

Tuesday, July 20, 2021, 7:00 P.M.

Tracy City Hall, 333 Civic Center Plaza, Tracy

Web Site: www.cityoftracy.org

**THIS REGULAR MEETING WILL BE CONDUCTED PURSUANT TO THE PROVISIONS
OF THE GOVERNOR'S EXECUTIVE ORDER N-29-20 WHICH SUSPENDS CERTAIN
REQUIREMENTS OF THE RALPH M. BROWN ACT**

**THIS MEETING WILL BE OPEN TO THE PUBLIC FOR IN-PERSON AND
REMOTE PARTICIPATION. IN ACCORDANCE WITH THE CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH GUIDELINES, MASKS ARE NOT
REQUIRED FOR FULLY VACCINATED INDIVIDUALS. MASKS ARE REQUIRED
FOR UNVACCINATED INDIVIDUALS IN INDOOR PUBLIC SETTINGS.
MEMBERS OF THE PUBLIC MAY PARTICIPATE REMOTELY IN THE MEETING
VIA THE FOLLOWING METHOD:**

As always, the public may view the City Council meetings live on the City of Tracy's website at www.CityofTracy.org or on Channel 26. To view from the City's website, select "Watch Live Council Meetings" from the drop down menu "Select an Online Service" at the top of the City's homepage. You will be directed to the "Council Meeting Videos" page where you may select the video for the appropriate date under "Upcoming Events."

If you only wish to watch the meeting and do not wish to address the Council, the City requests that you stream the meeting through the City's website or watch on Channel 26.

Remote Public Comment:

During the upcoming City Council meeting public comment will be accepted via the options listed below. If you would like to comment remotely, please follow the protocols below:

- *Comments via:*
 - **Online by visiting <https://cityoftracyevents.webex.com>** and using the following Event Number: 142 943 0329 and Event Password: TracyCC
 - **If you would like to participate in the public comment anonymously**, you may submit your comment in WebEx by typing "Anonymous" when prompted to provide a First and Last Name and inserting Anonymous@example.com when prompted to provide an email address.
- *Protocols for commenting via WebEx:*
 - *If you wish to comment on the "Consent Calendar", "Items from the Audience/Public Comment" or "Regular Agenda" portions of the agenda:*
 - *Listen for the Mayor to open that portion of the agenda for discussion, then raise your hand to speak by clicking on the Hand icon on the Participants panel to the right of your screen.*
 - *If you no longer wish to comment, you may lower your hand by clicking on the Hand icon again.*
 - *Comments for the "Consent Calendar" "Items from the Agenda/Public Comment" or "Regular Agenda" portions of the agenda will be accepted until the public comment for that item is closed.*

- *The total allotted time for public comment will be as follows:*
 - *Consent Calendar: 10 minutes*
 - *Items from the Audience: 15 minutes*
 - *Regular Items: 10 minutes*

Comments received on Webex outside of the comment periods outlined above will not be included in the record.

Americans With Disabilities Act - The City of Tracy complies with the Americans with Disabilities Act and makes all reasonable accommodations for the disabled to participate in Council meetings. Persons requiring assistance or auxiliary aids should call City Hall (209/831-6105) 24 hours prior to the meeting.

Addressing the Council on Items on the Agenda - The Brown Act provides that every regular Council meeting shall provide an opportunity for the public to address the Council on any item within its jurisdiction before or during the Council's consideration of the item, provided no action shall be taken on any item not on the agenda. To facilitate the orderly process of public comment and to assist the Council to conduct its business as efficiently as possible, members of the public wishing to address the Council are requested to, but not required to, hand a speaker card, which includes the speaker's name or other identifying designation and address to the City Clerk prior to the agenda item being called. Generally, once the City Council begins its consideration of an item, no more speaker cards will be accepted. An individual's failure to present a speaker card or state their name shall not preclude the individual from addressing the Council. Each citizen will be allowed a maximum of five minutes for input or testimony. In the event there are 15 or more individuals wishing to speak regarding any agenda item including the "Items from the Audience/Public Comment" portion of the agenda and regular items, the maximum amount of time allowed per speaker will be three minutes. When speaking under a specific agenda item, each speaker should avoid repetition of the remarks of the prior speakers. To promote time efficiency and an orderly meeting, the Presiding Officer may request that a spokesperson be designated to represent similar views. A designated spokesperson shall have 10 minutes to speak. At the Presiding Officer's discretion, additional time may be granted. The City Clerk shall be the timekeeper.

Consent Calendar - All items listed on the Consent Calendar are considered routine and/or consistent with previous City Council direction. One motion, a second, and a roll call vote may enact the items listed on the Consent Calendar. No separate discussion of Consent Calendar items shall take place unless a member of the City Council, City staff or the public request discussion on a specific item.

Addressing the Council on Items not on the Agenda – The Brown Act prohibits discussion or action on items not on the posted agenda. The City Council's Meeting Protocols and Rules of Procedure provide that in the interest of allowing Council to have adequate time to address the agendized items of business, "Items from the Audience/Public Comment" following the Consent Calendar will be limited to 15-minutes maximum period. "Items from the Audience/Public Comment" listed near the end of the agenda will not have a maximum time limit. A five-minute maximum time limit per speaker will apply to all individuals speaking during "Items from the Audience/Public Comment". For non-agendized items, Council Members may briefly respond to statements made or questions posed by individuals during public comment; ask questions for clarification; direct the individual to the appropriate staff member; or request that the matter be placed on a future agenda or that staff provide additional information to Council. When members of the public address the Council, they should be as specific as possible about their concerns. If several members of the public comment on the same issue an effort should be made to avoid repetition of views already expressed.

Notice - A 90 day limit is set by law for filing challenges in the Superior Court to certain City administrative decisions and orders when those decisions or orders require: (1) a hearing by law, (2) the receipt of evidence, and (3) the exercise of discretion. The 90 day limit begins on the date the decision is final (Code of Civil Procedure Section 1094.6). Further, if you challenge a City Council action in court, you may be limited, by California law, including but not limited to Government Code Section 65009, to raising only those issues you or someone else raised during the public hearing, or raised in written correspondence delivered to the City Council prior to or at the public hearing.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL

PRESENTATIONS

1. Police Swearing-in Ceremony
2. Life Saving Awards

1. CONSENT CALENDAR

- 1.A. ADOPTION OF JULY 6, 2021 CLOSED SESSION AND REGULAR MEETING MINUTES
- 1.B. APPROVE NOTICE OF INTENT TO ADOPT A GROUNDWATER SUSTAINABILITY PLAN FOR THE TRACY SUBBASIN
- 1.C. APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN & ASSOCIATES, INC. OF PLEASANTON, CALIFORNIA FOR A NOT-TO-EXCEED AMOUNT OF \$299,988 TO PROVIDE PROFESSIONAL ENGINEERING DESIGN SERVICES, INCLUDING PREPARATION OF CONSTRUCTION DOCUMENTS FOR THE ADAPTIVE TRAFFIC SIGNAL SYSTEM PROJECTS ON ELEVENTH STREET (CIP 72098) AND CORRAL HOLLOW ROAD (CIP 72113) AND AUTHORIZE AN APPROPRIATION OF \$135,000 FROM GAS TAX FUND (F245) FOR THESE PROJECTS
- 1.D. AUTHORIZE THE ACCEPTANCE OF \$13,977 FROM THE 2021 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FOR FUNDING EQUIPMENT, TECHNOLOGY, AND OTHER MATERIAL DIRECTLY RELATED TO BASIC LAW ENFORCEMENT FUNCTIONS AND APPROVE THE APPROPRIATION TO THE POLICE DEPARTMENT BUDGET FOR FISCAL YEAR 21/22
- 1.E. AUTHORIZE THE SUBMISSION OF A UNITED STATES DEPARTMENT OF JUSTICE COMMUNITY ORIENTED POLICING SERVICES (COPS) GRANT APPLICATION FOR THE PROJECTED AMOUNT OF \$250,000 FOR THE EXPANSION OF CRISIS INTERVENTION TEAMS TO EMBED MENTAL AND BEHAVIORAL HEALTH SERVICES WITH LAW ENFORCEMENT AND AUTHORIZE THE CITY MANAGER TO ACCEPT THE GRANT IF AWARDED
- 1.F. AWARD A CONSTRUCTION CONTRACT TO TRACY GRADING AND PAVING, INC., OF TRACY, CALIFORNIA, IN THE AMOUNT OF \$1,297,510 FOR THE PAVEMENT REHABILITATION PROJECT FY 2019-2020 CIP 73176, WITH A NOT-TO-EXCEED BUDGET OF \$1,497,138, AND AUTHORIZE THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO THE CONTINGENCY AMOUNT OF \$129,752, IF NEEDED
- 1.G. APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY- HORN & ASSOCIATES, INC. OF SACRAMENTO, CALIFORNIA FOR A NOT-TO-EXCEED AMOUNT OF \$74,730 TO PROVIDE PROFESSIONAL ENGINEERING SERVICES, FOR THE LOCAL ROADWAY SAFETY PLAN (LRSP) CIP 72119, STATE PROJECT

NUMBER: LRSPL – 5192(047), AND APPROVE AN APPROPRIATION OF \$20,000 FROM GAS TAX FUND (F245)

- 1.H. WAIVE SECOND READING AND ADOPT ORDINANCE 1313, AN ORDINANCE OF THE CITY OF TRACY AMENDING SECTION 3.08.580 REGARDING SPECIAL SPEED ZONES OF THE TRACY MUNICIPAL CODE TO UPDATE SPEED LIMITS AS REQUIRED BY THE CALIFORNIA VEHICLE CODE
- 1.I. WAIVE SECOND READING AND ADOPT ORDINANCE 1314, AN ORDINANCE OF THE CITY OF TRACY ADDING CHAPTER 6.26 “SHARED MOBILITY DEVICE PILOT PROGRAM” TO TITLE 6 “BUSINESSES, PROFESSIONS AND TRADES” OF THE TRACY MUNICIPAL CODE TO ESTABLISH A PILOT PERMIT PROGRAM FOR SHARED MOBILITY DEVICES
- 1.J. APPROVE A PROFESSIONAL SERVICES AGREEMENT, NOT-TO-EXCEED \$700,000 PER YEAR, WITH 4 LEAF, INC. OF PLEASANTON, CALIFORNIA, TO PROVIDE TEMPORARY STAFFING OF CONSTRUCTION INSPECTORS AND PLAN CHECKING ENGINEERS FOR CAPITAL IMPROVEMENT AND DEVELOPMENT PROJECTS ON AN AS-NEEDED BASIS FOR FISCAL YEARS 2021-2022 AND 2022-2023, AUTHORIZE AN OPTION TO EXTEND INSPECTION SERVICES FOR FISCAL YEARS 2023-2024 AND 2024-2025, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE EXTENSIONS AND ANY MINOR AMENDMENTS
- 1.K. APPROVE LEGAL SERVICES AGREEMENTS WITH BURKE, WILLIAMS, & SORENSEN, LLP, DOWNEY BRAND LLP, THE LAW OFFICE OF DANIEL P. DOPORTO, MEYERS NAVE AND PRICE, POSTEL & PARMA, LLP TO PROVIDE SPECIAL LEGAL COUNSEL SERVICES FOR A TERM OF THREE YEARS WITH OPTION TO EXTEND FOR TWO ADDITIONAL ONE-YEAR TERMS AND AUTHORIZE THE CITY ATTORNEY TO EXECUTE THE CONTRACT EXTENSIONS
- 1.L. APPROVE MEMORANDA OF UNDERSTANDING BETWEEN THE CITY OF TRACY AND THE TRACY POLICE OFFICERS ASSOCIATION, TRACY MID-MANAGERS BARGAINING UNIT, TRACY TECHNICAL AND SUPPORT SERVICES EMPLOYEE ASSOCIATION, AND GENERAL TEAMSTERS LOCAL NO. 439, I.B.T., AND COMPENSATION AND BENEFIT PLANS FOR THE CONFIDENTIAL EMPLOYEE UNIT AND DEPARTMENT HEADS; AUTHORIZE THE CITY MANAGER TO INCREASE APPROPRIATIONS, AND AUTHORIZE AN AMENDMENT TO THE CITY MASTER SALARY SCHEDULE

2. ITEMS FROM THE AUDIENCE
3. REGULAR AGENDA
 - 3.A. APPROVE REVISIONS TO TRACER BUS SERVICE EFFECTIVE AUGUST 1, 2021
 - 3.B. INCREASE COMPENSATION FOR ELECTED CITY TREASURER AND RESCIND RESOLUTION NO. 2019-003

- 3.C. ADOPT A POLICY ESTABLISHING RULES AND PROCEDURES FOR ACCEPTING DONATIONS AND GIFTS FROM THE PUBLIC
- 3.D. DISCUSS AND APPROVE UPCOMING OUT-OF-STATE TRAVEL FOR CITY COUNCIL MEMBERS, INCLUDING TRAVEL TO WASHINGTON, D.C. FOR LOBBYING EFFORTS FOR THE SAN JOAQUIN COUNCIL OF GOVERNMENTS (SJCOC) ONE VOICE® TRIP AND TRAVEL TO WASHINGTON, D.C. FOR LOBBYING EFFORTS FOR THE CITY OF TRACY (PRE-ONE VOICE)
- 4. ITEMS FROM THE AUDIENCE
- 5. STAFF ITEMS
- 6. COUNCIL ITEMS AND COMMENTS
- 7. ADJOURNMENT

TRACY CITY COUNCIL - SPECIAL MEETING MINUTES

July 6, 2021, 6:30 p.m.

Tracy City Hall, 333 Civic Center Plaza, Tracy

1. CALL TO ORDER – Mayor Young called the meeting to order at 6:33 p.m. for the purpose of a closed session to discuss the items outlined below.
2. ROLL CALL – Roll call found Council Members Arriola, Bedolla, Davis, Mayor Pro Tem Vargas and Mayor Young present. Council Member Bedolla participated remotely.
3. ITEMS FROM THE AUDIENCE – There was no public comment.
4. CLOSED SESSION
 - A. Conference with Real Property Negotiators (Gov. Code § 54956.8)

Property Location:	25883 S. Corral Hollow Road (APN 240-100-02)
Negotiators for the City:	Price, Postel, & Parma, LLP Associated Right of Way Kul Sharma
Negotiating Parties:	Maxmino Galvao Bruno Galvao
Under Negotiation:	Price and Terms of Payment
 - B. Conference with Legal Counsel – Anticipated Litigation (Gov. Code § 54956.9)
 - i. Initiation of litigation pursuant to § 54956.9(d)(4). (One case).
There was no public comment.
5. RECESS TO CLOSED SESSION – Time 6:36 p.m.

ACTION: Motion was made by Mayor Pro Tem Vargas and seconded by Council Member Davis to recess to closed session to conference with legal Counsel regarding anticipated litigation pursuant to Government Code § 54956.9. Roll call found Council Members Arriola, Davis, Mayor Pro Tem Vargas and Mayor Young present; passed and so ordered.

ACTION: Motion was made by Mayor Pro Tem Vargas and seconded by Council Member Arriola to recess to closed session to conference with legal Counsel regarding real property negotiations pursuant to Government Code § 54956.8. Roll call found Council Members Arriola, Davis, Mayor Pro Tem Vargas and Mayor Young present; passed and so ordered.

Council Member Bedolla joined the meeting remotely at 6:36 p.m.

6. RECONVENE TO OPEN SESSION – The meeting reconvened to open session at 7:04 p.m.
7. REPORT OF FINAL ACTION – None.
8. COUNCIL ITEMS AND COMMENTS – None.
9. ADJOURNMENT – Time: 7:06 p.m.

ACTION: Motion was made by Council Member Davis and seconded by Council Member Arriola to adjourn. Roll call found all in favor; passed and so ordered.

The agenda was posted at City Hall on July 1, 2021. The above are action minutes.

Mayor

ATTEST:

City Clerk

July 6, 2021, 7:00 p.m.

City Hall, 333 Civic Center Plaza, Tracy

Web Site: www.ci.tracy.ca.us

Due to the COVID-19 emergency, the regular meeting was conducted pursuant to the provisions of the Governor's Executive Order N-29-20, which suspends certain requirements of the Ralph M. Brown Act. Residents participated remotely via WebEx during the meeting.

Mayor Young called the meeting to order at 7:00 p.m.

Mayor Young led the Pledge of Allegiance.

Roll call found Council Members Arriola, Bedolla, Davis, Mayor Pro Tem Vargas, and Mayor Young present. Council Member Bedolla participated remotely.

Pastor Tim Heinrich, Crossroads Baptist Church offered the invocation.

Midori Lichtwardt, Assistant City Manager presented the Employee of the Month award for July to Brian Foisy, Cultural Arts.

Mayor Young presented a Proclamation for Parks and Recreation Month to Jacy Krogh, Vice Chair of the Parks and Community Services Commission.

1. CONSENT CALENDAR – Following the removal of consent Items 1.C by Council Member Davis and 1.F by Kul Sharma, Utilities Director motion was made by Mayor Pro Tem Vargas and seconded by Council Member Arriola to adopt the Consent Calendar. Roll call vote found all in favor; passed and so ordered.
 - 1.A ADOPTION OF JUNE 15, 2021 CLOSED SESSION AND REGULAR MEETING MINUTES AND JUNE 29, 2021 CLOSED SESSION MINUTES – Minutes were adopted.
 - 1.B. WAIVE SECOND READING AND ADOPT ORDINANCE 1311, AN ORDINANCE OF THE CITY OF TRACY APPROVING AN AMENDMENT TO THE CORDES RANCH SPECIFIC PLAN REGARDING MOBILE FOOD VENDORS, PARK USES, MAXIMUM FLOOR AREA RATIO FOR HOTELS, AND SIGNS. APPLICATION NUMBER SPA20-0004 – Ordinance 1311 was adopted.
 - 1.D APPROVE A MASTER PROFESSIONAL SERVICES AGREEMENT FOR A THREE YEAR CONTRACT WITH FCGA ARCHITECTS, LLC TO RETAIN THE CONSULTANT TO PROVIDE ON-CALL PROFESSIONAL ENGINEERING SERVICES FOR CAPITAL IMPROVEMENT PROJECTS FOR A NOT-TO-EXCEED AMOUNT OF \$600,000 PER FISCAL YEAR, AUTHORIZE THE DEVELOPMENT SERVICES DIRECTOR TO EXECUTE NOTICES TO PROCEED RELATED TO THE AGREEMENT, AND AUTHORIZE THE CITY MANAGER TO APPROVE AN ADDITIONAL TWO YEAR AGREEMENT EXTENSION AT THE END OF THE TERM IF THERE IS A WRITTEN DETERMINATION THAT THE CONSULTANT HAS SUCCESSFULLY

COMPLETED ALL REQUIREMENTS OF THE AGREEMENT – Resolution 2021-085 approved the Master Professional Services Agreement with FCGA Architects, LLC.

1.E **APPROVE ADDING BUDGET PRINCIPLES SECTION TO CITY COUNCIL STAFF REPORT TEMPLATE - Resolution 2021-086** approved adding the Budget Principles section to City Council staff report template.

1.C **WAIVE SECOND READING AND ADOPT ORDINANCE 1312, AN ORDINANCE OF THE CITY OF TRACY APPROVING A TRACY HILLS SPECIFIC PLAN AMENDMENT AND PRE-ZONING THE TRACY HILLS 35-ACRE ANNEXATION AREA AS TRACY HILLS SPECIFIC PLAN ZONE FOR APPROXIMATELY 35 ACRES LOCATED SOUTH OF I-580 IN THE VICINITY OF CORRAL HOLLOW ROAD, ASSESSOR'S PARCEL NUMBERS 253-030-13 AND 253-040-10, APPLICATION NUMBERS SPA20-0001 AND AP20-0002**

Scott Claar, Senior Planner provided the staff report and responded to questions.

Council Member Davis pulled the item to ask if the development is under an HOA, would the amenities be open to the public.

There was no public comment.

ACTION: Motion was made by Mayor Pro Tem Vargas and seconded by Council Member Arriola to waive the reading of the full text and adopt **Ordinance 1312**, an ordinance of the City of Tracy approving a Tracy Hills Specific Plan Amendment and Pre-Zoning the Tracy Hills 35-acre annexation area as Tracy Hills Specific Plan Zone for approximately 35 acres located south of I-580 in the vicinity of Corral Hollow Road, Assessor's Parcel Numbers 253-030-13 and 253-040-10, Application Numbers SPA20-0001 and AP20-0002. Roll call found Council Members Arriola, Bedolla, Mayor Pro Tem Vargas and Mayor Young in favor; passed and so ordered. Council Member Davis opposed.

1.F **AWARD CONSTRUCTION CONTRACT TO GSE CONSTRUCTION COMPANY, INC. OF LIVERMORE, CALIFORNIA, IN THE AMOUNT OF \$19,282,800 FOR THE WASTEWATER TREATMENT PLANT EXPANSION PHASE 2B CIP 74107, WITH A NOT TO EXCEED BUDGET OF \$25,349,000, AUTHORIZE THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO THE CONTINGENCY AMOUNT OF \$2,000,000; AND APPROVE PROFESSIONAL SERVICES AGREEMENT WITH CH2M HILL INC., WITH A NOT TO EXCEED AMOUNT OF \$1,672,000 TO PROVIDE DESIGN SUPPORT AND START UP SERVICES DURING CONSTRUCTION FOR THE PROJECT**

Kul Sharma, Utilities Director pulled the item to announce a clerical error in the staff report and resolution. The budget amount was originally listed as \$25,349,000 and should have been \$25,349,800. Similarly the bid award amount originally listed at \$19,282,000 should be read as \$19,282,800.

There was no public comment.

ACTION: Motion was made by Mayor Pro Tem Vargas and seconded by Council Member Davis to adopt **Resolution 2021-087** awarding a Construction Contract to GSE Construction Company, Inc. of Livermore, California, in the amount of \$19,282,800 for the Wastewater Treatment Plant Expansion Phase 2B CIP 74107, with a not to exceed budget of \$25,349,800, and authorize the City Manager to approve change orders up to the contingency amount of \$2,000,000; approve Professional Services Agreement with CH2M Hill Inc., with a not to exceed amount of \$1,672,000 to provide design support and start up services during construction for the project. Roll call found all in favor; passed and so ordered.

DEVIATION

5. Staff Items – Sekou Millington, Police Chief provided an update on the events that occurred over the July 4th weekend and offered responses to the complaints. Chief Millington stated staff will be returning with a full debrief on August 17, 2021.

City Council comments followed.

Council Member Arriola requested the debrief include the following: Abandoned calls – estimates on times, busy tone systemic failure – what could have been done differently, and is there a different resource allocation to support that not happening in the future, report on amount of firework prosecutions including citations via drone – current versus past.

2. ITEMS FROM THE AUDIENCE – Pete Moyer, Lammersville Preservational Alliance shared his concerns regarding traffic issues on Hansen Road due to commercial development, and stated someone from the City needs to get involved with this issue.

Bob Carpenter stated the VFW is asking the City to get them a building. The VFW is able to do the inside of a building but need a building. Tim Keogh also spoke about the VFW not having the means to construct their own site and the need to partner with the City. There are several vacant spaces, one being the Westside Market, and requested a future agenda item.

Sue Raimondi shared her concerns regarding fireworks, the homeless issue at El Pescadero Park, and suggested bringing the homeless to the park by City Hall.

Alex Monceaux thanked Police for their efforts over the July 4th weekend, and stated citizens needed to be part of the homeless solution. Mr. Monceaux stated the City needs to review the scoring system for the cannabis business license issuance, and look at noncompetitive licenses and bring those businesses to Tracy.

Robert Tanner stated the Tracy Press had a misprint for the non-emergency phone number, and all fireworks should be illegal and shared his concerns regarding the fireworks on July 4th.

Dan Evans shared his disappointment regarding the Mayor's Ball date being changed to September 11, 2021. A person has ran a memorial event every year on September 11 since the tragedy, and requested moving the Mayor's Ball to a different date. Mr. Evans also spoke about comments removed and being blocked on social media.

Mayor Young responded to Mr. Evans comments stating someone manages the site and will check to unblock those who are blocked. Mayor Young provided an explanation for the date change for the ball, stated Ms. Sangha's event has been since 2016, and has a cordial relationship with Ms. Sangha.

3. REGULAR AGENDA

3.A PUBLIC HEARING TO CONSIDER (1) APPROVING THE ENGINEER'S ANNUAL LEVY REPORT; AND (2) ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR TRACY CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT FOR FISCAL YEAR 2021/2022

Don Scholl, Public Works Director introduced the item.

Robin Kloepfer, Management Analyst provided the presentation and staff report.

Mayor Young opened the public hearing.

There was no public comment.

Mayor Young closed the public hearing.

City Council comments and questions followed.

Karin Schnaider, Finance Director responded to Council questions.

ACTION: Motion was made by Mayor Pro Tem Vargas and seconded by Council Member Davis to adopt **Resolution 2021-088** approving the Engineer's Report regarding the proposed levy and collection of assessments for the Tracy Consolidated Landscape Maintenance District, pursuant to the provisions of the Landscaping and Lighting Act of 1972 for Fiscal Year 2021/2022 and direct the Finance Director to make appropriate budget adjustments to reflect 2021/2022 Engineer's Report. Roll call found all in favor; passed and so ordered. Council Member Bedolla abstained from voting on Zone 7. Council Member Davis abstained from voting on Zone 15, and Mayor Pro Tem Vargas abstained from voting on Zone 25.

ACTION: Motion was made by Mayor Pro Tem Vargas and seconded by Council Member Davis to adopt **Resolution 2021-089** ordering the levy and collection of assessments within the Tracy Consolidated Landscape Maintenance District for Fiscal Year 2021/2022. Roll call found all in favor; passed and so ordered. Council Member Bedolla abstained from voting on Zone 7. Council Member Davis abstained from voting on Zone 15, and Mayor Pro Tem Vargas abstained from voting on Zone 25.

3.B INTRODUCTION OF AN ORDINANCE AMENDING SECTION 3.08.580 REGARDING SPECIAL SPEED ZONES OF THE TRACY MUNICIPAL CODE TO UPDATE SPEED LIMITS AS REQUIRED BY THE CALIFORNIA VEHICLE CODE

Robert Armijo introduced Anju Pillai, Senior Civil Engineer who provided the staff report.

Dan Evans spoke about an increase in speeding and reckless driving, more can be done with traffic safety, Police presence has become more lax because of funding, and having a Police Officer at every school during drop off and pick up is critical. Mr. Evans suggested having a special session with Chief Millington regarding traffic enforcement and fireworks issues.

City Council questions and comments followed.

Adrienne Richardson, City Clerk read the title of the proposed ordinance.

ACTION: Motion was made by Mayor Pro Tem Vargas and seconded by Council Member Arriola to waive the reading of the full text and introduce **Ordinance 1313** an ordinance amending Section 3.08.580 (Special Speed Zones) of Chapter 3.08 (Traffic Regulations) of Title 3 (Public Safety) of the Tracy Municipal Code. Roll call found all in favor; passed and so ordered.

3.C CONDUCT A PUBLIC HEARING TO DECLARE A DROUGHT EMERGENCY AND AUTHORIZE THE IMPLEMENTATION OF STAGE 3 WATER RESTRICTIONS CONTAINED IN SECTION 11.28.190 OF THE TRACY MUNICIPAL CODE AND THE WATER SHORTAGE CONTINGENCY PLAN

Kul Sharma, Utilities Director and Stephanie Reyna-Hiestand, Water Resources & Compliance Manager provided the staff report and responded to questions.

Mayor Pro Tem Vargas requested an amendment to the Water Shortage Contingency Plan to be mindful of the investment the City has done on trees in the community and continue to protect and water the trees. There was City Council consensus to support the amendment.

Don Scholl, Public Works Director offered reassurance that staff is committed to keeping trees.

Mayor Young opened the public hearing.

Robert Tanner asked about Stage 6 and stated if we are going to Stage 3, the City should put a ban on new swimming pools and recreation parks.

Mayor Young closed the public hearing.

City Council questions and comments followed.

ACTION: Motion was made by Council Member Arriola and seconded by Mayor Pro Tem Vargas to adopt **Resolution 2021-090** declaring a Drought Emergency and authorizing the implementation of Stage 3 water restrictions contained in Section 11.28.190 of the Tracy Municipal Code and the Water Shortage Contingency Plan and directed staff to review the approved 2020 Water Shortage Contingency Plan to ensure the continued irrigation of trees during the drought period. Roll call found all in favor; passed and so ordered.

3.D INTRODUCTION OF AN ORDINANCE TO CREATE SECTION 6.26 “SHARED MOBILITY DEVICE PILOT PROGRAM” OF THE TRACY MUNICIPAL CODE, TO ESTABLISH A PILOT PERMIT PROGRAM FOR SHARED MOBILITY DEVICES

Ed Lovell, Transit Manager provided the staff report.

There was no public comment.

City Council questions and comments followed.

Sekou Millington, Police Chief responded to Council questions.

Mayor Young requested a follow up item regarding what the City can do to allow connectivity. Mayor Pro Tem Vargas supported the request.

Adrienne Richardson, City Clerk read the title of the proposed ordinance.

ACTION: Motion was made by Council Member Arriola and seconded by Council Member Davis to waive the reading of the full text and introduce **Ordinance 1314** an ordinance of the City of Tracy adding Chapter 6.26 “Shared Mobility Device Pilot Program” to Title 6 “Businesses, Professions and Trades” of the Tracy Municipal Code to establish a pilot permit program for shared mobility devices. Roll call found all in favor; passed and so ordered.

3.E DISCUSS THE CREATION OF A COUNCIL POLICY REQUIRING CITY COUNCIL MEMBERS SERVING ON EXTERNAL BOARDS, COMMISSIONS, SUBCOMMITTEES OR JOINT POWER AUTHORITIES TO HAVE COUNCIL APPROVAL PRIOR TO COMMITTING CITY FUNDS AND PROVIDE DIRECTION TO STAFF

Midori Lichtwardt, Assistant City Manager provided the staff report.

City Council questions and discussion followed.

Alice English shared concerns regarding the agenda item being personal and why Council is having the discussion stating it should be tabled until Council gets a better foundation as there is nothing to base it on.

Mayor Pro Tem Vargas disagreed with comments made by Ms. English and responded it is to protect the public and make good policy that is sound.

Mayor Young responded this is part of the JPA going forward and it is prudent this should be in place. It's about good policy.

City Council questions and discussion continued.

Karin Schnaider, Finance Director responded to Council questions.

Randall Bradley, Fire Chief responded to Council questions.

City Council questions and discussion continued.

Ms. Lichtwardt clarified Council's consensus: Develop a policy requiring Council board representatives to receive policy direction from City Council on fiscal matters in excess of previously allocated budgets, prior to obligating the City via board action.

4. ITEMS FROM THE AUDIENCE – Alice English shared her concerns regarding the Tracy Blvd exit not being able to handle the truck traffic. Ms. English also shared her concerns regarding Mayor Pro Tem Vargas on the previous item stating it is not up to one person to decide if Council wants to hear from a staff member.

Mayor Pro Tem Vargas disagreed with comments made by Ms. English. There was a financial question being asked and the Finance Director would be the person to respond.

5. COUNCIL ITEMS – Council Member Davis wished her intern Harley Dillon a happy 17th birthday and thanked her for all she does on her behalf.

Council Member Arriola apologized to the community for missing the last meeting due to a family emergency and reiterated his commitment to the community.

Mayor Pro Tem Vargas requested an item be agendized before December 2021 to discuss an opportunity to partner with war veterans to find a location where veterans can conduct their business and propose a budget that indemnifies the financial partnership with the group. Council Member Davis supported the request.

Mayor Pro Tem Vargas requested support to have discussion to create a new skate park, bring back to Council a budget for construction of new skate park and suggested looking into Dr. Powers Park to carve some of the open areas for construction of a skate park. Council Member Bedolla supported the request.

Mayor Pro Tem Vargas stated she has a sense of urgency due to potential loss of revenues and multiple requests, to bring back an agenda item to start the process for additional cannabis business licenses, and for the additional license to have the process we had in place with the only change to be instead of social equity to be merit based. Mayor Pro Tem Vargas requested item to be brought back at the next meeting. Council Member Davis seconded the request.

Mayor Young provided updates on events and meetings she has attended and announced the following: She was speaking at the Shattering Glass Speaker Series on July 8, organized by the San Joaquin Office of Education. Wished a happy 30th birthday to her nephew and also to her mother on Saturday.

Mayor Young requested an agenda item regarding the process for Council items, and being able to define what the two Council Members are requesting. Mayor Pro Tem Vargas seconded the request.

Ms. Lichtwardt clarified the request for staff to bring back an item that if two Council Members ask to agendize an item to allow staff to speak with those Council Members outside of a Council meeting to better prepare an agenda item that has more substance to it for discussion.

Mayor Young announced Senator Susan Eggman was able to get \$5 million to go towards the City's recreation/gymnasium.

6. ADJOURNMENT – Time: 11:26 p.m.

ACTION: Motion was made by Mayor Pro Tem Vargas and seconded by Council Member Davis to adjourn. Roll call vote found all in favor; passed and so ordered.

The above agenda was posted at the Tracy City Hall on July 1, 2021. The above are action minutes. A recording is available at the office of the City Clerk.

Mayor

ATTEST:

City Clerk

July 20, 2021

AGENDA ITEM 1.B

REQUEST

APPROVE NOTICE OF INTENT TO ADOPT A GROUNDWATER SUSTAINABILITY PLAN FOR THE TRACY SUBBASIN

EXECUTIVE SUMMARY

It is anticipated that the final Groundwater Sustainability Plan (GSP) for the Tracy Subbasin will be brought to City Council for consideration to adopt at a public hearing in October 2021. State law requires that a public agency provide 90-day notice prior to adopting or amending a GSP to a city or county within the area of the proposed plan.

This item requests that the City Council approve, by resolution, a Notice of Intent to adopt the GSP for the Tracy Subbasin.

DISCUSSION

On August 29, 2014, the California Legislature passed comprehensive groundwater legislation contained in Senate Bills 1168 and 1319 and Assembly Bill 1739, which are collectively referred to as the Sustainable Groundwater Management Act (SGMA). SGMA provides a framework for sustainable groundwater management in California.

SGMA requires government and water agencies in groundwater basins designated as medium or high priority by the California Department of Water Resources (DWR) to meet certain requirements:

- Form new Groundwater Sustainability Agencies (GSA) by June 30, 2017.
- Complete and submit a Groundwater Sustainability Plan (GSP) to DWR by January 31, 2020 for critically overdrafted basins and by January 31, 2022 for non-critically overdrafted basins.
- Update the GSP every five years.
- Achieve basin sustainability within 20 years of submitting the GSP.

The City of Tracy overlies the Tracy Subbasin, which is designated by the State as a medium-priority, non-critically overdrafted basin. Pursuant to the requirements of SGMA, the City of Tracy formed as a GSA on February 2, 2016 by City Council per Resolution 2016-026. The five other GSAs in the Subbasin include the Banta-Carbona Irrigation District GSA, Byron-Bethany Irrigation District GSA, City of Lathrop GSA, San Joaquin County GSA, and Stewart Tract GSA (herein collectively referred to as the "Tracy Subbasin GSAs").

On September 24, 2019, the Tracy Subbasin GSAs executed a Memorandum of Agreement to coordinate groundwater management and develop a single GSP for the Tracy Subbasin, which is due to the State no later than January 31, 2022. Local agencies have collaboratively managed groundwater resources in the Tracy Subbasin

for decades. As a result of these efforts, groundwater resources in the basin are already sustainable. The GSP will provide a roadmap to continue the sustainability of the region's groundwater supplies.

The GSP is being collaboratively developed with input from the six GSAs, as well as input from members of public provided through monthly meetings, public workshops, and public comment periods. The Draft GSP is anticipated to be released for public comment and review in August 2021.

SGMA requires GSAs to adopt the final GSP at a public hearing. At least 90-days prior to the hearing, the GSA must send a notice to cities and counties within the plan area notifying them of the proposed GSP. This requirement is identified in Section 10728.4 of the California Water Code, which states that:

A groundwater sustainability agency may adopt or amend a groundwater sustainability plan after a public hearing, held at least 90 days after providing notice to a city or county within the area of the proposed plan or amendment. The groundwater sustainability agency shall review and consider comments from any city or county that receives notice pursuant to this section and shall consult with a city or county that requests consultation within 30 days of receipt of the notice. Nothing in this section is intended to preclude an agency and a city or county from otherwise consulting or commenting regarding the adoption or amendment of a plan.

STRATEGIC PLAN

This agenda item does not relate to the City Council's four strategic plans.

FISCAL IMPACT

There is no fiscal impact at this time for releasing the Notice of Intent to Adopt the Tracy Subbasin GSP.

RECOMMENDATION

That the City Council approve, by resolution, a Notice of Intent to adopt a Groundwater Sustainability Plan for the Tracy Subbasin.

Prepared by: Lemar Saffi, Assistant Engineer

Reviewed by: Kuldeep Sharma, Utilities Director

Approved by: Jenny Haruyama, City Manager

ATTACHMENTS

Exhibit A - Notice of Intent



**Stewart
Tract**



[Date]

Via email and U.S. mail

Alameda County

City of Lathrop

City of Tracy

San Joaquin County

RE: Notice of Intent to Adopt a Groundwater Sustainability Plan

The Groundwater Sustainability Agencies (GSAs) of the Tracy Subbasin (referred to herein as the Tracy Subbasin GSAs), pursuant to California Water Code Section 10728.4, hereby give notice to the legislative body of any city, county, or Public Utilities Commission-regulated company within the geographic area covered by the pending Tracy Subbasin Groundwater Sustainability Plan (GSP) that they intend to adopt a GSP for the Tracy Subbasin (Basin No. 5-022.15). A map of the GSP area is included herein.

The undersigned GSAs specifically provide notice to the City of Lathrop, City of Tracy, Alameda County, and San Joaquin County of the GSAs' intent to adopt the Tracy Subbasin GSP no earlier than 90-days upon your receipt of this notice. Considerations to adopt this joint document shall occur as part of the public hearings to be held individually by the undersigned GSAs.

Cities or counties that receive this notice may request to consult on the Tracy Subbasin GSP. These requests must be received within 30 calendar days upon receipt of this notice. Written requests to consult with one or more of the GSAs intended to adopt the Tracy Subbasin GSP shall be delivered to the GSP coordinator identified below.

Matt Zidar, San Joaquin County

mzidar@sjgov.org or by phone at (209) 953 -7460.

Interested parties may provide comments on the Public Draft GSP during the scheduled public comment period, August 9 through September 9, 2021. Information regarding the Draft GSP has been posted on the Tracy Subbasin website at tracysubbasin.org. The Draft GSP can be viewed on the website homepage. To review the list of GSA public hearings schedule for adoption proceedings of the Tracy Subbasin, visit www.tracysubbasin.org/meetings.

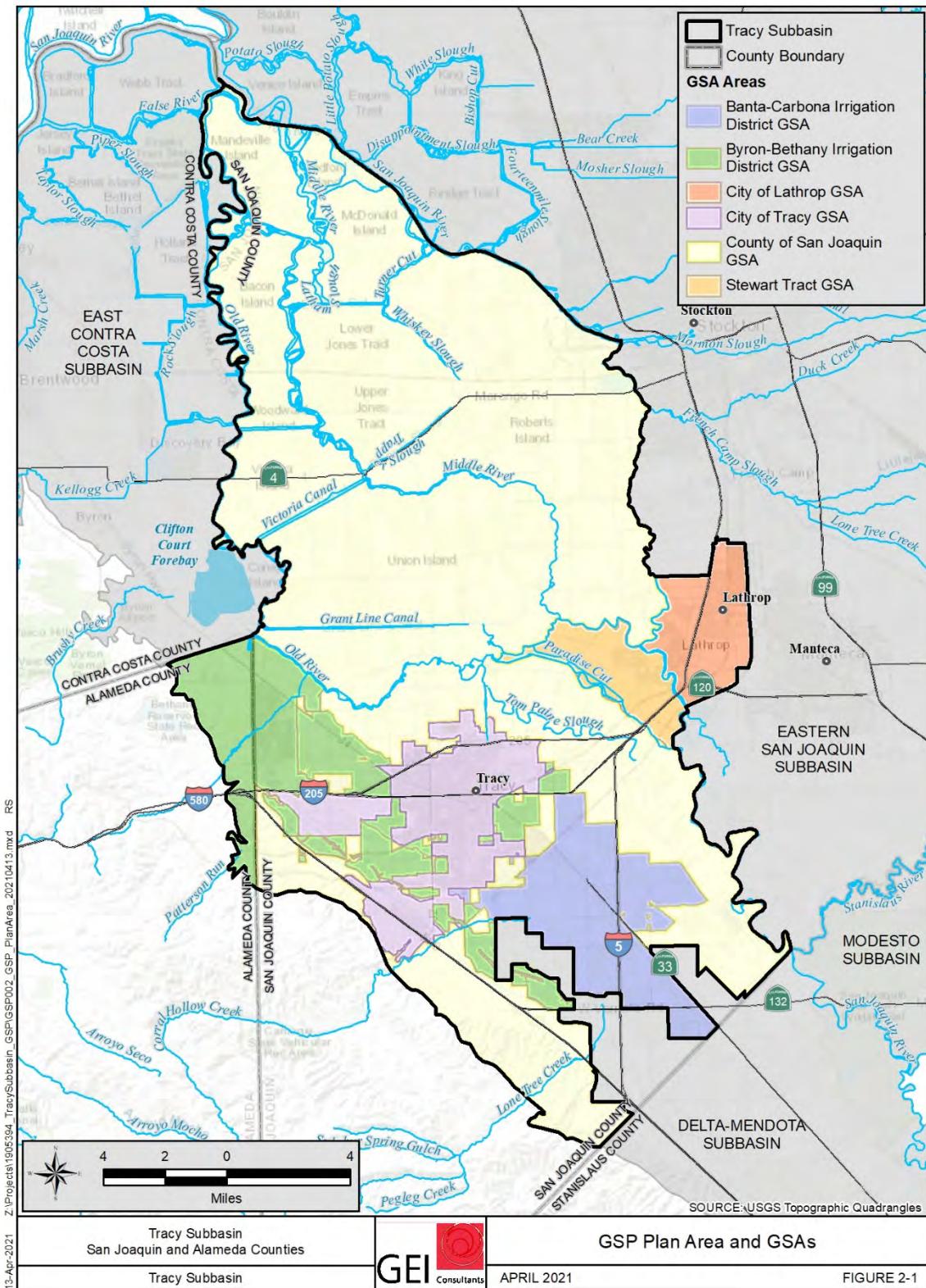
The GSAs look forward to adopting a GSP for the Tracy Subbasin. Should you have any questions about this notice, please contact your local GSA representative.

GSAs:

- Banta-Carbona Irrigation District GSA
- Byron-Bethany Irrigation District GSA
- City of Lathrop GSA
- City of Tracy GSA
- San Joaquin County GSA
- Stewart Tract GSA



Stewart
Tract



RESOLUTION 2021-_____

APPROVING NOTICE OF INTENT TO ADOPT THE TRACY SUBBASIN GROUNDWATER SUSTAINABILITY PLAN

WHEREAS, in August 2014, the California Legislature passed, and in September 2014 the Governor signed, legislation creating the Sustainable Groundwater Management Act (“SGMA”) “to provide local groundwater sustainability agencies with the authority and technical and financial assistance necessary to sustainably manage groundwater” (Wat. Code, § 10720, (d)); and

WHEREAS, SGMA requires sustainable management through the development of groundwater sustainability plans (“GSPs”), which can be a single plan developed by one or more groundwater sustainability agency (“GSA”) or multiple coordinate plans within a basin or subbasin (Wat. Code, § 10727); and

WHEREAS, SGMA requires a GSA manage groundwater in all basins designated by the Department of Water Resources (“DWR”) as a medium or high priority, including the Tracy Subbasin (designated basin number 5-22.15); and

WHEREAS, City of Tracy was formed as a GSA on February 2, 2016, by City Council per Resolution 2016-026, for the purposes of sustainably managing groundwater in the Tracy Subbasin, within its jurisdictional boundaries, pursuant to the requirements of SGMA; and

WHEREAS, City of Tracy has the authority to draft, adopt, and implement a GSP (Wat. Code, § 10725 *et seq.*); and

WHEREAS, on September 24, 2019, the GSAs executed a Memorandum of Agreement for the purpose of developing a GSP and coordinating sustainable groundwater management in the Tracy Subbasin (Wat. Code, § 10723.6(i)); and

WHEREAS, the GSAs submitted an Initial Notification to DWR to jointly develop a GSP for the Tracy Subbasin on February 12, 2018; and

WHEREAS, the City of Tracy is coordinating with the other GSAs in the Tracy Subbasin to draft a single GSP; and

WHEREAS, SGMA requires a GSA to adopt a GSP at a public hearing at least 90 days after providing notice to a city or county within the area of the proposed plan (Wat. Code, § 10728.4);

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Tracy hereby approves the Notice of Intent to adopt the final Tracy Subbasin GSP at least 90 days from the issuance of this notice.

* * * * *

The foregoing Resolution 2021-____ was adopted by the Tracy City Council on the
____ day of ____, 2021, by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

MAYOR

ATTEST

CITY CLERK

July 20, 2021

AGENDA ITEM 1.C

REQUEST

APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN & ASSOCIATES, INC. OF PLEASANTON, CALIFORNIA FOR A NOT-TO-EXCEED AMOUNT OF \$299,988 TO PROVIDE PROFESSIONAL ENGINEERING DESIGN SERVICES, INCLUDING PREPARATION OF CONSTRUCTION DOCUMENTS FOR THE ADAPTIVE TRAFFIC SIGNAL SYSTEM PROJECTS ON ELEVENTH STREET (CIP 72098) AND CORRAL HOLLOW ROAD (CIP 72113) AND AUTHORIZE AN APPROPRIATION OF \$135,000 FROM GAS TAX FUND (F245) FOR THESE PROJECTS

EXECUTIVE SUMMARY

This agenda item, with City Council approval, would approve a Professional Services Agreement (PSA) with Kimley-Horn & Associates, Inc., for the professional engineering design services for a not-to-exceed amount of \$299,988. This includes the preparation of plans, specifications and cost estimates for the Adaptive Traffic Signal System Projects on Eleventh Street (CIP 72098) and Corral Hollow Road (CIP 72113). The City applied and received Congestion Mitigation and Air Quality Grants (CMAQ) in 2012 for the construction of these projects, the City received \$701,250 for CIP 72098, and \$877,250 for CIP 72113 for the construction phase. An additional appropriation of \$135,000 from the Gas Tax Fund (F245) is needed to complete the design phase of these projects, which includes staff costs and the PSA.

DISCUSSION

Adaptive Traffic Signal System on Eleventh Street CIP 72098, and Adaptive Traffic Signal System on Corral Hollow Road CIP 72113, are both approved Capital Improvement Projects. CIP 72098 involves the installation of an Adaptive Traffic Signal system on Eleventh Street between Corral Hollow Road and MacArthur Drive, while CIP 72113 involves the installation of the Adaptive Signal System on Corral Hollow Road between Schulte Road and West Valley Mall.

These projects seek to improve traffic flow along these corridors by reducing the total traffic delays, reducing the traffic stops made by vehicles and improving the Level of Service (LOS) of the corridors. Adaptive signal control technology adjusts the timing of red, yellow, and green lights to accommodating changing traffic patterns to ease traffic congestion. The projects will upgrade all existing Type 170 traffic signal controllers in these corridors to the advanced McCain 2070 controllers with Omni firmware, install/upgrade CCTV cameras, install/modify system detectors at all intersections, install fiber interconnect communication system along within project limits, update any outdated traffic signal equipment, and install required equipment to provide adaptive system on the corridor. The system will be integrated to provide communication with the City's existing traffic control management system located at City Hall, Support Services Building. The existing Advanced Traffic Management System (ATMS) at the City Hall is Quicknet by McCain Systems, Inc., which will be upgraded as part of CIP 72113, to the most current ATMS software.

On November 30, 2020, the City issued a Request for Proposals (RFP) for the design services of the Adaptive Traffic Signal System on Eleventh Street and Corral Hollow Road, CIP 72098, and CIP 72113. On January 20, 2021, the City received a total of three (3) proposals.

The City ranked the proposals received and has determined that from the proposals received, Kimley-Horn & Associates, Inc. scored the highest rank. Kimley-Horn & Associates, Inc. possesses the skills, experience, and certification required to provide the services. Kimley-Horn & Associates, Inc. has successfully designed and completed several similar projects with other public agencies.

Staff negotiated with Kimley-Horn & Associates, Inc. to provide engineering design services on a time and material basis, for an amount not-to-exceed \$299,988, which is reasonable and competitive.

STRATEGIC PLAN

This agenda item supports the City of Tracy's Quality of Life Priority, which is to provide an outstanding quality of life by enhancing the City's amenities, business mix and services, and cultivating connections to promote positive change and progress in our community.

FISCAL IMPACT

The City applied and received Congestion Mitigation and Air Quality Grants (CMAQ) in 2012 for the construction of these projects. The City received \$701,250 for the Adaptive Signal System on Eleventh Street CIP 72098, and \$877,250 for the Adaptive Signal System on Corral Hollow Road CIP 72113.

There is currently \$94,000 Gas Tax funds remaining in CIP 72098 and \$100,000 Gas Tax funds remaining in CIP 72113 as design budget, which is insufficient to award the project and cover staff costs. An additional appropriation of \$135,000 from the Gas Tax Fund (F245) is needed to complete the design phase for both projects.

RECOMMENDATION

Staff recommends that the City Council, by resolution, approve a PSA with Kimley-Horn & Associates, Inc. of Pleasanton, California, for a not-to-exceed amount of \$299,988, to provide professional engineering design services for the Adaptive Traffic Signal System Projects on Eleventh Street (CIP 72098) and Corral Hollow Road (CIP 72113), and authorize an appropriation of \$135,000 from the Gas Tax Fund (F245) to these projects.

Prepared by: Anju Pillai, PE, Senior Civil Engineer

Reviewed by: Robert Armijo, PE, City Engineer / Assistant Development Services Director
Karin Schnaider, Finance Director
William Dean, Interim Development Services Director

Approved by: Jenny Haruyama, City Manager

ATTACHMENTS

Attachment A – PSA with Kimley-Horn & Associates, Inc.

CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC., FOR
ADAPTIVE TRAFFIC SIGNAL SYSTEM- ELEVENTH STREET AND CORRAL HOLLOW ROAD, CIP
72098, 72113

This Professional Services Agreement (Agreement) is entered into between the City of Tracy, a municipal corporation (City), and Kimley-Horn and Associates, Inc., a North Carolina Corporation (Consultant). City and Consultant are referred to individually as "Party" and collectively as "Parties."

Recitals

- A. On November 30, 2020 the City issued a Request for Proposals (RFP) for the design services of the Adaptive Traffic Signal System- Eleventh Street and Corral Hollow Road, CIP 72098, 72113 (Project). On January 20, 2021, Consultant submitted its proposal for the Project to the City. City has determined that Consultant possesses the skills, experience and certification required to provide the services.
- B. City desires to retain Consultant to deliver the preparation of plans, technical specifications and cost estimates for the Project.
- C. After negotiations between the City and Consultant, the Parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.
- D. This Agreement is being executed pursuant to Resolution No. _____ approved by Tracy City Council on _____, 2021.

Now therefore, the Parties mutually agree as follows:

1. **Scope of Work.** Consultant shall perform the services described in Exhibit "A" attached and incorporated by reference. The services shall be performed by, or under the direct supervision of, Consultant's Authorized Representative: Nikita Petrov, P.E. Consultant shall not replace its Authorized Representative, nor shall Consultant replace any of the personnel listed in Exhibit "A," nor shall Consultant use or replace any subcontractor or subconsultant, without City's prior written consent. A failure to obtain the City's prior written consent for any change or replacement in personnel or subcontractor/subconsultant may result in the termination of this Agreement.
2. **Time of Performance.** Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Consultant shall begin performance, and shall complete all required services no later than the dates set forth in Exhibit "A." Any services for which times for performance are not specified in this Agreement shall be started and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Consultant. Consultant shall submit all requests for time extensions to the City in writing no later than ten days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. City shall grant or deny such requests at its sole discretion. Consultant shall not have liability for any delays, expenses, losses, damages or be deemed in breach for liabilities which are caused by any factor outside of its reasonable control, including but not limited to

natural disasters, epidemics, pandemics, quarantine restrictions, adverse weather, or acts of the City, third parties, or governmental agencies.

2.1 Term. The term of this Agreement shall begin on July 20, 2021 and end on July 20, 2022, unless terminated in accordance with Section 6. This Agreement may be extended for an additional one (1) year by the City Manager following a written determination that Consultant has satisfactorily met all the requirements of this Agreement.

3. Compensation. City shall pay Consultant on a time and expense basis, at the billing rates set forth in Exhibit "B," attached and incorporated by reference for services performed under this Agreement.

3.1 Not to Exceed Amount. Consultant's total compensation under this Agreement shall not exceed \$299,988.05. Consultant's billing rates shall cover all costs and expenses for Consultant's performance of this Agreement. No work shall be performed by Consultant in excess of the total compensation amount provided in this section without the City's prior written approval.

3.2 Invoices. Consultant shall submit monthly invoice(s) to the City that describe the services performed, including times, dates, and names of persons performing the services.

3.2.1 If Consultant is providing services in response to a development application, separate invoice(s) must be issued for each application and each invoice shall contain the City's designated development application number.

3.2.2 Consultant's failure to submit invoice(s) in accordance with these requirements may result in the City rejecting said invoice(s) and thereby delaying payment to Consultant.

3.3 Payment. Within 30 days after the City's receipt of invoice(s), City shall make payment to the Consultant based upon the services described on the invoice(s) and approved by the City.

4. Indemnification. Consultant shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against any claims arising out of Consultant's performance or failure to comply with obligations under this Agreement, except to the extent caused by the sole, active negligence or willful misconduct of the City.

In this section, "City" means the City, its officials, officers, agents, employees and volunteers; "Consultant" means the Consultant, its employees, agents and subcontractors; "Claims" includes claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses) and any allegations of these; and "Arising out of" includes "pertaining to" and "relating to".

(The duty of a "design professional" to indemnify and defend the City is limited to claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, under Civ. Code § 2782.8.)

The provisions of this section survive completion of the services or the termination of this Agreement, and are not limited by the provisions of Section 5 relating to insurance.

5. Insurance. Consultant shall, throughout the duration of this Agreement, maintain insurance to cover Consultant, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

5.1 Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than \$4,000,000 general aggregate and \$2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

5.2 Automobile Liability (with coverage at least as broad as ISO form CA 00 01 07 97, for "any auto") "claims made" coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

5.3 Workers' Compensation coverage shall be maintained as required by the State of California.

5.4 Professional Liability "claims made" coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Consultant in an amount not less than \$1,000,000 per claim.

5.5 Endorsements. Consultant shall obtain endorsements to the automobile and commercial general liability insurance policies with the following provisions:

5.5.1 The City (including its elected officials, officers, employees, agents, and volunteers) shall be named as an additional "insured."

5.5.2 For any claims related to this Agreement, Consultant's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

5.6 Notice of Cancellation. Consultant shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Consultant shall immediately obtain a replacement policy.

5.7 Authorized Insurers. All insurance companies providing coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

5.8 Insurance Certificate. Consultant shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City, before the City signs this Agreement.

5.9 Substitute Certificates. Consultant shall provide a substitute certificate of insurance no later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement.

5.10 Consultant's Obligation. Maintenance of insurance by the Consultant as specified in this Agreement shall in no way be interpreted as relieving the Consultant of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Consultant may carry, at its own expense, such additional insurance as it deems necessary. Failure to provide or maintain any insurance policies or endorsements required herein may result in the City terminating this Agreement.

6. Termination. The City may terminate this Agreement by giving ten days' written notice to Consultant. Upon termination, Consultant shall give the City all original documents, including preliminary drafts and supporting documents, prepared by Consultant for this Agreement. The City shall pay Consultant for all services satisfactorily performed in accordance with this Agreement, up to the date notice is given.

7. Dispute Resolution. If any dispute arises between the City and Consultant that cannot be settled after engaging in good faith negotiations, City and Consultant agree to resolve the dispute in accordance with the following:

7.1 Each Party shall designate a senior management or executive level representative to negotiate the dispute;

7.2 The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.

7.3 If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiations between legal counsel. If the aforementioned process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.

7.4 The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.

7.5 The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.

7.6 The dispute resolution process is a material condition to this Agreement and must be exhausted prior to either Party initiating legal action. This dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 et seq.

8. Ownership of Work. All original documents prepared by Consultant for this Agreement, whether complete or in progress, are the property of the City, and shall be given to the City at the completion of Consultant's services, or upon demand from the City. No such documents shall be revealed or made available by Consultant to any third party without the City's prior written consent.

9. Independent Contractor Status. Consultant is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Consultant is not City's employee and Consultant shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization. Consultant is free to work for other entities while under contract with the City. Consultant, and its agents or employees, are not entitled to City benefits.

10. Conflicts of Interest. Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Consultant maintains or acquires such a conflicting interest, the City may terminate any contract (including this Agreement) involving Consultant's conflicting interest.

11. Rebates, Kickbacks, or Other Unlawful Consideration. Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any City official or employee. For breach of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

12. Notices. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party to the addresses listed below. Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated below, or (2) three working days after the deposit in the United States Mail of registered or certified mail, sent to the address designated below.

To City:

Development Services Department
Attn: Robert Armijo, P.E.
City Engineer
333 Civic Center Plaza
Tracy, CA 95376

To Consultant:

Kimley-Horn and Associates, Inc.
Attn: Nikita Petrov, P.E.
Project Manager
4637 Chabot Drive, Suite 300
Pleasanton, CA 94588

With a copy to:
City Attorney
333 Civic Center Plaza
Tracy, CA 95376

13. Miscellaneous.

13.1 Standard of Care. Unless otherwise specified in this Agreement, the standard of care applicable to Consultant's services will be the degree of skill and diligence ordinarily used by reputable professionals performing in the same or similar time and locality, and under the same or similar circumstances.

13.2 Amendments. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.

13.3 Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

13.4 Assignment and Delegation. Consultant may not assign, transfer or delegate this Agreement or any portion of it without the City's written consent. Any attempt to do so will be void. City's consent to one assignment shall not be deemed to be a consent to any subsequent assignment.

13.5 Jurisdiction and Venue. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

13.6 Compliance with the Law. Consultant shall comply with all applicable local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.

13.6.1 Prevailing Wage Laws. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates; employment of apprentices (§ 1777.5), certified payroll records (§1776), hours of labor (§1813 and §1815), debarment of contractors and subcontractors (§1777.1) and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed under this Agreement are part of a "public works" or "maintenance" project, as defined in the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. These prevailing rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents, harmless from any and all claims, costs, penalties, or interests arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

13.6.2 Non-discrimination. Consultant represents and warrants that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Consultant shall also comply with all applicable anti-discrimination federal and state laws, including but not limited to, the California Fair Employment and Housing Act (Gov. Code 12990 (a-f) et seq.).

13.7 Business Entity Status. Consultant is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Consultant. By entering into this Agreement, Consultant represents that it is not a suspended corporation. If Consultant is a suspended corporation at the time it enters this Agreement, City may take steps to have this Agreement declared voidable.

13.8 Business License. Before the City signs this Agreement, Consultant shall obtain a City of Tracy Business License. Consultant shall maintain an active City of Tracy Business License during the term of this Agreement.

13.9 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

13.10 Construction of Agreement. Each Party hereto has had an equivalent opportunity to participate in the drafting of this Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting Party shall not apply hereto.

13.11 Severability. If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

13.12 Controlling Provisions. In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Consultant's proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Consultant's proposal (if any), the Exhibits shall control.

13.13 Entire Agreement. This Agreement and the attached Exhibits comprise the entire integrated understanding between the Parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations or agreements. All exhibits attached hereto are incorporated by reference herein.

14. Signatures. The individuals executing this Agreement on behalf of Consultant represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of Consultant.

[SIGNATURES ON FOLLOWING PAGE]

The Parties agree to the full performance of the terms set forth here.

City of Tracy

By: Nancy D. Young

Title: Mayor

Date: _____

Attest:

Adrienne Richardson, City Clerk

Approved as to form:

Leticia Ramirez, City Attorney

Consultant

Kimley-Horn and Associates, Inc.
North Carolina corporation


By: Brian Sowers

Title: Senior Vice President

Date: 6/15/2021

Federal Employer Tax ID No. 56-0885615

[Note: Depending on type of entity, more than one signature may be required. See Instructions for Agreements §§A.5.c and C.2.b.]


By: Mike Mowery
Title: Vice President
Date: 6/15/2021

Exhibits:

- A Scope of Work, including personnel and time of performance (See Agreement sections 1 and 2.)
- B Compensation (See Agreement section 3.)

EXHIBIT A - Scope of Work

TASK 1 – PROJECT MANAGEMENT, MEETINGS, AND COORDINATION

This task will consist of project coordination and administration for the duration of the project, attending project meetings, and performing quality control on our deliverables. The Consultant staff's administration efforts include initial development and maintenance of a project schedule, work plan, filing system, and processing timely invoices/progress reports.

The Consultant team will attend a project kick-off meeting with the project stakeholders to obtain all necessary information to perform tasks described in the Scope of Work. The Consultant will coordinate with the stakeholders and modify the original project schedule submitted with this proposal. After the kick-off meeting, The Consultant will prepare and distribute meeting minutes in order to document design decisions and action items that arise out of each meeting; these will be distributed to each meeting attendee. Additionally, as outlined in the RFP, The Consultant will revise and resubmit the final project schedule.

In addition, The Consultant will attend up to three (3) additional meetings after 60%, 90%, and 100% submittal review comments are received to go over the City comments.

The Consultant project manager and task managers will supervise, coordinate, and monitor planning and design of the project for conformance with the standards and policies established at the beginning of the project.

Task 1 Deliverables:

- Kick-off meeting minutes
- Final project schedule

TASK 2 – BACKGROUND RESEARCH

Data Collection

The Consultant will coordinate with the City to collect existing available data for the design. Sample data that will be requested includes the following:

- Existing intersection as-builts in hardcopy and/or electronic format
- Boilerplate specifications
- Sample technical specifications
- Any existing utility maps available
- Utility contacts
- Planned projects within the project vicinity

The Consultant will review existing data received from the City, including the as-builts and utility information.

Field Review

The Consultant will conduct a detailed field review of the project area by walking each corridor and recording site conditions. The field review will consist of verifying the locations of existing utilities, confirming the size, percent fill, and condition of existing conduits, verifying loop detector assignments, documenting existing intersection infrastructure with digital photographs and notes, and reviewing plan concepts and designs.

The Consultant will review and log existing traffic signal equipment including signal control equipment, preemption detectors and phase selectors, underground conduit sizes (where accessible) and capacity, and signal communications. A project photo log will be prepared through each project intersection for use during project design. The photo log will be submitted to City staff via Sharefile.

The Consultant will review the existing detection configuration at each project intersection, based upon as-built information provided and any follow-up field confirmation, and provide the City with a list, in memorandum format, of intersections either requiring modifications to the existing detection or needing additional detection for adaptive operation. The adaptive system uses detectors at the stop bar for tuning splits, cycle, and sequence while mid-block, dilemma-zone, or exit zones are used to tune offsets and estimate queue lengths for adaptive operation during oversaturated conditions. Lane-by-lane detection will improve performance of the adaptive system significantly and therefore, the focus of the evaluation will be to provide lane-by-lane detection at the size and locations recommended by McCain for optimum performance of their system. The memorandum will also highlight any other cabinet configuration changes required for the detection.

The Consultant will prepare a system inventory report in Excel format which will include a detailed evaluation of the existing traffic signal system including equipment conditions, type, model, age, and the need to be kept, replaced, or modified for the adaptive signal system. It will also include existing loops, controllers, controller equipment, and signal interconnect system. A preliminary table of existing and proposed equipment is included in the Project Understanding of our proposal.

In addition, as part of the field review, The Consultant will identify potential issues with the installation of new underground conduits (i.e., if utility conflicts exist and/or if conduits are needed). The Consultant will coordinate with utilities up to the start of construction to facilitate the adjustment and relocation of their facilities. Utility design and relocation is not part of this scope of work and it is assumed that utility coordination will transfer to another responsible party at the start of construction.

The Consultant will set up a project Sharefile site as needed for ease of sharing large files between project stakeholders.

Task 2 Deliverables:

- Sharefile sites
- Digital photographs of existing infrastructure via FTP site
- Detection Memorandum
- System Inventory Report (Excel format)

TASK 3 – PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E)

Task 3 will consist of the 60% PS&E, 90% PS&E, 100%, and Final PS&E submittal. Each plan, specification, and estimate will be prepared for each CIP separately, and thus, each submittal will include two sets of plans, specifications, and estimates.

Task 3.1 – Prepare 60% PS&E

Prior to the development of the 60% PS&E documents, our first step will be to develop the base plans for the project locations. This includes developing the base maps with the existing traffic signal and utility information that is received by the City and the utility companies. Base plans will include curb, gutter, sidewalk, and existing striping at each project intersection.

Once the Base Plans are prepared, The Consultant will prepare 60% Plans, Special Provisions, and engineer's opinion of probable cost (estimate) for the installation of various traffic signal elements and

interconnect. The plans and specifications will be prepared based on the 2018 State of California Standard Plans and Specifications. To minimize the effort on the traffic signal plans and maximize efficiency, The Consultant proposes to split the plans into two levels of details based on the amount of improvements at the intersection. Intersections where improvements are minor and do not require extensive detail can be prepared at a 1"=40' scale, and include two intersections on one sheet with condensed pole and conductor schedules showing only the proposed changes. The plans will show minimal amount of details outlining only the traffic signal items that are being changed. Intersections with large amount of improvements, such as cabinet modifications, conduit upgrades, pole modifications, will be prepared at a 1"=20' scale, and each intersection will have two sheets.

The proposed traffic signal modification plans will show proposed traffic signal pole and signal head placement, conduits, pull boxes, signal phasing, and annotation of existing and proposed equipment. Interconnect plans will be prepared at a 1"=20' scale or other appropriate scale. Both interconnect and traffic signal plans will be prepared in the latest version of AutoCAD software.

Per the RFP, the plans will be separated in two projects.

Therefore, the following is an anticipated sheet breakdown for each project:

Adaptive Traffic Signal System on Corral Hollow Road

1. Cover Page - 1 sheet
2. Traffic Signal Details - 1 sheets
3. Fiber-Optic Installation Details – 1 sheet
4. Traffic Signal Modification Plans – 8 sheets
5. Fiber-Optics Plans – 11 Sheets
6. Fiber-Optics Splicing Detail – 5 sheets

Estimated Total Number of Sheets 27 Sheets

Adaptive Traffic Signal System on Eleventh Street

1. Cover Page - 1 sheet
2. Traffic Signal Details - 1 sheet
3. Fiber-Optic Installation Details – 1 sheet
4. Traffic Signal Modification Plans – 8 sheets
5. Fiber-Optics Plans – 10 Sheets
6. Fiber-Optics Splicing Detail – 5 sheets

Estimated Total Number of Sheets 26 Sheets

The Consultant will submit up to three (3) hardcopy sets of the plans, specifications, and estimate and one electronic set of the 60% PS&E to the City, for review and comments.

Task 3.1 Deliverable:

- Three sets (3) of 60% PS&E in electronic and hardcopy format to the City

Task 3.2 – Prepare 90% PS&E

Based on one set of non-conflicting comments from the 60% PS&E comments, The Consultant will advance the PS&E to the 90% level of design. The Consultant will adjust the plans and technical specifications based on the City comments accordingly.

The Consultant will prepare a comment response matrix to be submitted with the 100% submittal. The comment response matrix will include the original comments, The Consultant responses to the comments, and final resolution.

A licensed professional engineer will conduct a peer review and QC/QA of the design plans, schedules, and technical special provisions. A licensed professional engineer will stamp and sign all plan sheets for this submittal.

The Consultant will submit up to three (3) hardcopy sets of the plans and one electronic set of the 60% PS&E to the City, for review and comments.

Task 3.2 Deliverable:

- Three (3) sets of 90% PS&E in electronic and hardcopy format to the City

Task 3.3 – Prepare 100% PS&E

Based on one set of non-conflicting comments from the 90% PS&E comments, The Consultant will advance the PS&E to the 100% level of design. It is expected that the comments will not result in a major change in design. The Consultant will adjust the plans and technical specifications based on the City comments accordingly.

The Consultant will prepare a comment response matrix to be submitted with the Final submittal.

Task 3.3 Deliverable:

- Three (3) sets of 100% PS&E in electronic and hardcopy format to the City

Task 3.4 – Prepare 100% (Final) PS&E

Based on any 100% non-conflicting comments, The Consultant will advance the construction documents to the Final level of design. The final submittal will consist of the following:

- Final Plan(s) on Mylar (1 set). Plans will be signed and sealed by a State of California registered civil engineer. Plans will be provided to the City electronically in AutoCAD 2017 format.
- Final Technical Specifications in electronic format (Microsoft Word 2016 format)
- Final Estimates of Probable Construction Cost in electronic format (Microsoft Excel 2016 format)

Task 3.4 Deliverable:

- One (1) set of 100% (Final) PS&E to the City

TASK 4 – ENCROACHMENT PERMITS

After receiving the 60% comments, our team will start the process of coordination and submittal of the encroachment permit with Caltrans and UPRR.

The Consultant is familiar with the Caltrans encroachment permit application process. The Consultant do not expect many comments from Caltrans as we are not modifying their facilities. The Consultant will fill out the application and submit it to the City for signing. After the application is signed, the Consultant will forward it to the local Caltrans representative. Based on our past experience, Caltrans may provide one (1) set of comments. On rare occasions, Caltrans may request changes that fall outside of design scope. In this situation, the Consultant will schedule a meeting with Caltrans and the City and will try to resolve this matter in the most cost-effective way.

The Consultant will submit an on-line encroachment permit application with UPRR and provide coordination. UPRR requires a fee for their application, and therefore The Consultant will coordinate

with the City how to best approach this. At this point, the Consultant is not forcing installation of new conduits across UPRR rail lines, and therefore do not expect many comments. If the detailed field review shows that new conduits may be required across UPRR lines, the Consultant will coordinate with the City to propose a best plan to handle this.

For both encroachment permits, the Consultant will keep the City in the loop in all processes. If needed, the Consultant will schedule meetings to coordinate design approaches and to resolve comments or issues.

This task includes up to four (4) project meetings with Caltrans and Union Pacific.

TASK 5 – CONSTRUCTION SUPPORT

The Consultant will provide support during the construction phase of this project on an as-needed basis. This support shall consist of attending up to two (2) field meetings, responding to RFIs to provide clarification on the design plans and/or technical specifications, and preparation of record "as-built" drawings.

The Consultant's field meetings will be for the purpose of endeavoring to provide the City a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by The Consultant.

Bidding and construction phase engineering support will include answering City staff questions during the bid and award of the contract, reviewing submittals, responding to contractor requests for information (RFIs), reviewing contract change orders, preparation of addenda, and preparation of record drawings. The Consultant will review change orders as requested by the contractor and communicate with the City of any redesign efforts resulting from the change order. It is assumed that any redesign efforts will be minor in nature and will only be done if approved by the City. The Consultant will provide addenda and a final conform set of construction drawings with all addenda. In addition, this task also includes coordination with the adaptive system vendor during the bidding phase.

Attendance at regular construction meetings, including the pre- and post-construction meetings is included in the scope provided for Task 1. Additional services that can be provided by The Consultant, if requested by the City, include the preparation of substantial completion punch lists and any new design that results from construction or for convenience of the adaptive system vendor.

Bidding and construction phase engineering support services will be provided on a time and materials basis, based on hourly billing rates, up to the maximum number of hours as indicated in the sealed Fee Proposal. Forty (40) maximum hours of effort are assumed in this task. The Consultant will notify the City upon reaching approximately 80% of the approved level of effort and provide recommendation or request additional contract authorization if necessary.

Additional services will be provided if requested by the City, subject to additional fees.

Task 5 Deliverables:

- Review and preparation of responses for submittals
- Preparation of responses for RFIs
- Review and preparation of responses for CCOs
- Preparation of project addenda
- Preparation of conform set of construction documents including all addendums
- Preparation of record drawings

TASK 6– ADAPTIVE SYSTEM SIGNAL TIMING

Task 6.1 – Adaptive Timing Development

The Consultant will work closely with the City to determine the adaptive system parameters that will be implemented at the project intersections. This includes, but is not limited to, the following:

- Timing intervals for cycle length adjustments
- Times of the day for adaptive operation (activation and release of adaptive control)
- Alternative minimum times for pedestrians (walk interval only)
- Pedestrian call suppression
- Cycle length transition times
- Phase minimums and maximums

Since the adaptive system's algorithms will control the actual implementation of the adjustments, the parameters the Consultant will develop will be for those that are entered into the adaptive system's configuration files. The Consultant will coordinate with McCain on the specifics of parameters that will need to be developed and submit to the City for review.

The proposed adaptive system, McCain Transparency adaptive, utilizes base signal timing as the starting point for the adaptive options. Therefore, new/updated signal timing will be prepared for the proposed adaptive operation. A Synchro model will be developed to be used to review/update the base signal timing parameters. The model will be developed for Corral Hollow Road and Eleventh Street corridors for the weekday traffic conditions during the AM (7-9am), midday (11a-1p), and PM (3-6p) peak period conditions, and for the weekend traffic conditions during the peak period as determined using historic counts. The traffic model will yield the output of the Time-Space Diagrams (TSD) on which the Consultant will indicate the green bands, phase numbers, phase split allocations (average splits), offsets (average), intersection numbers, and intersection names.

It is noted that because of the nature of adaptive systems, the TSD will continuously vary over the course of the day when under adaptive control. Thus, the TSD that the Consultant will prepare will be based on averages for those parameters that fluctuate under adaptive control.

The traffic model will be developed based on existing signal timing information and traffic counts. The Consultant will collect peak hour turning movement counts using a data collection subconsultant, IDAX, at each intersection which will be used to develop the optimum cycle length for each corridor and initial splits for each movement. The counts will be collected for AM, Midday, PM, and weekend peak periods. If the City has a historic counts that they want to use instead, The Consultant proposes to collect spot counts at few intersections to understand the difference between historic and actual counts, and can adjust the historic counts based on that difference.

Task 6.2 – Adaptive System Evaluation

Our overall approach to conducting the System Evaluation is to keep it simple, yet effective. The Consultant will define an evaluation plan that will focus on the specific parameters the City is interested in, including collecting only the data that is needed to conduct the evaluation.

The Consultant will prepare and conduct a detailed evaluation of the adaptive system to assess the performance of the system. The first part of the evaluation will be based on the "Before" and "After" Study and the field data that is collected along with the Synchro model that is developed.

“Before” Field Survey

A floating car “Before” Travel Time Study will be conducted for the Corral Hollow Road and Eleventh Street corridors. The study will be conducted in accordance with the ITE Manual of Transportation Studies methodology. Up to six (6) runs will be conducted in each direction along the corridor during each of the weekday AM, midday, PM, and weekend peak periods.

The “Before” study will collect traffic data in order to complete the System Evaluation and will be summarized for the corridor and will include the average travel time, stops, total delay time, speed, distance traveled, stopped delay and queues. The Consultant will submit a summary of the “Before” information to the City.

The Consultant will also collect average stopped delay and queues in the field at three locations on each corridor under the “Before” study. The Consultant will collect queues using a data subconsultant. The queues will be collected during the AM, MID, and PM peak hours on 3 selected side streets. Queues on side streets will help us better understand the impact of installing the adaptive system on the corridor.

The “Before” Study and “Before” queuing data will be collected a week or two prior to implementation of the adaptive system. This is done to make sure that there is no large gap between “Before” and “After” study and major change in traffic patterns.

“After” Vehicular Travel Time Study

The Consultant will conduct an “After” study and prepare the project report to document the changes in intersection operations before and after the adaptive system implementation. This “After” study will be consistent with the “Before” study outlined above.

The “After” queuing data on side streets will also be collected during the “After” evaluation using similar parameters as the “Before” collection, and will be used in the system evaluation.

The field data combined with the traffic model will form the basis for the final report. At a minimum, the following performance criteria will be evaluated for the System Evaluation:

- Average Speed Increases
- Stop Reductions (no. of stops)
- Stopped Delay Reductions
- Levels of Service (all project intersections)
- Travel Time Reductions
- Fuel Consumption Reductions
- Benefit/Cost Ratio Improvements

Task 6 Deliverables:

- Copies of Synchro traffic models for existing conditions and fine-tuned post construction operations at the 10 project intersections
- Time-Space Diagrams (TSD) for the three peak periods
- Copies of Before and After Travel Time Study data
- Draft and Final of the System Evaluation Report

Project Team

Nikita Petrov, PE, FOI
Brian Sowers, PE
Kwasi Akwabi, PE
Clara Wong, PE
Tim McCarron, EIT
Louise Elzvik
IDAX Data Solutions

Project Schedule

The Consultant's proposed project schedule of work is provided on the following page.

City of Tracy -- Professional Services Agreement with Kimley-Horn and Associates, Inc. (CIP 72098 &72113)

The following project schedule summarizes the duration of each task, including agency review period, based on the number of weeks from Notice To Proceed (NTP). A revised schedule with dates of submittals can be provided after determining actual expected time to begin project.

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Rev. December 2019

City of Tracy – Professional Services Agreement with Kimley-Horn and Associates, Inc. (CIP 72098 & 72113)

EXHIBIT B - Compensation

CITY OF TRACY

Adaptive Traffic Signal System - Eleventh Street
CIP 72098

CITY OF TRACY
Adaptive Traffic Signal System - Corral Hollow Road
CIP 72113

Kimley-Horn and Associates, Inc.										
Category/Title	Name	Principal in Charge	Project Manager	QC/QA	Sr. Professional	Professional	Analyst			
		Billing Rate	Direct Rate	Billing Rate	\$68.78	\$61.06	\$76.28	\$80.69	\$52.48	\$39.12
Task 1	Project Management and Meetings	4	34			8		12	58	\$ 10,563.34
1.1	Kick-Off Meeting		4			4			6	\$ 1,474.72
1.2	Project Coordination	4	30			4		12	50	\$ 9,088.61
Task 2	Background Research		12			28	36		76	\$ 11,723.73
2.1	Field Reconnaissance		8			20	20		48	\$ 7,534.92
2.2	Utility Information		2			4	8		14	\$ 2,094.41
2.3	As-Built Plans		2			4	8		14	\$ 2,094.41
Task 3	PS&E	16	86	32	18	130	200		482	\$ 81,865.01
3.1	60% Submittal	8	32	18	8	54	60		200	\$ 34,569.83
3.2	90% Submittal	4	24	8	4	40	60		140	\$ 23,379.76
3.3	100% Submittal	2	18	4	4	24	40		92	\$ 15,355.21
3.4	Final Plans	2	12	2	2	12	20		50	\$ 8,560.69
Task 4	Caltrans and UPRR Encroachment Permit		12		8	8			28	\$ 5,838.62
4.1	Caltrans Encroachment Permit and Coordination		4		4	4			12	\$ 2,522.77
4.2	UPRR Encroachment Permit and Coordination		8		4	4			16	\$ 3,315.85
Task 5	Construction Support		20			28	8		56	\$ 9,753.11
5.1	Assist with Bid Document Preparation		4			8			12	\$ 2,156.36
5.2	Submittals Review		4			8			12	\$ 2,156.36
5.3	RFI Classification		4						4	\$ 793.08
5.4	Field Meetings		8			8			16	\$ 2,949.44
5.5	Record Drawings					4	8		12	\$ 1,697.85
Task 6	Adaptive System Signal Timing	32	12		72	52			168	\$ 30,479.21
6.1	Developing Models	8	4			24	12		48	\$ 8,713.91
6.2	Prepare/Review System Parameters	16	4			8			28	\$ 6,768.86
6.3	'Before' Field Survey					8	12		20	\$ 2,887.62
6.4	'After' Studies					8	12		20	\$ 2,887.62
6.5	Prepare Final Memorandum	8	4			24	16		52	\$ 9,221.62
	TOTAL HOURS	52	176	32	26	274	296	12	868	
	Subtotal Labor:	\$ 14,990.62	\$ 34,895.58	\$ 7,926.14	\$ 6,812.30	\$ 46,692.31	\$ 37,600.32	\$ 1,305.74		\$ 150,223.02
	Other Direct Costs									\$ 11,545.58
	Labor Escalation									\$ 3,755.58
	Traffic Counts/Queue Study (IDAX Data Solutions)									\$ 7,790.00
	TOTAL COST:									\$ 161,768.60

RESOLUTION 2021-_____

APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY- HORN & ASSOCIATES, INC. OF PLEASANTON, CALIFORNIA FOR A NOT-TO-EXCEED AMOUNT OF \$299,988 TO PROVIDE PROFESSIONAL ENGINEERING DESIGN SERVICES INCLUDING

THE PREPARATION OF CONSTRUCTION DOCUMENTS FOR THE ADAPTIVE TRAFFIC SIGNAL SYSTEM PROJECTS ON ELEVENTH STREET (CIP 72098) AND CORRAL HOLLOW ROAD (CIP 72113), AND AUTHORIZING AN APPROPRIATION OF \$135,000 FROM GAS TAX FUND (F245)

WHEREAS, Adaptive Traffic Signal System on Eleventh Street CIP 72098, and Adaptive Traffic Signal System on Corral Hollow Road CIP 72113, are both approved Capital Improvement Projects, and

WHEREAS, CIP 72098 involves the installation of an Adaptive Traffic Signal system on Eleventh Street between Corral Hollow Road and MacArthur Drive, while CIP 72113 involves the installation of the Adaptive Signal System on Corral Hollow Road between Schulte Road and West Valley Mall, and

WHEREAS, These projects seek to improve the traffic flow along these corridors by reducing the total traffic delays, reducing the traffic stops made by vehicles, and improving the Level of Service (LOS) of the corridors, and

WHEREAS, The projects will upgrade all existing Type 170 traffic signal controllers in these corridors to the advanced McCain 2070 controllers with Omni firmware, install/upgrade CCTV cameras, install/modify system detectors at all intersections, install fiber interconnect communication system along within project limits, update any outdated traffic signal equipment, and install required equipment to provide adaptive system on the corridor, and

WHEREAS, The system shall be integrated to provide communication with the City's existing traffic control management system located at City Hall, Support Services Building, and

WHEREAS, The existing Advanced Traffic Management System (ATMS) at the City Hall is Quicknet by McCain Systems, Inc., which will be upgraded as part of CIP 72113, to the most current ATMS software, and

WHEREAS, On November 30, 2020, the City issued a Request for Proposals (RFP) for the design services of the Adaptive Traffic Signal System on Eleventh Street and Corral Hollow Road, CIP 72098 and CIP 72113, and

WHEREAS, On January 20, 2021, the City received a total of three (3) proposals, and

WHEREAS, City has determined that from the proposals received, Kimley-Horn & Associates, Inc. possesses the skills, experience, and certification required to provide the design services for the project, and

WHEREAS, Staff negotiated with Kimley-Horn & Associates, Inc. to provide engineering design services on a time and material basis, for an amount not-to-exceed \$299,988, which is reasonable and competitive, and

WHEREAS, The City had applied and received Congestion Mitigation and Air Quality Grants (CMAQ) in 2012 for the construction of these projects, and

WHEREAS, The City received \$701,250 for the Adaptive Signal System on Eleventh Street CIP 72098, and \$877,250 for the Adaptive Signal System on Corral Hollow Road CIP 72113, and

WHEREAS, There is currently \$94,000 Gas Tax funds remaining in CIP 72098 and \$100,000 Gas Tax funds remaining in CIP 72113 as design budget, which is insufficient to award the project and cover staff costs, and

WHEREAS, An additional appropriation of \$135,000 from the Gas Tax Fund (F245) is needed to complete the design phase for both projects;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby approves a Professional Services Agreement with Kimley-Horn & Associates, Inc., of Pleasanton, California, for a not-to-exceed amount of \$299,988, to provide professional engineering design services including the preparation of construction documents for the Adaptive Traffic Signal Systems projects on Eleventh Street (CIP 72098) and Corral Hollow Road (CIP 72113), and authorize an additional appropriation of \$135,000 from the Gas Tax Fund (F245).

* * * * *

The foregoing Resolution 2021-_____ was passed and adopted by the Tracy City Council on the 20th day of July, 2021, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.D

REQUEST

AUTHORIZE THE ACCEPTANCE OF \$13,977 FROM THE 2021 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FOR FUNDING EQUIPMENT, TECHNOLOGY, AND OTHER MATERIAL DIRECTLY RELATED TO BASIC LAW ENFORCEMENT FUNCTIONS AND APPROVE THE APPROPRIATION TO THE POLICE DEPARTMENT BUDGET FOR FISCAL YEAR 21/22

EXECUTIVE SUMMARY

The City of Tracy has been awarded \$13,977 from the federal Justice Assistance Grant (JAG) Program for funding technology and equipment for law enforcement officers. This report recommends that the City of Tracy accept the grant and authorize an appropriation of \$13,977 to the Tracy Police Department budget for fiscal year 2021/2022.

DISCUSSION

The Edward Byrne Justice Assistance Grant (JAG) Program (42 U.S.C. 3751(a)) is the primary provider of federal criminal justice funding to state and local jurisdictions. JAG funds support all components of the criminal justice system by improving the effectiveness and efficiency of criminal justice systems, processes, and procedures.

Agencies are allowed to use this grant to support law enforcement related to procuring equipment, technology, and other material directly related to basic law enforcement functions.

The Tracy Police Department has determined that the most appropriate use of this grant is to enhance its Geographic Information System Mapping (GIS) services to ensure officer safety and citizen safety. GIS services provide accurate mapping information through the Police Department's Computer Aided Dispatching (Mark 43) system, and allows for the geographical tracking of officers, provides accurate location information for dispatching services, and assists the department with progress towards becoming Next Generation 9-1-1 compliant. The department will utilize \$13,558 of the grant to assist with the purchase and upgrade of GIS services to ensure the city's mapping system performs at the highest levels of public safety GIS data completeness and accuracy needed to support the requirements for Next Generation 9-1-1 compliance.

Preliminary quotes estimate that the initial cost of GIS is approximately \$24,000 with an annual maintenance of \$5,500. Additional funding will be from the Police Department's operational budget.

In addition, per the requirements set forth by the JAG program, 3% (\$419) of the award will be set aside and dedicated to the department completing its transition from Uniform Crime Reporting (UCR) to National Incident Based Reporting System (NIBRS) for the department's statistical crime reporting requirements.

Proposed JAG Grant Expenses	
Officer Technology and Equipment	Cost
Geographic Information System Mapping (GIS)	\$13,558
JAG Grant requirement – 3% set aside for NIBRS compliance	\$419
Total	\$13,977

STRATEGIC PLAN

This agenda item relates to Council's Strategic Priorities for Public Safety.

FISCAL IMPACT

An additional cost of implementation estimated to be approximately \$9,000 the first year, and an additional \$5,500 annually for maintenance will be funded through the Police Department's operational budget. Accepting this grant funding requires the funds to be appropriated from the federal JAG program and \$13,977 added to the Police Department's operating budget.

RECOMMENDATION

Staff recommends that City Council approve by resolution the acceptance of the 2021 Edward Byrne Memorial Justice Assistance Grant (JAG) in the amount of \$13,977 for funding equipment, technology, and other material directly related to basic law enforcement functions and approve the appropriation of \$13,977 to the Police Department's budget for FY 21/22.

Prepared by: Beth Lyons-McCarthy, Support Operations Manager

Reviewed by: Sekou Millington, Chief of Police
Karin Schnaider, Finance Director

Approved by: Jenny Haruyama, City Manager

RESOLUTION _____

AUTHORIZING THE ACCEPTANCE OF \$13,977 FROM THE 2021 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FOR FUNDING EQUIPMENT, TECHNOLOGY, AND OTHER MATERIAL DIRECTLY RELATED TO BASIC LAW ENFORCEMENT FUNCTIONS AND APPROVE THE APPROPRIATION TO THE POLICE DEPARTMENT BUDGET FOR FISCAL YEAR 21/22

WHEREAS, The United States Department of Justice, Office of Justice Programs, Bureau of Justice Assistance coordinates the annual Edward Byrne Justice Assistance Grant (JAG) Program that makes available federal public safety funds to local jurisdictions, and

WHEREAS, The City of Tracy is eligible to receive \$13,977 for calendar year 2021 under a pre-designated grant formula, and

WHEREAS, The Tracy Police Department intends to use the appropriation of \$13,977 to purchase Geographic Information System Mapping services (GIS), and set aside 3% of awarded funds for the department's completion of its transition from Uniform Crime Reporting (UCR) to National Incident Based Reporting System (NIBRS), and

WHEREAS, Staff recommends City Council accept the Edward Byrne Memorial Justice Grant.

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby accepts the \$13,977 grant award from the 2021 Edward Byrne Memorial Justice Assistance Grant (JAG) Program for the funding of equipment, technology, and other material related to basic law enforcement functions and authorizes the appropriation of \$13,977 to the Tracy Police Department budget for fiscal year 21/22.

* * * * *

The foregoing Resolution _____ was passed and adopted by the Tracy City Council on the 20th day of July, 2021, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.E

REQUEST

AUTHORIZE THE SUBMISSION OF A UNITED STATES DEPARTMENT OF JUSTICE COMMUNITY ORIENTED POLICING SERVICES (COPS) GRANT APPLICATION FOR THE PROJECTED AMOUNT OF \$250,000 FOR THE EXPANSION OF CRISIS INTERVENTION TEAMS TO EMBED MENTAL AND BEHAVIORAL HEALTH SERVICES WITH LAW ENFORCEMENT AND AUTHORIZE THE CITY MANAGER TO ACCEPT THE GRANT IF AWARDED

EXECUTIVE SUMMARY

The City of Tracy Police Department has an opportunity to submit a grant application for the Department of Justice's Community Oriented Policing Services (COPS) Crisis Intervention Teams grant for funding the expansion of crisis intervention teams to embed mental and behavioral health services with law enforcement to improve the response to individuals in crisis throughout the community.

The Crisis Intervention Teams grant offers awards up to \$250,000 for departments that offer programs in support of these efforts and to improve the delivery of mental and behavioral health services. Staff recommends that the City of Tracy submit an application and if awarded, that Council authorize the appropriation to the Police Department budget for FY 21/22.

DISCUSSION

In the last three years, Tracy Police Department has on average responded to approximately 1,700 to 2,000 calls related to people in crisis (an average of 38 calls per week). Crisis-related calls tend to require more resources and time, and involve volatile and unpredictable circumstances that increase the likelihood of danger to officers and civilians. Some crisis-related calls can take nearly three hours, depending on the level of crisis. This is time that patrol officers do not have the ability to manage along with all the other patrol demands.

In response to the rising number of crisis-related calls and the volatility of such calls, Tracy Police Department began piloting a program, the Mobile Evaluation Team (MET), a concept that paired San Joaquin County Department of Behavioral Health (SJCDBH) clinicians with officers trained in crisis intervention and de-escalation. The goal of this collaboration was to de-escalate crisis calls and quickly pair those in crisis with a clinician so they can receive immediate help and assessment. Another goal of the program was that it would alleviate patrol resources and allow officers to attend to the other policing needs of the City.

The part-time program was implemented in March of 2021, with a one day-a-month commitment from both agencies. The team would respond to referrals (generated by community members and Tracy Police Department officers) submitted to SJCDBH with the purpose of safely assessing the referred patients, allowing clinicians to assess, and officers to act as safety agents. It became obvious there was a need for more frequent

deployments, so the program was adjusted to a twice-a-month model in May of 2021. The increase in deployment frequency naturally cut down on the time a patient was referred until the patient was assessed by MET. Also, in an effort to be more of a real-time force, in June of 2021, MET, in addition to responding to referrals, began responding to any patrol calls for service that involved a person in crisis during their deployment days. This real-time deployment model instantly pairs those in crisis with MET members and has proven successful in shielding patrol resources from crisis calls while more importantly getting those in crisis the much needed help in a real-time setting.

Current staffing shortages of clinicians and dedicated officers prevent this program from being a full-time model. A grant of this size could potentially fund a full-time clinician dedicated to this work, supplemented by a full-time MET officer. MET's pairing of clinicians with specially trained officers is a collaborative effort that ensures the proper personnel and resources are dealing with people in crisis, and alleviating patrol officers from responding as the primary resource to a problem they may not have the time or specific training for. Handling crisis calls are costly and often lead to potential liability, which have resulted in significant changes in policing. This grant will allow the Tracy Police Department and City to align with evolving police practices and crisis intervention.

STRATEGIC PLAN

This agenda item relates to the Council's Strategic Plan in the area of Public Safety.

FISCAL IMPACT

There is no negative impact to the current fiscal budget as no City match is required. Accepting this grant funding requires the funds to be appropriated from the Federal COPS Program and the award be added to the Police Department's Operating Budget.

RECOMMENDATION

Staff recommends that City Council authorize by resolution the submission of a United States Department of Justice Community Oriented Policing Services (COPS) grant application for the projected amount of \$250,000 for the expansion of crisis intervention teams to embed mental and behavioral health services with law enforcement and authorize the City Manager to accept the grant if awarded.

Prepared by: Beth Lyons-McCarthy, Police Support Operations Manager
Richard Graham, Police Sergeant

Reviewed by: Sekou Millington, Chief of Police
Karin Schnaider, Finance Director

Approved by: Jenny Haruyama, City Manager

RESOLUTION _____

AUTHORIZING THE SUBMISSION OF A UNITED STATES DEPARTMENT OF JUSTICE COMMUNITY ORIENTED POLICING SERVICES (COPS) GRANT APPLICATION FOR THE PROJECTED AMOUNT OF \$250,000 FOR THE EXPANSION OF CRISIS INTERVENTION TEAMS TO EMBED MENTAL AND BEHAVIORAL HEALTH SERVICES WITH LAW ENFORCEMENT AND AUTHORIZING THE CITY MANAGER TO ACCEPT THE GRANT IF AWARDED

WHEREAS, The City of Tracy Police Department has learned of a grant funding opportunity through the United States Department of Justice Community Oriented Policing Services (COPS) Office with an award opportunity to support the expansion of crisis intervention teams, and

WHEREAS, The grant includes awards up to \$250,000 and includes a two (2) year grant term, and

WHEREAS, This grant, if awarded, would support efforts to expand the Tracy Police Department's Mental Health Evaluation Team and its response to individuals in crisis, and

WHEREAS, This grant will allow the Tracy Police Department and City to align with evolving police practices and crisis intervention by supporting a collaboration of officers trained in de-escalation and crisis intervention with clinicians from San Joaquin County Department of Behavioral Health (SJCDBH) to provide immediate help and assessment to those in need.

NOW, THEREFORE BE IT RESOLVED, That the City Council of the City of Tracy hereby authorizes the submission of a United States Department of Justice Community Oriented Policing Services (COPS) grant application for a projected amount of \$250,000 for the expansion of crisis intervention teams to embed mental and behavioral health services with law enforcement and authorizes the City Manager to accept the grant, if awarded.

* * * * *

The foregoing Resolution _____ was passed and adopted by the Tracy City Council on the 20th day of July, 2021, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

July 20, 2021

AGENDA ITEM 1.F

REQUEST

AWARD A CONSTRUCTION CONTRACT TO TRACY GRADING AND PAVING, INC., OF TRACY, CALIFORNIA, IN THE AMOUNT OF \$1,297,510 FOR THE PAVEMENT REHABILITATION PROJECT FY 2019-2020 CIP 73176, WITH A NOT-TO-EXCEED BUDGET OF \$1,497,138, AND AUTHORIZE THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO THE CONTINGENCY AMOUNT OF \$129,752, IF NEEDED

EXECUTIVE SUMMARY

City staff requests that City Council award a construction contract for the Pavement Rehabilitation Project FY 2019-2020 CIP 73176 (“Project”), on Naglee Road between Grant Line Road and Pavilion Parkway, Naglee Road between Larch Road and 331 feet south of Larch Road, Hollywood Avenue between Holly Drive and Mae Avenue, Mae Avenue between Beverly Place and Eaton Avenue, and 12th Street between Holly Drive and Adam Street. The Project is part of City’s annual street improvement program and is funded through Measure K, Gas Tax, and SB1 RMRA (Road Maintenance and Rehabilitation Account) revenues.

DISCUSSION

This project is part of the City’s annual street improvement program and consists of pavement reconstruction of Naglee Road (Larch Road to 331 feet south of Larch Road) and asphalt concrete (AC) overlay on Naglee Road (Grant Line Road to Pavilion Parkway), Hollywood Avenue (Holly Drive to Mae Avenue), Mae Avenue (Beverly Place to Eaton Avenue), and 12th Street (Adam Street to Holly Drive), including AC grinding, pavement repair, signing, striping, traffic signal loop replacement, sidewalk repair, curb and gutter repair, and curb ramp replacement.

Street selections were based on life cycle and cost-benefit analysis using the City’s Pavement Management Program and coordinated with the City’s Public Works Department, Street Maintenance Division.

Engineering staff prepared the plans and specifications and advertised the project for competitive bids on May 21, 2021, and May 28, 2021.

Bids were received and publicly opened via Skype conference call at 3:00 p.m. on Monday, June 21, 2021, with the following results:

Contractor	Base Bid
Tracy Grading and Paving, Inc., Tracy, CA	\$1,297,509.98
Knife River Construction Inc., Stockton, CA	\$1,448,691.00
United Pavement Maintenance Inc., Hughson, CA	\$1,904,548.00

Bid analysis indicates that the lowest monetary bid is responsive and the bidder, Tracy Grading and Paving, Inc. of Tracy, California, is responsible. The bidder has the appropriate contractor’s license in active standing with the State of California, and has completed similar projects within the City of Tracy.

The total estimated cost of this project, if awarded to the lowest bidder, is as follows:

Construction Bid	\$1,297,510
Construction Management (5%)	\$64,876
Design Support During Construction	\$5,000
Contingency @ 10%	\$129,752
Total Project Cost	\$1,497,138

Tracy Municipal Code Section 2.20.090(b) authorizes the City Manager to approve change orders up to the contingency amount approved by Council. City staff recommends the contingency amount for this project to be \$129,752, which is 10% of the construction contract cost.

STRATEGIC PLAN

This agenda item supports the City of Tracy's Quality of Life Strategic Priority, and specifically implements the following goal: Goal 1: Advance green and roadway infrastructure project that improve connectivity, including bike lanes.

FISCAL IMPACT

The estimated project cost is \$1,497,138 and will be funded by CIP 73176 Pavement Rehabilitation Project. CIP 73176 has a current available budget of \$2,067,120 and the project funding breakdown is as follows:

	Budget	Cost	Balance
Measure K	\$ 536,450	\$ 101,468	\$ 434,982
Gas Tax	\$ 135,000	\$ -	\$ 135,000
SB1 RMA	\$ 1,395,670	\$ 1,395,670	\$ -
Totals	\$ 2,067,120	\$ 1,497,138	\$ 569,982

The remaining balance in the project will be released back into fund balance.

RECOMMENDATION

That City Council, by resolution, award a construction contract to Tracy Paving and Grading, Inc. of Tracy, California, in the amount of \$1,297,510 for the Pavement Rehabilitation Project CIP 73176, with a not-to-exceed budget of \$1,497,138 for design support, award of contract, construction management, and contingency, and authorize the City Manager to approve change orders up to the specified project contingency amount of \$129,752, if needed.

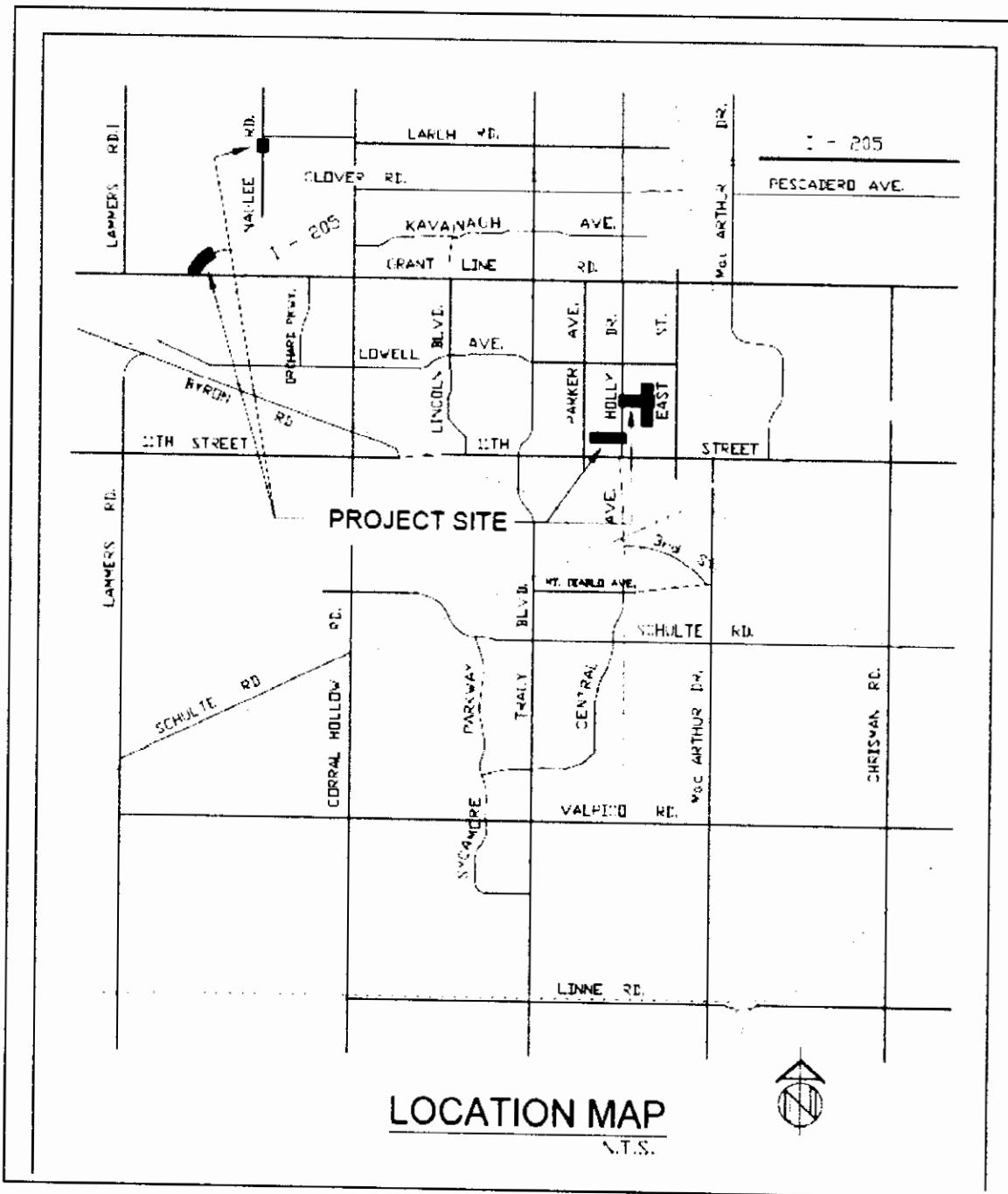
Prepared by: Anju Pillai, PE, Senior Civil Engineer
Mark Bretz, Assistant Engineer

Reviewed by: Robert Armijo, PE, City Engineer/Assistant Development Services Director
Karin Schnaider, Finance Director
William Dean, Interim Development Services Director

Approved by: Jenny Haruyama, City Manager

ATTACHMENTS

Attachment A – Location Map



LOCATION MAP City of Tracy

RESOLUTION 2021-_____

AWARDING A CONSTRUCTION CONTRACT TO TRACY GRADING AND PAVING INC., OF TRACY, CALIFORNIA, IN THE AMOUNT OF \$1,297,510 FOR THE PAVEMENT REHABILITATION PROJECT FY 2019-2020 CIP 73176, WITH A NOT-TO-EXCEED BUDGET OF \$1,497,138, AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO THE CONTINGENCY AMOUNT OF \$129,752, IF NEEDED

WHEREAS, This project is part of the City's annual street improvement program and consists of pavement reconstruction of Naglee Road (Larch Road to 331 feet south of Larch Road) and asphalt concrete (AC) overlay on Naglee Road (Grant Line Road to Pavilion Parkway), Hollywood Avenue (Holly Drive to Mae Avenue), Mae Avenue (Beverly Place to Eaton Avenue), and 12th Street (Adam Street to Holly Drive), including AC grinding, pavement repair, signing, striping, traffic signal loop replacement, sidewalk repair, curb and gutter repair, and curb ramp replacement, and

WHEREAS, The street selections were based on life-cycle and cost-benefit analysis using the City's Pavement Management Program and coordinated with the City's Public Works Department, Street Maintenance Division, and

WHEREAS, The project was advertised for competitive bids on May 21, 2021, and May 28, 2021, and bids were received and publicly opened via Skype Conference at 3:00 p.m., on June 21, 2021, and

WHEREAS, Tracy Grading and Paving Inc., of Tracy, California was the apparent lowest bidder, and

WHEREAS, The bid analysis indicates their bid is "responsive" and the bidder is "responsible," and

WHEREAS, Tracy Municipal Code Section 2.20.090(b) authorizes the City Manager to approve change orders up to the contingency amount approved by City Council, and

WHEREAS, The recommended contingency amount for this project is \$129,752, or 10% of the contract, and

WHEREAS, These are approved Capital Improvement Projects funded through Measure K, Gas Tax and SB1 RMRA (Road Maintenance and Rehabilitation Account) revenues, and

WHEREAS, The City Council has authorized a not-to-exceed budget for CIP of \$1,497,138; including design, award of contract, construction management, and contingency;

Construction Bid	\$1,297,510
Construction Management (5%)	\$64,876
Design Support During Construction	\$5,000
Contingency @ 10%	\$129,752
Total Project Cost	\$1,497,138

NOW, THEREFORE BE IT RESOLVED, That City Council of the City of Tracy hereby awards a construction contract to Tracy Paving and Grading, Inc. of Tracy, California, in the amount of \$1,297,510 for the Pavement Rehabilitation Project FY 2019-2020 CIP 73176, with a not-to-exceed budget of \$1,497,138 including design support, award of contract, construction management, and contingency, and authorizes the City Manager to approve change orders up to the specified project contingency amount of \$129,752, if needed.

* * * * *

The foregoing Resolution 2021-_____ was adopted by the Tracy City Council on the 20th day of July 2021, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

July 20, 2021

AGENDA ITEM 1.G

REQUEST

APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY- HORN & ASSOCIATES, INC. OF SACRAMENTO, CALIFORNIA FOR A NOT-TO-EXCEED AMOUNT OF \$74,730 TO PROVIDE PROFESSIONAL ENGINEERING SERVICES, FOR THE LOCAL ROADWAY SAFETY PLAN (LRSP) CIP 72119, STATE PROJECT NUMBER: LRSPL – 5192(047), AND APPROVE AN APPROPRIATION OF \$20,000 FROM GAS TAX FUND (F245)

EXECUTIVE SUMMARY

This agenda item, with City Council approval, would approve a Professional Services Agreement (PSA) with Kimley-Horn & Associates, Inc. for the professional engineering services for a not-to-exceed amount of \$74,730 for the Local Roadway Safety Plan (LRSP) CIP 72119, State Project Number: LRSPL -5192(047). These services include the development of a plan that helps the City identify the factors that contribute to most local traffic collisions, identify the potential traffic safety projects, and will better position the City for safety funding from state and federal grant programs. The City received \$72,000 State funds for the Safety Analysis of this project. An additional appropriation of \$20,000 from the Gas Tax Fund (F245) is needed to complete the project, which includes staff costs and the PSA.

DISCUSSION

CIP 72119 is an approved Capital Improvement Project, created for the development of the LRSP (Local Roadway Safety Plan). The State has allocated \$72,000 of State funds for this project.

The development of the LRSP will provide the City the opportunity to proactively correct high collision or problem locations and prevent local road fatalities and injuries, by identifying potential safety projects. The LRSP will play a critical role in addressing traffic collision risks and may identify specific or unique conditions that contribute to traffic collisions within the City. The final plan will recommend proven countermeasures, provide a structured and realistic set of responses that implement changes over time, will integrate the “4 E’s” approach (Education, Enforcement, Emergency Service, and Engineering) in its proposed solution strategies, and identify road safety partners that could sustain a long-term effort.

California Department of Transportation (CalTrans) announced that starting April 2022, applications for Highway Safety Improvement Project Program (HSIP) Cycle 11 funds will require agencies eligible to apply to have an LRSP. The development of the LRSP will better position the City to apply for all safety funding from state and federal grant programs.

On April 26, 2021, the City issued a Request for Proposals (RFP) for the development of the LRSP. On May 24, 2021, the City received only one proposal, which was from Kimley-Horn & Associates, Inc.

Staff finds it is in City's best interest to award this project to Kimley-Horn & Associates, Inc. even though they were the only proposer for the project, because they are the City's on-call Transportation Consultant, who is also updating the City's Transportation Master Plan and is familiar with the roadway network of the City. Kimley-Horn & Associates, Inc. possesses the skills, experience and certification required to provide the services. Kimley-Horn & Associates, Inc. has successfully completed several similar projects for other public agencies.

Staff negotiated with Kimley-Horn & Associates, Inc. to provide professional engineering services on a time and material basis, for an amount not-to-exceed \$74,730, which is reasonable and competitive.

STRATEGIC PLAN

This agenda item supports the City of Tracy's Quality of Life Priority, which is to provide an outstanding quality of life by enhancing the City's amenities, business mix and services and cultivating connections to promote positive change and progress in our community.

FISCAL IMPACT

The approved budget for CIP 72119 is \$80,000, with \$72,000 coming from Grant Funds (261) and \$8,000 coming from Gas Tax Fund (245), of which, \$3,584 has been spent year to date. The total design cost, including the contract for \$74,730, plus \$21,686 for city staff support, is \$96,416. An additional appropriation of \$20,000 is needed from the Gas Tax Fund (245) to complete the project, which includes staff costs and the PSA.

Project Budget

245-Gas Tax	\$	8,000
261-Grant	\$	72,000
Less YTD Expenses	\$	(3,584)
Available Budget	\$	76,416

Estimated Project Costs

PSA	\$	74,730
Staff Costs	\$	21,686
Budget Shortfall	\$	(20,000)

RECOMMENDATION

Staff recommends that the City Council, by resolution, approve a PSA with Kimley-Horn & Associates, Inc. of Sacramento, California, for a not-to-exceed amount of \$74,730 for the Local Roadway Safety Plan (LRSP) CIP 72119, State Project Number: LRSPL - 5192(047), and authorize the appropriation of \$20,000 from Gas Tax Fund (F245) for the design contract and staff support.

Prepared by: Anju Pillai, PE, Senior Civil Engineer

Reviewed by: Robert Armijo, PE, City Engineer / Assistant Development Services Director
Karin Schnaider, Finance Director
William Dean, Interim Development Services Director

Approved by: Jenny Haruyama, City Manager

ATTACHMENTS

Attachment A – PSA with Kimley-Horn & Associates, Inc.

CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC., FOR
THE LOCAL ROADWAY SAFETY PLAN (LRSP) CIP 72119, STATE PROJECT NUMBER: LRSPL-
5192(047)

This Professional Services Agreement (Agreement) is entered into between the City of Tracy, a municipal corporation (City), and Kimley-Horn and Associates, Inc., a North Carolina Corporation (Consultant). City and Consultant are referred to individually as "Party" and collectively as "Parties."

Recitals

- A. On April 26, 2021, the City issued a Request for Proposals (RFP) for the Local Roadway Safety Plan (LRSP) CIP 72119, State Project Number: LRSPL-5192(047) (Project). On May 24, 2021, the Consultant submitted its proposal for the Project to the City. City has determined that Consultant possesses the skills, experience and certification required to provide the services.
- B. City desires to retain Consultant to prepare a Local Roadway Safety Plan (LRSP) for the Project, that enables the City to identify potential traffic safety projects.
- C. After negotiations between the City and Consultant, the Parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.
- D. This Agreement is being executed pursuant to Resolution No. _____ approved by Tracy City Council on _____, 2021.

Now therefore, the Parties mutually agree as follows:

1. **Scope of Work.** Consultant shall perform the services described in Exhibit "A" attached and incorporated by reference. The services shall be performed by, or under the direct supervision of, Consultant's Authorized Representative: Darryl dePencier, AICP, GISP, RSP. Consultant shall not replace its Authorized Representative, nor shall Consultant replace any of the personnel listed in Exhibit "A," nor shall Consultant use or replace any subcontractor or subconsultant, without City's prior written consent. A failure to obtain the City's prior written consent for any change or replacement in personnel or subcontractor/subconsultant may result in the termination of this Agreement.
2. **Time of Performance.** Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Consultant shall begin performance, and shall complete all required services no later than the dates set forth in Exhibit "A." Any services for which times for performance are not specified in this Agreement shall be started and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Consultant. Consultant shall submit all requests for time extensions to the City in writing no later than ten days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. City shall grant or deny such requests at its sole discretion. Consultant shall not have liability for any delays, expenses, losses, damages or be deemed in breach for liabilities which are caused by any factor outside of its reasonable control, including but not limited to natural disasters, epidemics, pandemics, quarantine restrictions, adverse weather, or acts of the City, third parties, or governmental agencies.

2.1 Term. The term of this Agreement shall begin on July 20, 2021 and end on July 20, 2022, unless terminated in accordance with Section 6.

3. Compensation. City shall pay Consultant on a time and expense basis, at the billing rates set forth in Exhibit "B," attached and incorporated by reference for services performed under this Agreement.

3.1 Not to Exceed Amount. Consultant's total compensation under this Agreement shall not exceed \$74,729.49. Consultant's billing rates shall cover all costs and expenses for Consultant's performance of this Agreement. No work shall be performed by Consultant in excess of the total compensation amount provided in this section without the City's prior written approval.

3.2 Invoices. Consultant shall submit monthly invoice(s) to the City that describe the services performed, including times, dates, and names of persons performing the services.

3.2.1 If Consultant is providing services in response to a development application, separate invoice(s) must be issued for each application and each invoice shall contain the City's designated development application number.

3.2.2 Consultant's failure to submit invoice(s) in accordance with these requirements may result in the City rejecting said invoice(s) and thereby delaying payment to Consultant.

3.3 Payment. Within 30 days after the City's receipt of invoice(s), City shall make payment to the Consultant based upon the services described on the invoice(s) and approved by the City.

4. Indemnification. Consultant shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against any claims arising out of Consultant's performance or failure to comply with obligations under this Agreement, except to the extent caused by the sole, active negligence or willful misconduct of the City.

In this section, "City" means the City, its officials, officers, agents, employees and volunteers; "Consultant" means the Consultant, its employees, agents and subcontractors; "Claims" includes claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses) and any allegations of these; and "Arising out of" includes "pertaining to" and "relating to".

(The duty of a "design professional" to indemnify and defend the City is limited to claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, under Civ. Code § 2782.8.)

The provisions of this section survive completion of the services or the termination of this Agreement, and are not limited by the provisions of Section 5 relating to insurance.

5. Insurance. Consultant shall, throughout the duration of this Agreement, maintain insurance to cover Consultant, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

5.1 Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than \$4,000,000 general aggregate and \$2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

5.2 Automobile Liability (with coverage at least as broad as ISO form CA 00 01 07 97, for "any auto") "claims made" coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

5.3 Workers' Compensation coverage shall be maintained as required by the State of California.

5.4 Professional Liability "claims made" coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Consultant in an amount not less than \$1,000,000 per claim.

5.5 Endorsements. Consultant shall obtain endorsements to the automobile and commercial general liability insurance policies with the following provisions:

5.5.1 The City (including its elected officials, officers, employees, agents, and volunteers) shall be named as an additional "insured."

5.5.2 For any claims related to this Agreement, Consultant's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

5.6 Notice of Cancellation. Consultant shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Consultant shall immediately obtain a replacement policy.

5.7 Authorized Insurers. All insurance companies providing coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

5.8 Insurance Certificate. Consultant shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City, before the City signs this Agreement.

5.9 Substitute Certificates. Consultant shall provide a substitute certificate of insurance no later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement.

5.10 Consultant's Obligation. Maintenance of insurance by the Consultant as specified in this Agreement shall in no way be interpreted as relieving the Consultant of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Consultant may carry, at its own expense, such additional insurance as it deems necessary. Failure to provide or maintain any insurance policies or endorsements required herein may result in the City terminating this Agreement.

6. Termination. The City may terminate this Agreement by giving ten days' written notice to Consultant. Upon termination, Consultant shall give the City all original documents, including preliminary drafts and supporting documents, prepared by Consultant for this Agreement. The City shall pay Consultant for all services satisfactorily performed in accordance with this Agreement, up to the date notice is given.

7. Dispute Resolution. If any dispute arises between the City and Consultant that cannot be settled after engaging in good faith negotiations, City and Consultant agree to resolve the dispute in accordance with the following:

7.1 Each Party shall designate a senior management or executive level representative to negotiate the dispute;

7.2 The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.

7.3 If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiations between legal counsel. If the aforementioned process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.

7.4 The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.

7.5 The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.

7.6 The dispute resolution process is a material condition to this Agreement and must be exhausted prior to either Party initiating legal action. This dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 et seq.

8. Ownership of Work. All original documents prepared by Consultant for this Agreement, whether complete or in progress, are the property of the City, and shall be given to the City at the completion of Consultant's services, or upon demand from the City. No such documents shall be revealed or made available by Consultant to any third party without the City's prior written consent.

9. Independent Contractor Status. Consultant is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Consultant is not City's employee and Consultant shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization. Consultant is free to work for other entities while under contract with the City. Consultant, and its agents or employees, are not entitled to City benefits.

10. Conflicts of Interest. Consultant (including its employees, agents, and subConsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Consultant maintains or acquires such a conflicting interest, the City may terminate any contract (including this Agreement) involving Consultant's conflicting interest.

11. Rebates, Kickbacks, or Other Unlawful Consideration. Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any City official or employee. For breach of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

12. Notices. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party to the addresses listed below. Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated below, or (2) three working days after the deposit in the United States Mail of registered or certified mail, sent to the address designated below.

To City:

Development Services Department
Attn: Robert Armijo, P.E.
City Engineer
333 Civic Center Plaza
Tracy, CA 95376

To Consultant:

Kimley-Horn and Associates, Inc.
Attn: Darryl dePencier, AICP, GISP, RSP
Project Manager
555 Capitol Mall, Suite 300
Sacramento, CA 95814

With a copy to:
City Attorney
333 Civic Center Plaza
Tracy, CA 95376

13. Miscellaneous.

13.1 Standard of Care. Unless otherwise specified in this Agreement, the standard of care applicable to Consultant's services will be the degree of skill and diligence ordinarily used by reputable professionals performing in the same or similar time and locality, and under the same or similar circumstances.

13.2 Amendments. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.

13.3 Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

13.4 Assignment and Delegation. Consultant may not assign, transfer or delegate this Agreement or any portion of it without the City's written consent. Any attempt to do so will be void. City's consent to one assignment shall not be deemed to be a consent to any subsequent assignment.

13.5 Jurisdiction and Venue. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

13.6 Compliance with the Law. Consultant shall comply with all applicable local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.

13.6.1 Prevailing Wage Laws. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates; employment of apprentices (§ 1777.5), certified payroll records (§1776), hours of labor (§1813 and §1815), debarment of contractors and subcontractors (§1777.1) and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed under this Agreement are part of a "public works" or "maintenance" project, as defined in the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. These prevailing rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents, harmless from any and all claims, costs, penalties, or interests arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

13.6.2 Non-discrimination. Consultant represents and warrants that it is an equal opportunity employer and it shall not discriminate against any subConsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Consultant shall also comply with all applicable anti-discrimination federal and state laws, including but not limited to, the California Fair Employment and Housing Act (Gov. Code 12990 (a-f) et seq.).

13.7 Business Entity Status. Consultant is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Consultant. By entering into this Agreement, Consultant represents that it is not a suspended corporation. If Consultant is a suspended corporation at the time it enters this Agreement, City may take steps to have this Agreement declared voidable.

13.8 Business License. Before the City signs this Agreement, Consultant shall obtain a City of Tracy Business License. Consultant shall maintain an active City of Tracy Business License during the term of this Agreement.

13.9 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

13.10 Construction of Agreement. Each Party hereto has had an equivalent opportunity to participate in the drafting of this Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting Party shall not apply hereto.

13.11 Severability. If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

13.12 Controlling Provisions. In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Consultant's proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Consultant's proposal (if any), the Exhibits shall control.

13.13 Entire Agreement. This Agreement and the attached Exhibits comprise the entire integrated understanding between the Parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations or agreements. All exhibits attached hereto are incorporated by reference herein.

14. Signatures. The individuals executing this Agreement on behalf of Consultant represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of Consultant.

[SIGNATURES ON FOLLOWING PAGE]

The Parties agree to the full performance of the terms set forth here.

City of Tracy

By: Nancy D. Young

Title: Mayor

Date: _____

Attest:

Adrienne Richardson, City Clerk

Approved as to form:

Leticia Ramirez, City Attorney

Consultant

Kimley-Horn and Associates, Inc.

North Carolina corporation

By: Frederik Venter, PE#C64621

Title: Vice President

Date: 7/1/2021

Federal Employer Tax ID No. 56-0885615

Anthony Rodegracz

By: Anthony Rodegracz, PE#C67749

Title: Assistant Secretary

Date: 7/1/2021



Exhibits:

- A Scope of Work, including personnel and time of performance (See Agreement sections 1 and 2.)
- B Compensation (See Agreement section 3.)

EXHIBIT A - SCOPE OF WORK

Task 1: PROJECT MANAGEMENT/ADMINISTRATION

Task 1.1 Project Kick-Off Meeting: The Consultant will schedule a kick-off meeting with key City staff to discuss the overall schedule, workplan, and communication protocols for the project. This meeting will also be used to identify potential members for the stakeholder working group and how project progress will be reported. The Consultant will also provide an agenda and meeting notes.

Task 1.2 Project Team Meetings: The Consultant proposes a bi-weekly project check in meeting that will be used to discuss current project status, deliverables, or tasks that require project team decisions. These meetings will also be used to plan stakeholder engagement activities and to determine what public hearings or other community meetings might be appropriate to present project findings.

Task 1.3 Optional Public Hearings: At the City's option, the Consultant will attend public hearings or meetings to present project findings. This will include development of presentation materials, staff attendance either virtual or in-person depending on the need and openness of public forums and follow up responses as required.

Task 1.4 Project Management: The Consultant's project manager will coordinate with the City's project manager to track project progress and will take corrective actions if the project is falling behind schedule or projecting to go over budget. The Consultant will work with City staff to determine if schedule changes are warranted due to project findings, external conditions, or availability of stakeholders and public meeting schedules.

Task 1.5 Quality Control: The Consultant has an established quality control process involving multiple levels of review before a draft is considered "client ready." This process reduces the burden on City staff to identify and comment on errors that should have been caught before submittal.

Task 1 Deliverables:

- Kick-Off Meeting (Including Agenda and Notes)
- Monthly Invoices and Progress Reports
- Bi-Weekly Coordination Meetings
- Attendance and Presentations for Public Hearings (Optional)

TASK 2: DEVELOP PLAN GOALS AND OBJECTIVES

The Consultant will develop a draft set of goals and objectives that state and federal expectations for the LRSP. The Consultant will then work with City staff to customize and enhance those goals to best align with City priorities, crash trends, and other priorities. These goals and objectives will provide guidance on how the plan will be implemented, and how it will be maintained to allow the City to compete for safety grants and to continuously identify and address new safety priorities.

The final list of goals and objectives will be developed concurrently with Tasks 2 and 3 to allow the goals to be responsive to input from the stakeholders and the observed citywide safety challenges.

Task 2 Deliverables:

- LRSP Goals and Objectives Template
- Final Goals and Objectives

TASK 3: ESTABLISH STAKEHOLDERS

The Consultant will provide City staff with a checklist of potential stakeholders to begin the process of identifying the individuals that will serve on the Stakeholder Working Group (SWG). The SWG membership should include people with a variety of backgrounds including engineering, education, enforcement, and emergency response disciplines as well as community groups, transit providers, and public health officials. The SWG will be asked to provide input on project deliverables and to participate in two project meetings and one field tour. Input from the SWG will directly impact the study's goals and objectives, emphasis areas, and the safety toolbox.

Task 3 Deliverables:

- Stakeholder Contact List
- Two Stakeholder Meetings

TASK 4: COLLECT AND ANALYZE SAFETY DATA

Task 4.1 Literature Review: The Consultant will conduct a literature review of existing plans published by the City, including the General Plan. Documents produced by the San Bernardino County Transportation Authority (SBCTA), the Southern California Association of Governments (SCAG), and Caltrans will also be reviewed to identify projects, policies and programs that are in place or recommended that might be of value to this analysis. The Consultant is already familiar with Caltrans procedures and guidance on the development of SSAR and LRSP plans and will provide a summary as part of this task.

Task 4.2 Best Practices Review: The Consultant will work with City staff to identify programs and policies within the City that are most supportive of safety, which ones could be updated to better align with current best practices, and where there are opportunities for new initiatives that would likely support safer roads and better driving behaviors. The Consultant staff will collect the needed information by providing the City with a list of questions in advance, and will conduct an interview with City staff to finalize the responses.

Task 4.3 Crash Analysis: The project team will collect the previous five years of crash data from the City's Crossroads System or another source preferred by the City. At the City's discretion, the team may recommend using 2015 through 2019 crash data given that 2020 was a very atypical year. Regardless of the official study period, the team will review serious injury and fatal collisions that are available. The Consultant's approach to safety analysis includes statistical network screening using Highway Safety Manual Methods. These methods are selected to identify locations with higher than expected collision activity that can be reviewed to identify roadway and intersection characteristics associated with higher risk. These methods also review a variety of collision characteristics to identify locations where specific types of collisions are over-represented. This helps to diagnose safety factors that are leading to elevated numbers of collisions.

The first screening step is to develop critical crash rates for segments and intersections in the City. Average crash rates are developed for intersections based on control type, and roadway segments based on functional classification. A statistical threshold is then established based on daily traffic volumes for each segment and intersection. The difference between the actual crash rate and the critical crash rate for each location can then be used to estimate the relative risk faced by users of the given intersection or segment. This method builds on the High Collision or High Injury Networks that essentially mirror High Traffic networks to provide deeper insight into potential low-cost safety measures. Roadways and intersections with lower classifications will also be identified, allowing the LRSP to broach risk factors associated with those roadways.

The second screening step focuses on crash type over-representation. Citywide data is used to determine the typical collision type mix for each of the functional classifications and intersection control types. Then the mixture is reviewed for each segment and intersection to highlight those with high concentrations of a specific collision factor. Factors analyzed would include:

- Fatal Collisions
- Fatal + Serious Injury Collisions
- Broadside Collisions
- Rear-End Collisions
- Sideswipe Collisions
- Head-On Collisions
- Single Vehicle Collisions (run off road, fixed object,
- Bicycle Collisions
- Pedestrian Collisions
- Wet/Slippery Road Collisions
- Nighttime Collisions
- Collisions Involving Alcohol/Drugs
- Collisions Involving Driver Inattention
- Collisions Involving Speeding/Aggressive Driving
parked vehicle, other)

The resulting list would include both the number of collisions for each factor, and the probability that any excess is not random.

The Consultant will provide an inventory of sites including all roadway segments and intersections with three or more collisions (needed for statistical evaluation) ranked by overall number of collisions per Local Roadway Safety Manual Guidance. The Consultant will then recommend up to ten locations for further evaluation and potential project development based on amount of collision activity, collision severity, unusual collision patterns, and site variability to maximize the potential number of systemic factors and mitigations identified.

A meeting will be held with the stakeholder group to review findings and identify potential emphasis areas.

Task 4.4 Field Tour: The Consultant will develop crash diagrams for and visit sites identified as high crash to observe traffic conditions and physical infrastructure that could be ineffective at preventing crashes. Field visits are most effective when City staff and key stakeholders participate; particularly representatives from law enforcement and educators. They can provide feedback on what they have seen and heard in addition to what is seen in person. This mobile workshop then culminates with a debrief meeting that recaps what was seen and brainstorms some potential countermeasures.

Task 4 Deliverable:

- Technical Memorandum – State of Safety in the City of Tracy
- Collision Diagrams (Up to 10 locations)
- Collisions Maps
- Packages for Field Tour Participants
- Field Notes
- Matrix of Crash Activity at all City Intersections and Roadway Segments with Crash Activity

TASK 5: EMPHASIS AREAS, EVALUATION, AND IMPLEMENTATION

Task 5.1 Case Studies: The Consultant will evaluate case study locations that were selected through the analysis findings of Task 4 to identify safety challenges that are common within the City to identify potential Citywide countermeasures that respond to and address those conditions.

Task 5.2 Establish Emphasis Areas: Upon completion of Task 4, the Consultant will work with the City staff and the SWG to identify up to five emphasis areas that represent a large proportion of crashes in the city. Crashes associated with those emphasis areas will be mapped and the factors associated with them will be documented. The project team will develop a list of focused systemic countermeasures for each one. The team will prepare a technical memorandum describing the emphasis areas.

Task 5.3 Implementation Plan: Countermeasures will be analyzed on their potential to reduce crash activity. Projects with the greatest and most cost-efficient crash reduction potential will be prioritized. Short-term, medium-term and longer-term projects will be identified based on their cost and likelihood of reducing crashes.

The Consultant team will work with the City to develop an action plan, and provide guidance for securing funding to address recommendations and achieve the goals and objectives identified for the local road safety plan.

This plan will also include a program for updates to the LRSP and an analysis procedure that City staff can use to update the network screening results to determine the effectiveness of countermeasures that have been implemented and to establish new priorities as existing ones are addressed and as roadway conditions and driver expectations change.

Task 5.4 Evaluation: As part of the implementation plan, the Consultant will provide guidance for maintaining the LRSP as an ongoing program of safety performance evaluation to verify which countermeasures are most effective, and to provide ongoing monitoring of traffic safety to develop new emphasis areas as the City's safety context changes.

Task 5 Deliverable:

- Up to Five Case Study Project Sheets
- Technical Memorandum – Implementation and Monitoring Program
- Technical Memorandum – Emphasis Area Solutions

TASK 6: LOCAL ROADWAY SAFETY PLAN REPORT

The Consultant's approach addresses the various E's of safety and will result in a report that satisfies the LRSP structure, making the City competitive for future state and federal safety funding.

The report will include the previous deliverables into a single seamless document that the City can use to pursue HSIP funds in the next cycle as well as project funding from other sources. The analysis methods will be clearly outlined to facilitate future updates as the City completes projects, collects new collision data, and seeks funding in future cycles after this report has reached its lifespan of up to five-years per LRSP guidelines.

A draft report will be submitted to the City for review and comment. The Consultant will collect a consolidated set of comments from City staff and stakeholders to refine the report into a final document. The final report will include an executive summary in presentation format that is suitable for public distribution.

Task 6 Deliverables:

- Draft Local Roadway Safety Plan
- Final Local Roadway Safety Plan with Engineers Seal

Project Team

Darryl dePencier, AICP, GISP, RSP Brian Sowers, PE

Frederik Venter, P.E.

Robert Paderna, P.E., RSP

Curtis Yee, EIT

Project Schedule

The Consultant's proposed project schedule of work is provided on the following page.

SCHEDULE

The following project schedule reflects the goal to have a City adopted Plan by no later than February 28, 2022. We will use our internal Management Information System (MIS) to track both effort and performance by recording time spent and percent of project completion. In doing so, we can provide the City with regular updates and make proactive adjustments necessary to maintain schedule and stay within budget.

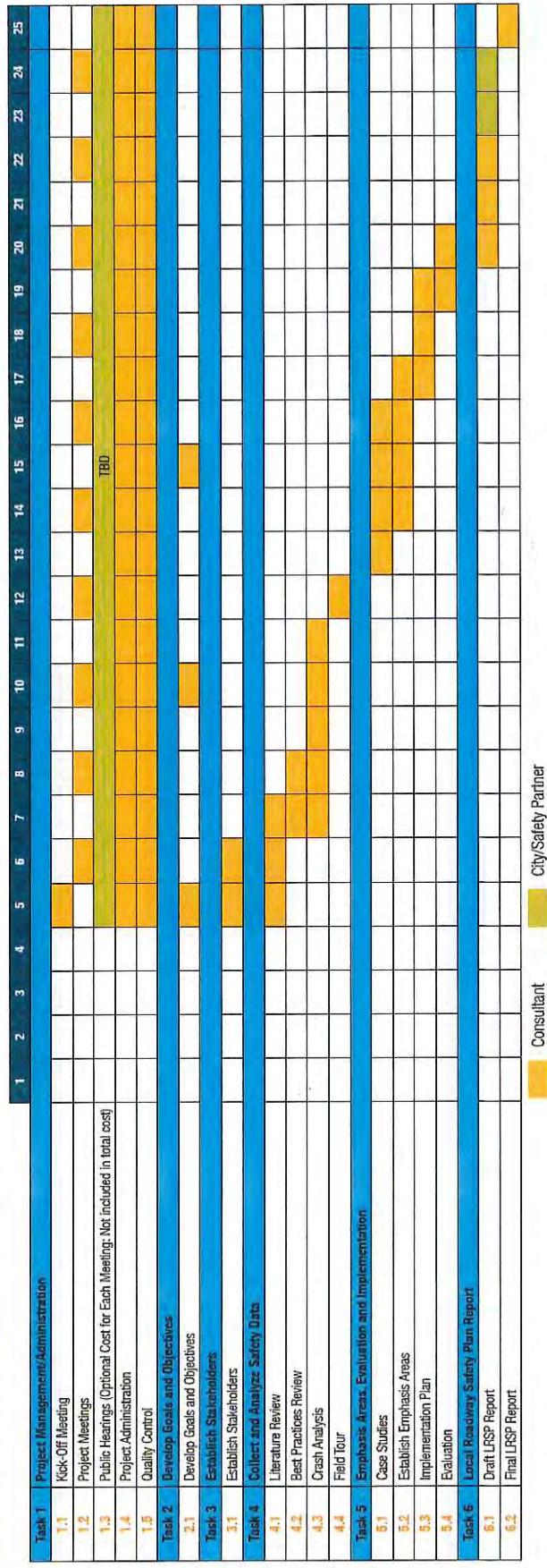


EXHIBIT B - COMPENSATION

CITY OF TRACY
Local Road Safety Plan

Kimley-Horn and Associates, Inc.						
Name	Darryl dePender	Frederik Venter	Sr. Professional	Professional	Analyst	Project Support
Overhead%	193.25%	Overhead%				
194.64%	Overhead%	Overhead% w/o FCCM				
Fee%	10%					
Category/Title		Project Manager	Principal-in-Charge			
Direct Rate	\$59.85	\$105.80	\$75.76	\$57.84	\$39.67	\$36.99
Billing Rate	\$194.34	\$343.55	\$246.00	\$187.81	\$128.81	\$120.11
Task 1	Project Management/Administration	34	6	32	22	10
1.1	Kick-Off Meeting	4	2	4		
1.2	Project Meetings	12		6	12	6
1.3	Public Hearings	8		16	16	6
1.4	Project Administration	8			6	4
1.5	Quality Control	2	4		4	10
Task 2	Develop Goals and Objectives	4		6	4	14
2.1	Develop Goals and Objectives	4		5	4	14
Task 3	Establish Stakeholders	4		2	4	10
3.1	Establish Stakeholders	4		2	4	10
Task 4	Collect and Analyze Safety Data	10		14	20	76
4.1	Literature Review	4		8	16	28
4.2	Best Practices Review	2		4	4	10
4.3	Crash Analysis	4		4	35	52
4.4	Field Tour			10	20	30
Task 5	Emphasis Areas, Evaluation and Implementation	18		16	24	62
5.1	Case Studies	4		3	32	52
5.2	Establish Emphasis Areas	4		4	18	30
5.3	Implementation Plan	4		4	8	24
5.4	Evaluation	6		4	4	14
Task 6	Local Roadway Safety Plan Report	10	4	14	26	12
6.1	Draft LRSP Report	6	4	8	18	44
6.2	Final LRSP Report	4		5	8	22
	TOTAL HOURS	80	10	38	100	190
	Subtotal Labor:	\$ 15,547.31	\$ 3,435.47	\$ 9,348.13	\$ 18,781.46	\$ 24,474.67
	Other Direct Costs					\$ 2,642.46
	Travel/Mileage					\$ 440
	TOTAL COST:					\$ 74,729.49

RESOLUTION 2021-_____

APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN & ASSOCIATES, INC. OF SACRAMENTO, CALIFORNIA FOR A NOT-TO-EXCEED AMOUNT OF \$74,730 TO PROVIDE PROFESSIONAL ENGINEERING SERVICES, FOR THE LOCAL ROADWAY SAFETY PLAN (LRSP) CIP 72119, STATE PROJECT NUMBER: LRSPL – 5192(047), AND APPROVING AN APPROPRIATION OF \$20,000 FROM GAS TAX FUND (F245)

WHEREAS, CIP 72119 is an approved Capital Improvement Project, created for the development of the LRSP (Local Roadway Safety Plan), and

WHEREAS, The development of the LRSP will provide the City the opportunity to proactively correct high collision or problem locations and prevent local road fatalities and injuries, by identifying potential safety projects, and

WHEREAS, The LRSP will play a critical role in addressing traffic collision risks and may identify specific or unique conditions that contribute to traffic collisions within the City, and

WHEREAS, The final plan will recommend proven countermeasures, provide a structured and realistic set of responses that implement changes over time, will integrate the “4 E’s” approach (Education, Enforcement, Emergency Service, and Engineering) in its proposed solution strategies, and identify road safety partners that could sustain a long-term effort, and

WHEREAS, The development of the LRSP will better position the City to apply for all safety funding from state and federal grant programs, and

WHEREAS, On April 26, 2021, the City issued a Request for Proposals (RFP) for the development of the LRSP, and on May 24, 2021, the City received only one proposal, which was from Kimley-Horn & Associates, Inc., and

WHEREAS, Staff finds it is in City’s best interest to award this project to Kimley-Horn & Associates, Inc., even though they were the only proposer for the project, because they are the City’s on-call Transportation Consultant, who is also updating the City’s Transportation Master Plan and is familiar with the roadway network of the City, and

WHEREAS, Kimley-Horn & Associates, Inc. possesses the skills, experience and certification required to provide the services, has successfully completed several similar projects for other public agencies, and

WHEREAS, Staff negotiated with Kimley-Horn & Associates, Inc. to provide professional engineering services on a time and material basis, for an amount not-to-exceed \$74,730, which is reasonable and competitive, and

WHEREAS, The City has received \$72,000 in State Funds for the Safety Analysis of this project Grant Fund (261), and \$8,000 Gas Tax (F245), for an approved budget of \$80,000 for CIP 72119, and

WHEREAS, There is \$76,416 currently available in the project (less year to date expenses of \$3,584) and the estimated budget for the PSA and the city staff support is \$96,416, and

WHEREAS, The project requires an additional appropriation of \$20,000 from the Gas Tax Fund (245) to complete the project;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby approves a PSA with Kimley-Horn & Associates, Inc. of Sacramento, California, for a not-to-exceed amount of \$74,730 for the Local Roadway Safety Plan (LRSP) CIP 72119, State Project Number: LRSPL -5192(047), and authorizes the appropriation of \$20,000 from Gas Tax Fund (F245).

* * * * *

The foregoing Resolution 2021-_____ was passed and adopted by the Tracy City Council on the 20th day of July, 2021, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

July 20, 2021

AGENDA ITEM 1.H

REQUEST

**WAIVE SECOND READING AND ADOPT ORDINANCE 1313, AN ORDINANCE OF
THE CITY OF TRACY AMENDING SECTION 3.08.580 REGARDING SPECIAL SPEED
ZONES OF THE TRACY MUNICIPAL CODE TO UPDATE SPEED LIMITS AS
REQUIRED BY THE CALIFORNIA VEHICLE CODE**

EXECUTIVE SUMMARY

Ordinance 1313 was introduced at the regular Council meeting held on July 6, 2021. Ordinance 1313 is before Council for adoption.

DISCUSSION

The use of radar equipment is one of the most effective tools for enforcing speed limits and traffic safety on City streets. To allow the Police Department to fully utilize the equipment, it is necessary to establish speed limits in accordance with the requirements of the California Vehicle Code (CVC). In order to legally use radar equipment for speed enforcement, engineering and traffic surveys are needed to establish posted speeds once every five years.

Section 3.08.580, Article 12, of the Tracy Municipal Code (TMC) establishes speed zones on various streets in the City. The speed limit on streets is established on the basis of engineering and traffic surveys and the applicable traffic engineering standards. Speed limits in the vicinity of schools are posted in accordance with the requirements of the CVC and Caltrans Traffic Manual. Since these surveys are good for a period of five years, the amendment to the Municipal Code is necessary after every five years to update these surveys resulting in updates of posted speeds.

An engineering and traffic survey was completed on a total of 33 segments of arterial and collector streets segments by the Engineering Division. This survey will update the posted speeds and provide the basis for the proposed amendments of the Municipal Code.

This update to the City's traffic code will establish radar enforceable speed limit zones for arterial and collector streets including: Brookview Drive, Buthmann Avenue, Central Avenue, Corral Hollow Road, Dominique Drive, Fourth Street, Grant Line Road, International Parkway, Joe Pombo Parkway, Lammers Road, Larch Road, MacArthur Drive, Paradise Avenue, Paradise Road, Schulte Road, Sequoia Boulevard, Sixth Street, and Valpico Road.

The results of the speed survey recommend that existing speed limits on 3 street segments will be changed with the update of section 3.08.580 of the TMC and the posted speed on remaining streets segments remain unchanged.

Ordinance 1313 was introduced at the regular Council meeting held on July 6, 2021, and is before Council for adoption.

STRATEGIC PLAN

This agenda item supports the City of Tracy's Quality of Life Strategic Priority, which is to provide an outstanding quality of life by enhancing the City's amenities, business mix and services and cultivating connections to promote positive change and progress in our community.

FISCAL IMPACT

Enforcement of speed limits is a budgeted item and is the Police Department's responsibility. Signing and striping changes as the result of speed changes will be performed by Public Works staff. The costs associated with signing and striping will be absorbed within the existing traffic striping and signage operation budget.

RECOMMENDATION

Staff recommends that City Council waive the second reading of the full text and adopt Ordinance 1313, an ordinance amending Section 3.08.580 regarding Special Speed Zones of the Tracy Municipal Code to update speed limits as required by the California Vehicle Code.

Prepared by: Necy Lopez, Deputy City Clerk

Reviewed by: Adrienne Richardson, City Clerk
Midori Lichtwardt, Assistant City Manager

Approved by: Jenny Haruyama, City Manager

Attachment A: Ordinance 1313

ATTACHMENT A

ORDINANCE 1313

AMENDING SECTION 3.08.580 (SPECIAL SPEED ZONES) OF CHAPTER 3.08 (TRAFFIC REGULATIONS) OF TITLE 3 (PUBLIC SAFETY) OF THE TRACY MUNICIPAL CODE

WHEREAS, The use of radar equipment is one of the most effective tools for enforcing speed limits and traffic safety on City streets, and

WHEREAS, Subsection (c) of California Vehicle Code section 40803 provides that evidence of conducting a speed zone survey within the last five years to establish the *prima facie* speed for a local street or road shall constitute a *prima facie* case that such local street or road is not a speed trap for the purposes of radar enforcement, and

WHEREAS, City staff completed an Engineering & Traffic survey in December 2020, and

WHEREAS, The survey shows *prima facie* speed limits for certain street portions as set forth below, and

WHEREAS, It is observed that the some of the surveyed segments were sub-part of longer segments of the roadway in the Tracy Municipal Code for radar enforcement, and

WHEREAS, In order to differentiate the speed limits on the surveyed segments, it is necessary to add the sub-parts separately and delete the larger segments, and

WHEREAS, It is also necessary to update the street names of a few segments in the Tracy Municipal Code, and

NOW, THEREFORE, The City Council of the City of Tracy, does ordain as follows:

SECTION 1: Amended Section. Section 3.08.580 of Chapter 3.08 of Title 3 of the Tracy Municipal Code is hereby amended to change the previously established Declared *Prima Facie* Speed Limit (Miles per Hour) for the below described street portions:

Name of Street and Portion Affected	Declared Prima Facie Speed Limit (Miles per Hour)
- International Parkway Berkeley Road to Schulte Road	45
- Schulte Road International Parkway to Hansen Road	45
- Sequoia Boulevard Alden Glen Drive to Beechnut Avenue	30

SECTION 2: Amended Section. Section 3.08.580 of Chapter 3.08 of Title 3 of the Tracy Municipal Code is hereby amended to add the below 21 described street portions and their previously established Declared Prima Facie Speed Limit (Miles per Hour):

Name of Street and Portion Affected	Declared Prima Facie Speed Limit (Miles per Hour)
- Buthmann Avenue Grant Line Road to Kavanagh Avenue	25
- Buthmann Avenue Kavanagh Avenue to Clover Road	25
- Central Avenue Tracy Boulevard to Schulte Road	30
- Central Avenue Schulte Road to Mount Diablo Avenue	30
- Corral Hollow Road Eleventh Street to Lowell Avenue	40
- Corral Hollow Road Lowell Avenue to Grant Line Road	40
- Corral Hollow Road Parkside Drive to Schulte Road	40
- Eleventh Street East Street to Beginning of Bridge	35
- Grant Line Road West City Limits/Byron Road to I-205	40
- Grant Line Road I-205 to Corral Hollow Road	40
- Grant Line Road MacArthur Drive to Skylark Avenue	45
- Grant Line Road Skylark Avenue to Chrisman Road	45
- Grant Line Road Chrisman Road to East City Limits	45
- International Parkway Berkeley Road to Schulte Road	45

- International Parkway I-205 to Berkeley Road	45
- Joe Pombo Parkway Bridle Creek Drive to Grant Line Road	35
- Joe Pombo Parkway Lowell Avenue to Bridle Creek Drive	35
- Paradise Road Grant Line Road to Chrisman Road	40
- Schulte Road International Parkway to Hansen Road	45
- Sixth Street Tracy Boulevard to Central Avenue	30
- Sixth Street Central Avenue to MacArthur Drive	30

SECTION 3: Amended Section. Section 3.08.580 of Chapter 3.08 of Title 3 of the Tracy Municipal Code is hereby amended to delete the below 17 street sections to avoid duplication of street segments:

Name of Street and Portion Affected	Declared Prima Facie Speed Limit (Miles per Hour)
- Buthmann Avenue Grant Line Road to Clover Road	25
- Central Avenue Tracy Boulevard to Mount Diablo Avenue	30
- Corral Hollow Road Grant Line Road to Eleventh Street	40
- Corral Hollow Road Eleventh Street to Parkside Drive	40
- Eleventh Street East Street to East City limits	35
- Grant Line Road MacArthur Drive to East City Limits	45
- Grant Line Road West City Limits/Byron Road to Corral Hollow Road	40

- Grant Line Road West City Limits to Corral Hollow Road	40
- Joe Pombo Parkway Lowell Avenue to Grant Line Road	35
- Lammers Road Montgomery Lane to Byron Road	25
- Lammers Road Schulte Road to Eleventh Street (City Limits)	50
- Mountain House Parkway Schulte Road (old) to Berkeley Road	40
- Mountain House Parkway Berkeley Road to I-205 (City Limits)	45
- Paradise Avenue Grant Line Road to Chrisman Road	40
- Schulte Road Corral Hollow Road to West City limits (along RR tracks)	45
- Schulte Road Mountain House Parkway to Hansen Road	40
- Sixth Street Tracy Boulevard to MacArthur Drive	30

SECTION 4: Remaining sections. Except as herein added or changed, the remaining sections of the Tracy Municipal Code, including the Declared Prima Facie Speed Limit (Miles per Hour) for the Portions of Streets not set forth above, shall remain in full force.

SECTION 5: Title, chapter, and section headings. Title, chapter, and section headings contained herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of any title, chapter, or section hereof.

SECTION 6: Constitutionality. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 7: Effective date. This Ordinance shall take effect thirty (30) days after its final passage and adoption.

SECTION 8: Publication. This Ordinance shall either (1) be published once in a newspaper of general circulation, within 15 days after its final adoption, or (2) be published in summary form and posted in the City Clerk's office at least five days before the Ordinance is adopted and within 15 days after adoption, with the names of the Council Members voting for and against the Ordinance. (Gov't Code § 36933.)

The foregoing Ordinance 1313 was introduced at a regular meeting of the Tracy City Council on the 6th day of July 2021, and finally adopted on the _____ day of _____, 2021, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

July 20, 2021

AGENDA ITEM 1.I

REQUEST

WAIVE SECOND READING AND ADOPT ORDINANCE 1314, AN ORDINANCE OF THE CITY OF TRACY ADDING CHAPTER 6.26 “SHARED MOBILITY DEVICE PILOT PROGRAM” TO TITLE 6 “BUSINESSES, PROFESSIONS AND TRADES” OF THE TRACY MUNICIPAL CODE TO ESTABLISH A PILOT PERMIT PROGRAM FOR SHARED MOBILITY DEVICES

EXECUTIVE SUMMARY

Ordinance 1314 was introduced at the regular Council meeting held on July 6, 2021. Ordinance 1314 is before Council for adoption.

DISCUSSION

A shared mobility device is an electrically motorized board, scooter, bicycle or other similar personal transportation device as defined in the California Vehicle Code (CVC) that is made available to the public by a service provider for a fee.

On September 18, 2020, Governor Newsom signed AB 1286, a bill requiring a city or county that authorizes a shared mobility device provider to operate within its jurisdiction on or after January 1, 2021, to adopt operation, parking, and maintenance rules, as provided, regarding the use of the shared mobility devices in its jurisdiction before the provider may offer shared mobility devices for rent or use. The bill also requires a city or county that authorized a provider to operate within its jurisdiction before January 1, 2021, and continues to provide that authorization to adopt operation, parking, and maintenance rules, as provided, by January 1, 2022. Part of the bill's requirements also state that the authorized provider maintain minimum levels of insurance, as stated in the bill, for bodily injury or property damage, including contractual liability, personal injury, and product liability and completed operations.

The adoption of this pilot program ordinance will establish a framework to allow shared mobility device providers to operate within the City. Particularly, this ordinance will create a permit process by which the providers will submit detailed information regarding their business, provide insurance naming the City as an additional insured, and impose a permit fee of \$500 plus \$0.10 per ride back to the City as a source of revenue to help offset the direct and indirect costs of the City administering and enforcing the pilot program, as well as costs associated with the use of public property. This ordinance would also state that the providers are required to affirm that the user acknowledges and meets the use requirements as prescribed in the CVC.

Ordinance 1314 was introduced at the regular Council meeting held on July 6, 2021, and is before Council for adoption.

STRATEGIC PLAN

This agenda item is a routine operational item and does not directly relate to the City Council's seven strategic priorities.

FISCAL IMPACT

Revenues from fees collected by the Parks & Recreation Department will go to the General Fund. These fees will help to offset any staff time required to administer and implement this ordinance.

RECOMMENDATION

Staff recommends that City Council waive the second reading of the full text and adopt Ordinance 1314, an ordinance adding Chapter 6.26 "Shared Mobility Device Pilot Program" to Title 6 "Businesses, Professions and Trades" of the Tracy Municipal Code to establish a Pilot Permit Program for Shared Mobility Devices.

Prepared by: Necy Lopez, Deputy City Clerk

Reviewed by: Adrienne Richardson, City Clerk
Midori Lichtwardt, Assistant City Manager

Approved by: Jenny Haruyama, City Manager

Attachment A: Ordinance 1314

ORDINANCE 1314

AN ORDINANCE OF THE CITY OF TRACY ADDING CHAPTER 6.26 "SHARED MOBILITY DEVICE PILOT PROGRAM" TO TITLE 6 "BUSINESSES, PROFESSIONS AND TRADES" OF THE TRACY MUNICIPAL CODE TO ESTABLISH A PILOT PERMIT PROGRAM FOR SHARED MOBILITY DEVICES

WHEREAS, shared mobility devices such as electric bikes or scooters provide alternative means of transportation that assist in the reduction of local greenhouse gas (GHG) emissions, decrease vehicular traffic, and improve the overall quality of life, and

WHEREAS, the City of Tracy is committed to protecting the public health, safety, and welfare of its residents while responding to advances and developments in technology as they relate to alternative modes of transportation modes, and

WHEREAS, Assembly Bill 1286 enacted Title 10.1 (commencing with Section 2505) of the California Civil Code to require providers of shared mobility devices to enter into an agreement or obtain a permit from the city or county with jurisdiction over the area of use; and

WHEREAS, the City seeks to establish a shared mobility device pilot program that requires shared mobility device providers to obtain a permit from the City in order to operate in Tracy and set minimum operating requirements regarding maintenance, education, safety, customer service, insurance and indemnification, and compliance with California Vehicle Code and accessibility restrictions, and

WHEREAS, the intent of the pilot program is to implement state law, facilitate the use of shared mobility devices while ensuring the protection of public health and safety, including the safety of the public traveling by foot, bicycle, assisted mobility devices, or vehicle on public sidewalks, streets, and other public right-of-way, and establish positive working relationships with shared mobility device providers, and

WHEREAS, the pilot program will inform future City regulations regarding shared mobility devices.

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

SECTION 1: The foregoing recitals are true and correct and are incorporated herein as findings.

SECTION 2: The City Council hereby amends Title 6 "Businesses, Professions, and Trades" to add a new Chapter 6.26 "Shared Mobility Devices Pilot Program" as described in Exhibit 1 of the Ordinance.

SECTION 3: If any provision or the application of this Ordinance is for any reason held to be unconstitutional, invalid, or otherwise unenforceable, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have adopted each subsection or provision of this Ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be

severed and the balance of the Ordinance enforced.

SECTION 4: The City Council finds that this Ordinance is exempt from environmental review pursuant to Section 15061(b)(3) of the California Environmental Quality Act (CEQA) guidelines because the requirement that shared mobility device providers obtain a City permit does not have the potential for causing a significant effect on the environment.

SECTION 5: This Ordinance shall take effect thirty (30) days after its final passage and adoption.

SECTION 6: This Ordinance shall either (1) be published once in a newspaper of general circulation, within 15 days after its final adoption, or (2) be published in summary form and posted in the City Clerk's office at least five days before the Ordinance is adopted and within 15 days after adoption, with the names of the Council Members voting for and against the Ordinance. (Gov't. Code §36933.)

* * * * *

This Ordinance 1314 was introduced at a regular meeting of the Tracy City Council on the 6th day of July, 2021, and finally adopted on the _____ day of _____, 2021, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

Chapter 6.26 - SHARED MOBILITY DEVICE PILOT PROGRAM

Article 1 - TITLE AND PURPOSE.

6.26.010 This Chapter shall be known as the "Shared Mobility Device Pilot Program Ordinance."

6.26.020 This Chapter creates a program to facilitate the use of shared mobility devices while ensuring the protection of public health and safety, including the safety of the public traveling by foot, bicycle, or vehicle on public sidewalks, streets, and other public right-of-way.

Article 2 - DEFINITIONS.

6.26.210 – Definitions

- (a) "Code" shall mean Tracy Municipal Code.
- (b) "Electric Bicycle" has the same meaning as in California Vehicle Code section 312.5.
- (c) "Fleet" shall mean all Shared Mobility Devices owned a by specific operator.
- (d) "Geofencing" shall mean the creation of a virtual geographic boundary, defined by the Global Positioning System (GPS), radio-frequency identification (RFID), or other technology that enables the operator to regulate speed, issue notifications, and take other actions when a Shared Mobility Device in its fleet enters or leaves a defined area.
- (e) "Motorized Scooter" has the same meaning as in California Vehicle Code section 407.5(a)-(b).
- (f) "Public Area" shall mean any outdoor area that is open to the public for public use, whether owned or operated by the City or a private party.
- (g) "Public Right-of-Way" shall mean any public alley, parkway, public transportation path, roadway, sidewalk, or street that is owned, granted by easement, operated, or controlled by the City.
- (h) "Shared Mobility Device" shall mean an electrically motorized board as defined in Section 313.5 of the Vehicle Code, motorized scooter as defined in Section 407.5 of the Vehicle Code, electric bicycle as defined in Section 312.5 of the Vehicle Code, bicycle as defined in Section 231 of the Vehicle Code, or other similar personal transportation device, except as provided in subdivision (b) of Section 415 of the Vehicle Code, that is made available to the public by a shared mobility device provider for shared use and transportation in exchange for financial compensation via a digital application or other electronic or digital platform. A shared mobility device does not include automobiles registered by the California Department of Motor Vehicles, nor assistive mobility devices used by persons with disabilities.
- (i) "Shared Mobility Device Provider or Operator" shall mean any person or business entity, owning, managing, or making available shared mobility devices for hire in exchange for financial compensation via a digital application or other electronic or digital platform, that is granted a permit by the City to make available Shared Mobility Devices for shared use and transportation

(j) "Users" means a person who rents and uses a shared mobility device from an operator.

Article 3 – GENERAL REGULATIONS

6.26.310 – Granting of Permits

Any person, firm, or corporation desiring to make available for rent within the City of Tracy any shared mobility device shall first obtain a shared mobility device operator permit.

6.26.320 – Application for Shared Mobility Device Operator Permit

- (a) Any person or entity seeking to obtain a shared mobility device operator permit shall submit a written permit application, signed under penalty of perjury, using the form designated by the Parks & Recreation Director for that purpose.
- (b) The permit shall include permit fees, which shall:
 - (1) Defray the City's costs in administering and enforcing the provisions of this Chapter; and
 - (2) Reflect charges associated with use of public property pursuant to this Chapter.
- (c) The permit application fee shall be \$500 per application (non-refundable), plus a program fee of \$0.10 per ride transaction. These fees will defray the City's costs in administering and enforcing the provisions of the Chapter, as well as charges related to the use of public property.
- (d) The Parks & Recreation Director, or designee, may specify the information that must be provided in connection with an application and the form in which the information is to be provided. The application shall contain, at a minimum, the following:
 - (1) The applicant's true name, address, and telephone number; the true and fictitious name, address, and telephone of the shared mobility device provider; and written evidence that the applicant is an owner or legal representative of the shared mobility device provider;
 - (2) Information sufficient to show that the applicant is financially, technically, and legally qualified to operate and maintain a shared mobility device system;
 - (3) A description of the proposed plan of operation, including, at a minimum, a detailed description of:
 - (i) A summary of the applicant's current operations in similar jurisdictions, including confirming the applicant has a permit to operate where required for such jurisdictions,
 - (ii) The applicant's proposed operations in the City including the maximum number of shared mobility devices anticipated, the plan for deployment of shared mobility devices within the City, the plan for shared mobility device maintenance, levels of staff for operations and administration, and the plan for customer service,
 - (iii) The applicant's regulatory compliance program, including but not limited to, authorized representative that will serve as City's local point of contact 24 hours/7 days a week,

- (iv) The applicant's history of, intent to, and ability to comply with, State and local law such as public outreach efforts and signage,
- (v) The applicant's plans to implement safety programs, including, for example, a program by which the applicant will receive information about and notify users of inappropriate use,
- (vi) The applicant's plans to educate users of shared mobility devices about applicable California Vehicle Code provisions, local laws, and other applicable laws, regulations, and guidelines,
- (vii) The applicant's plans to comply with applicable Federal, State, and local data privacy laws and otherwise to protect the privacy of personal information provided by users,
- (viii) Plans for sharing of anonymized trip data with the City through an application program interface (API), General Bikeshare Feed Specifications (GBFS), Mobility Data Specifications (MDS), or similar technology,
- (ix) Proof of insurance naming the City of Tracy as an additional insured, including an additional insured endorsement, in amounts established by the City's Risk Manager and in accordance with applicable state laws,
- (x) Any other requirements set forth by the Parks & Recreation Director.

(e) A completed shared mobility device permit shall include, at a minimum, the following:

- (1) The types of shared mobility devices the operator is authorized to deploy,
- (2) The maximum number of each type of shared mobility devices permitted in the operator's fleet as determined by the City,
- (3) Locations identified where an operator shall use geofencing or similar technology to reduce the speed of the operator's shared mobility devices,
- (4) Locations identified where an operator shall use geofencing or similar technology to prevent users from ending a ride, without express written permission from the property owner to the operator.
- (5) Specific labelling of each shared mobility device in letters at least 1" tall that reads "RIDING ON SIDEWALKS IS PROHIBITED BY STATE LAW."
- (6) The non-refundable shared mobility device permit fee.
- (7) Provision for the shared mobility device operator to accept cash payment for ride credits.
- (8) Provision to create a discount program for qualified low-income individuals.
- (9) Ability to require proof of a driver's license or permit to unlock and use the device as required the California Vehicle Code.
- (10) An indemnification provision, approved by the City's Risk Manager, that states that the operator shall indemnify, defend, and hold harmless the City and its officers, officials, employees, representatives, and agency from any and all claims, closes, damages, injuries liabilities or losses which arise out of, or which are in any way

related to, the City's issuance of the permit, and for any and all claims, losses, damages, injuries, liabilities or losses to any user or any third party, arising out of or which are in any way related to operator's activities and operations including but not limited to said activities and operations under the permit.

- (f) The Parks & Recreation Director shall issue a non-transferable permit upon the operator's payment of fees required and the Parks & Recreation Director's determination that the operator's permit application is complete.
- (g) Permits shall be effective upon signature by the operator and valid until June 30, 2022 unless otherwise extended or terminated earlier by the City.
- (h) The Parks & Recreation Director shall adopt a process to renew permit agreements.

6.26.330 – Impoundment of Devices

- (a) A shared mobility device displayed, offered, or made available for rent, or left, in the public right-of-way or a public area in violation of this Chapter, shall be subject to immediate impoundment by the City.
- (b) A shared mobility device displayed, offered, or made available for rent absent a permit is subject to immediate removal.
- (c) Within three hours of notice from the City, an operator shall retrieve its shared mobility device that has been maintained or parked in violation of this Code, California Vehicle Code, or the permit.
- (d) If a shared mobility device is materially blocking the public right-of-way or ADA path of travel, the device may be removed immediately by City staff and impounded at operator's expense including the payment of an impoundment and storage fee, as established by Council resolution.
- (e) Any shared mobility device not retrieved from impound for more than 30 calendar days may, at the Parks & Recreation Director's discretion, be repurposed, recycled, destroyed, or auctioned in accordance with applicable state law.

6.26.340 – Violations

- (a) Any person who violates any provision of this Chapter shall be guilty of an infraction.
- (b) Violations of this Chapter are hereby declared a public nuisance.

6.26.350 – Exigency

The Parks & Recreation Director may require operators, through geofencing or similar technology to temporarily disable shared mobility devices in a specific area during an emergency or within the perimeter of a permitted special event as defined in Chapter 4.40 of this code.

6.26.360 – Revocation of Permit

The Parks & Recreation Director may revoke an operator's permit if the operator violates any provision of this code or the terms of their permit agreement. If the City revokes an operator's permit, the operator may be required to wait at least six months from the date the permit was revoked before applying for a new permit.

- (a) Within ten (10) calendar days of the termination or expiration of an operator's permit, the operator shall remove its fleet from operation with the City and shall retrieve any shared mobility devices impounded by the City. If the operator fails to comply, the City may remove and dispose of shared mobility devices at the operator's cost.
- (b) The Parks & Recreation Director's decision to revoke a permit shall be appealable to the City Manager in accordance with Section 1.12.010 of this Code. The City Manager's decision shall be final.

6.26.370 – Pilot Program

Any permit issued pursuant to this Chapter shall terminate and be of no further force or effect beyond June 30, 2022, unless otherwise extended or terminated earlier by the City Council.

July 20, 2021

AGENDA ITEM 1.J

REQUEST

APPROVE A PROFESSIONAL SERVICES AGREEMENT, NOT-TO-EXCEED \$700,000 PER YEAR, WITH 4 LEAF, INC. OF PLEASANTON, CALIFORNIA, TO PROVIDE TEMPORARY STAFFING OF CONSTRUCTION INSPECTORS AND PLAN CHECKING ENGINEERS FOR CAPITAL IMPROVEMENT AND DEVELOPMENT PROJECTS ON AN AS-NEEDED BASIS FOR FISCAL YEARS 2021-2022 AND 2022-2023, AUTHORIZE AN OPTION TO EXTEND INSPECTION SERVICES FOR FISCAL YEARS 2023-2024 AND 2024-2025, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE EXTENSIONS AND ANY MINOR AMENDMENTS

EXECUTIVE SUMMARY

This agenda item, with City Council approval, would approve a Professional Services Agreement (PSA) with 4 Leaf, Inc. to provide temporary staffing of construction inspectors and plan check engineers for Capital Improvement Projects (CIPs) and Development Projects for a not-to-exceed amount of \$700,000 per fiscal year. It is important to note that the not-to-exceed amount is a maximum contract amount and the expenses may not reach that level.

Due to the increased workload relating to upcoming CIPs, encroachment permits and development projects (Cordes Ranch, Tracy Hills, NEI, Ellis, etc.), additional contract staff will be required to provide constructability review, plan checking and perform construction inspections to ensure compliance in accordance with City standard plans and specifications. Due to fluctuations in workload, the City relies on temporary services from contract construction inspectors on an as-needed basis. This is the most cost effective method of covering certain services for the City and the development community.

The costs of these services are charged to Developers and CIPs. Upon approval of the development project by City Council, the developer is required to pay 3.5% of construction cost estimate for inspection fee. This money is deposited with Finance Department in the construction inspection account. All inspection charges for staff time and contract inspection are charged to these accounts. For Capital Improvement Projects, the inspection money is also budgeted and approved by City Council when the project is awarded. There will be no impact to the General Fund.

Previous years' contracts for these kind of services were for a not-to-exceed amount of \$600,000 per fiscal year. However, due to influx of new development projects, staff is requesting for a not-to-exceed amount of \$700,000 per fiscal year. Consultant will be paid on hourly rate as per the terms and conditions of the agreement. The actual paid amount could be less.

DISCUSSION

The Development Services Department (DS) uses the temporary services of contract construction inspectors to perform inspections and plan checking on various Capital

Improvement Projects (CIPs) and development projects on an as-needed basis. The services of contract construction inspectors are secured through Professional Services Agreements. The costs of these services are charged to CIPs and developers. This is a cost effective method of covering certain services for the City and the development community to meet the fluctuating workload needs of DS.

The City's existing Professional Services Agreement to acquire such services expired on June 30, 2021. In order to continue providing inspection and plan checking services in a cost effective way (and on an as needed basis), a new agreement needs to be executed with a consultant. Therefore, staff recently published a Request for Proposals on February 5, 2021, for construction inspection and plan checking services. A total of three (3) proposals were received from the following consultants:

- 4 Leaf, Inc., Pleasanton, CA
- Mozamo Engineering, Sacramento, CA
- CSG Consultants, Pleasanton, CA

Staff has reviewed all the proposals based on the following factors:

- The experience and past performance of the firm, its agents and employees in completing projects of various type, size and complexity
- The firm's ability to provide timely and accurate reviews/inspections
- The flexibility of the proposal based upon the performance and cost schedules and methodologies used by the firm to complete projects
- The firm's understanding of the work to be completed based upon the clarity of the proposal and responsiveness to the Request for Proposal

Based upon the review of the proposals, 4 Leaf, Inc. of Pleasanton, California is the most qualified consultant to provide the required services. Staff negotiated a Professional Services Agreement (PSA) with 4 Leaf, Inc. with the proposed fee / hourly billing multiplier of 1.41 for the inspector and plan check engineer hourly rates, for a not-to-exceed amount of \$700,000 per fiscal year. 4 Leaf, Inc. has provided such services in the past and has the experience and ability to continue providing these services. The proposed hourly rates include the latest amended prevailing rates by the State of California for inspection and engineering services to Public Works projects.

STRATEGIC PLAN

This agenda item supports the City of Tracy's Quality of Life Strategic Priority, which is to provide an outstanding quality of life by enhancing the City's amenities, business mix and services and cultivating connections to promote positive change and progress in our community.

FISCAL IMPACT

This agenda item, with City Council approval, would approve a Professional Services Agreement (PSA) with 4 Leaf, Inc. to provide temporary staffing of construction inspectors and plan check engineers for CIPs and Development Projects for a not-to-

exceed amount of \$700,000 per fiscal year. It is important to note that the not-to-exceed amount is a maximum contract cap and the expenses may not reach that level.

The funding for these consultant services will be through budgeted Capital Projects and developers fees.

RECOMMENDATION

That City Council, by resolution, approve a Professional Services Agreement with 4 Leaf, Inc. of Pleasanton, California, for two fiscal years with the option to extend for another two fiscal years to provide temporary staffing of construction inspectors and Plan Checking engineers on Capital Improvement and Development Projects on an as-needed basis, at the rates set forth in the Agreement, for a not-to-exceed amount of \$700,000 per fiscal year, and authorize the City Manager to execute the extensions and any minor amendments.

Prepared by: Paul Verma, PE, Senior Civil Engineer

Reviewed by: Robert Armijo, PE, City Engineer / Assistant Director of Development Services
Midori Lichtwardt, Assistant City Manager
Karin Schnaider, Finance Director

Approved by: Jenny Haruyama, City Manager

ATTACHMENTS

Attachment A – Professional Services Agreement with 4 Leaf, Inc.

CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT WITH 4 LEAF INC., FOR
CONSTRUCTION INSPECTION AND PLAN CHECKING SERVICES
JULY 1, 2021 TO JUNE 30, 2023

This Professional Services Agreement (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and 4 Leaf, Inc., a California corporation (**Consultant**). City and Consultant are referred to individually as "Party" and collectively as "Parties."

Recitals

- A.** Consultant services are needed to provide construction inspection and plan checking services for subdivision construction and Capital Improvement Projects.
- B.** On February 5, 2021, CITY issued a Request for Proposals for the Professional Services Agreement. The CITY received three (3) proposals including a proposal submitted by the CONSULTANT.
- C.** After negotiations between the CITY and CONSULTANT, the parties have reached an agreement for the services in accordance with the terms set forth in this Agreement. On July 20, 2021, the City Council authorized the execution of this Professional Services Agreement.
- D.** This agreement is being executed pursuant to Resolution No. 2021_____ - approved by Tracy City Council on _____, 2021

Now therefore, the Parties mutually agree as follows:

- 1. Scope of Work.** Consultant shall perform the services described in Exhibit "A" attached and incorporated by reference. The services shall be performed by, or under the direct supervision of, Consultant's Authorized Representative *Gene Barry, PE*. Consultant shall not replace its Authorized Representative. A failure to obtain the City's prior written consent for any change or replacement in personnel may result in the termination of this Agreement.
- 2. Time of Performance.** Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. CONSULTANT shall commence performance by July 1, 2021, and perform such service through June 30, 2023.
 - 2.1 Term.** The term of this Agreement shall begin on July 1, 2021 and end on June 30, 2023, unless terminated in accordance with Section 6. This Agreement may be extended for an additional two (2) years by the City Manager provided that CONSULTANT makes a written request for extension (no later than 60 days prior to the expiration of the first two year term of this Agreement), and the CITY determines, in writing, that CONSULTANT has satisfactorily performed all obligations under the Agreement and grants the extension in writing. Payment of any funds under this Agreement shall be subject to the City of Tracy City Council's annual appropriation of funds for the services to be provided under this Agreement. In the event the City of Tracy City Council does not appropriate funds for

payment for the services to be performed under this Agreement, or any extension thereto, this Agreement shall terminate. Any such termination of this Agreement or any extension thereto, due to failure of the City of Tracy City Council to appropriate funds for payment for services to be provided under this Agreement shall not constitute a breach of this Agreement.

3. Compensation. City shall pay Consultant on a time and expense basis, "and as described below

- For prevailing wage at the billing rates set forth in paragraph 1 Exhibit "B"
- For non-prevailing wage at the billing rates set forth in paragraph 2 Exhibit "B"
- For the plan check engineer at the billing rates set forth in paragraph 3 Exhibit "B"

Exhibit B is attached and incorporated by reference for services performed under this Agreement.

3.1 Not to Exceed Amount. For services performed by CONSULTANT in accordance with this Agreement, CITY shall pay CONSULTANT on a time and expense basis, at the billing rates set forth in Exhibit "B" and incorporated herein by reference. CONSULTANT fee for this Agreement is not to exceed SEVEN HUNDRED THOUSAND DOLLARS (\$700,000) per fiscal year.

3.2 Invoices. Consultant shall submit monthly invoice(s) to the City that describe the services performed, including times, dates, and names of persons performing the services.

3.2.1 If Consultant is providing services in response to a development application, separate invoice(s) must be issued for each application and each invoice shall contain the City's designated development application number.

3.2.2 Consultant's failure to submit invoice(s) in accordance with these requirements may result in the City rejecting said invoice(s) and thereby delaying payment to Consultant.

3.3 Payment. Within 30 days after the City's receipt of invoice(s), City shall make payment to the Consultant based upon the services described on the invoice(s) and approved by the City.

4. Indemnification. Consultant shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against any claims arising out of Consultant's performance or failure to comply with obligations under this Agreement, except to the extent caused by the sole, active negligence or willful misconduct of the City.

In this section, "City" means the City, its officials, officers, agents, employees and volunteers; "Consultant" means the Consultant, its employees, agents and subcontractors; "Claims" includes claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses) and any allegations of these; and "Arising out of" includes "pertaining to" and "relating to".

(The duty of a "design professional" to indemnify and defend the City is limited to claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, under Civ. Code § 2782.8.)

The provisions of this section survive completion of the services or the termination of this Agreement, and are not limited by the provisions of Section 5 relating to insurance.

5. Insurance. Consultant shall, throughout the duration of this Agreement, maintain insurance to cover Consultant, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

5.1 Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than \$4,000,000 general aggregate and \$2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

5.2 Automobile Liability (with coverage at least as broad as ISO form CA 00 01 07 97, for "any auto") "claims made" coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

5.3 Workers' Compensation coverage shall be maintained as required by the State of California.

5.4 Professional Liability "claims made" coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Consultant in an amount not less than \$1,000,000 per claim.

5.5 Endorsements. Consultant shall obtain endorsements to the automobile and commercial general liability insurance policies with the following provisions:

5.5.1 The City (including its elected officials, officers, employees, agents, and volunteers) shall be named as an additional "insured."

5.5.2 For any claims related to this Agreement, Consultant's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

5.6 Notice of Cancellation. Consultant shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Consultant shall immediately obtain a replacement policy.

5.7 Authorized Insurers. All insurance companies providing coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

5.8 Insurance Certificate. Consultant shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City, before the City signs this Agreement.

5.9 Substitute Certificates. Consultant shall provide a substitute certificate of insurance no later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement.

5.10 Consultant's Obligation. Maintenance of insurance by the Consultant as specified in this Agreement shall in no way be interpreted as relieving the Consultant of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Consultant may carry, at its own expense, such additional insurance as it deems necessary. Failure to provide or maintain any insurance policies or endorsements required herein may result in the City terminating this Agreement.

6. Termination. The City may terminate this Agreement by giving ten days' written notice to Consultant. Upon termination, Consultant shall give the City all original documents, including preliminary drafts and supporting documents, prepared by Consultant for this Agreement. The City shall pay Consultant for all services satisfactorily performed in accordance with this Agreement, up to the date notice is given.

7. Dispute Resolution. If any dispute arises between the City and Consultant that cannot be settled after engaging in good faith negotiations, City and Consultant agree to resolve the dispute in accordance with the following:

7.1 Each Party shall designate a senior management or executive level representative to negotiate the dispute;

7.2 The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.

7.3 If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiations between legal counsel. If the aforementioned process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.

7.4 The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.

7.5 The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.

7.6 The dispute resolution process is a material condition to this Agreement and must be exhausted prior to either Party initiating legal action. This dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 et seq.

8. Ownership of Work. All original documents prepared by Consultant for this Agreement, whether complete or in progress, are the property of the City, and shall be given to the City at the completion of Consultant's services, or upon demand from the City. No such documents shall be revealed or made available by Consultant to any third party without the City's prior written consent.

9. Independent Contractor Status. Consultant is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Consultant is not City's employee and Consultant shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization. Consultant is free to work for other entities while under contract with the City. Consultant, and its agents or employees, are not entitled to City benefits.

10. Conflicts of Interest. Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Consultant maintains or acquires such a conflicting interest, the City may terminate any contract (including this Agreement) involving Consultant's conflicting interest.

11. Rebates, Kickbacks, or Other Unlawful Consideration. Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any City official or employee. For breach of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

12. Notices. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party to the addresses listed below. Communications shall be deemed to have been given and received on the first

to occur of: (1) actual receipt at the address designated below, or (2) three working days after the deposit in the United States Mail of registered or certified mail, sent to the address designated below.

To City:
City Engineer
Development Services
City of Tracy
333 Civic Center Plaza
Tracy, CA 95376

To Consultant:
4 Leaf, Inc.,
Gene Barry, P.E.
2126 Rheem Drive,
Pleasanton CA 94588

With a copy to:
City Attorney
333 Civic Center Plaza
Tracy, CA 95376

13. Miscellaneous.

13.1 Standard of Care. Unless otherwise specified in this Agreement, the standard of care applicable to Consultant's services will be the degree of skill and diligence ordinarily used by reputable professionals performing in the same or similar time and locality, and under the same or similar circumstances.

13.2 Amendments. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.

13.3 Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

13.4 Assignment and Delegation. Consultant may not assign, transfer or delegate this Agreement or any portion of it without the City's written consent. Any attempt to do so will be void. City's consent to one assignment shall not be deemed to be a consent to any subsequent assignment.

13.5 Jurisdiction and Venue. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

13.6 Compliance with the Law. Consultant shall comply with all applicable local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.

13.6.1 Prevailing Wage Laws. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates; employment of apprentices (§ 1777.5), certified payroll records (§1776), hours of labor (§1813 and §1815), debarment of contractors and subcontractors (§1777.1) and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed under this Agreement are part of a "public works" or "maintenance" project, as defined in the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. These prevailing rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents, harmless from any and all claims, costs, penalties, or interests arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

13.6.1.1 For inspection of public works projects CONSULTANT shall pay prevailing wage to construction inspectors performing services on public works project to comply with

General Prevailing Wage determination made by the Director of Industrial Relations Pursuant to California Labor Code Part 7, Chapter 1, Article 2, section 1770, 1773 and 1773.1(Building Construction Inspector and Field Soils and material tester, Senior Engineering Tech I).

13.6.2 Non-discrimination. Consultant represents and warrants that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Consultant shall also comply with all applicable anti-discrimination federal and state laws, including but not limited to, the California Fair Employment and Housing Act (Gov. Code 12990 (a-f) et seq.).

13.7 Business Entity Status. Consultant is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Consultant. By entering into this Agreement, Consultant represents that it is not a suspended corporation. If Consultant is a suspended corporation at the time it enters this Agreement, City may take steps to have this Agreement declared voidable.

13.8 Business License. Before the City signs this Agreement, Consultant shall obtain a City of Tracy Business License. Consultant shall maintain an active City of Tracy Business License during the term of this Agreement.

13.9 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

13.10 Construction of Agreement. Each Party hereto has had an equivalent opportunity to participate in the drafting of this Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting Party shall not apply hereto.

13.11 Severability. If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

13.12 Controlling Provisions. In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Consultant's proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Consultant's proposal (if any), the Exhibits shall control.

13.13 Entire Agreement. This Agreement and the attached Exhibits comprise the entire integrated understanding between the Parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations or agreements. All exhibits attached hereto are incorporated by reference herein.

14. Signatures. The individuals executing this Agreement on behalf of Consultant represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of Consultant.

[SIGNATURES ON FOLLOWING PAGE]

City of Tracy -- Professional Services Agreement with 4 LEAF Inc.,
Construction inspection and plan checking services
July 1, 2021 to June 30, 2023

The Parties agree to the full performance of the terms set forth here.

City of Tracy

By: Nancy Young
Title: Mayor

Attest:

Adrienne Richardson, City Clerk

Approved as to form:

Leticia Ramirez, City Attorney

Consultant
4 Leaf, Inc.,



By: Gene Barry, P.E.
Title: Vice President

Date: 07/13/21

Federal Employer Tax ID No. 94-3393574

By:
Title:
Date: _____

Exhibits:

- A Scope of Work, including personnel and time of performance (See Agreement sections 1 and 2.)
- B Compensation (See Agreement section 3.)

EXHIBIT A - Scope of Work

SCOPE OF SERVICES

Responsibilities.

The Consultant shall provide temporary construction inspection services and plan checking services to the City, for certain civil engineering projects, upon a minimum of two weeks written or telephonic notice from the City. The Consultant shall provide these temporary construction inspection and plan checking services to the City with qualified employees of the Consultant. Upon receipt of a request from the City, the Consultant shall review the qualifications of its employees, and select qualified candidates. The Consultant shall ensure that the qualified candidates have the experience and training necessary to perform the services required by this Agreement. The Consultant shall provide to the City a concise resume of each individual employee's qualifications, a proposed hourly rate for each employee based upon the employee's experience (not to exceed \$75.00 per hour without the multiplier) for construction inspector and (not to exceed \$110.00 per hour without the multiplier) for the plan checking engineer, and the Consultant shall schedule interviews of the qualified candidates with the City's Senior Civil Engineer. Depending upon the needs of the City, the City may select one or more of the candidates provided by the Consultant. If the City selects one or more of the Consultant's employees, the City and the Consultant shall negotiate the hourly rate to be paid to the employee based upon the employee's experience, in an amount not to exceed per hour, without the multiplier.

The Consultant shall, through its qualified employees, (hereinafter, "Plan Checking & Construction Compliance Engineer"), perform services for the City's Capital Improvement projects, Subdivision Developments. Duties for "Plan Checking Engineer" include reviewing the plans and specifications of Capital Improvement Projects and Development projects for conformance with all relevant Standards, plans, specifications, contract documents, laws, codes, ordinances, resolutions, regulations, and coordinating with City's departments and developers. The responsibilities may also include providing construction inspections for compliance of project specifications and improvement plans on as needed basis.

The duties for construction inspectors include inspecting various Public Works infrastructure, buildings, sewer and water treatment plants, airports, parks, including landscaping and irrigation for conformance with all relevant Standards, plans, specifications, contract documents, laws, codes, ordinances, resolutions, and regulations. Responsibilities of the inspectors include but are not limited to the following:

1. For each project assigned to the Inspector, the Inspector shall review and be thoroughly familiar with all laws, regulations, standards, and contracts relevant to the construction, including, but not limited to: the contract between the City and the Contractor or the Developer, the plans and specifications incorporated into the Contract; all laws, regulations, and standards set forth in the Contract; the City Design Standards; the City Standard Specifications; the City Standard Plans, the Contractor's construction schedule; the Contractor's submittal schedule; and all applicable City ordinances, resolutions, and City Council policies related to the construction activities.

2. For each project assigned, the Inspector shall attend the daily morning Construction meetings and weekly progress meetings as directed by the Engineer. The Inspector shall conduct all inspection services, for each project assigned, in accordance with this Agreement, as refined by the Engineer.
3. The Inspector shall visit the site of construction for each assigned project as directed by the Engineer. During each site visit, the Inspector shall observe and make a written report (in the Inspector's Daily Report) of: all items included on the standard form, including: the date and time of the visit (arrival and departure); the weather conditions at the site; a list of all persons present at the site including employees, subcontractors, and others; a description of the site conditions regarding status of construction and other relevant conditions; a description of all materials stored on site; a description of all major equipment on site; a description of activity at the site including work being performed, materials being installed, equipment active versus idle, laborers active versus idle; monitor traffic control and safety operations, etc. The Inspector's Daily Report for each project shall be submitted to the Engineer no later than 24 hours following the date and time of the Inspector's site visit. The Inspector shall not forward the Inspector's Daily Reports to the Contractor without the prior written approval from the Engineer.
4. For each assigned project, the Inspector shall compare the Contractor's progress to the Contractor's schedule. The Inspector shall compare the material quality of the Contractor's work to the requirements of the Contract (including all relevant plans/specifications and submittals). The Inspector's comparisons shall include checking grades, sizes, elevations and locations of structures, field measurements, and traffic control. The Inspector shall note, in the Inspector's Daily Report, any deficiencies or deviations in the Contractor's work (including: Contractor behind schedule, areas of work which could be performed but are not staffed, areas of work which do not conform with the Contract, materials which do not conform with the Contract, and areas of work which were performed without obtaining an inspection required by the Contract).
5. For each assigned project, the Inspector shall perform all special inspections within the time frames set forth in the Contract regarding prior notice from the Contractor.
6. To the extent that the Inspector notes any deficiencies or deviations in the Contractor's work, the Inspector shall notify the Engineer and provide a draft report of deficient work. The Engineer will then review and notify the Contractor of deficiencies in a timely manner. The resolution of the deficiency may be verbal instructions by the Engineer to the Inspector and/or Contractor.
7. In the event that the Inspector observes, or otherwise learns of, an issue at the construction site which involves a risk of imminent harm to person or property, the Inspector shall immediately notify the authorized representative of the Contractor, and the Engineer, and shall take such action which, under the circumstances and the professional opinion of the Inspector, will lead to a timely resolution of the risk of harm. The Inspector shall follow-up with a written report to the Engineer.
8. The Inspector shall take photographs of the site on a daily basis, sufficient in number to depict the scope of major activities being performed by the Contractor, and in order to document any issues identified by the inspector in Sections 6 and 7 above. Each photograph shall be labeled with the date and time taken, and shall be indexed with a number, and a brief factual description of the events shown in the photograph. The Inspector shall take a videotape of the site if directed

City of Tracy -- Professional Services Agreement with 4 LEAF Inc.,
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by the Engineer. The videotape shall indicate the date and time taken; however, no audio shall be added by the Inspector. The Inspector shall index the videotape to a brief factual description of the events shown in the videotape.

9. For each project assigned, the Inspector shall review pay requests submitted by the Contractor, and shall compare the Contractor's requests to the terms of the Contract, and to the actual work performed by the Contractor as of the date of the request. Within 5 days of receipt of the request from the Contractor, the Inspector shall submit a written statement to the Engineer regarding the percentage of work performed by the Contractor.
10. As directed by the Engineer, Inspector shall prepare project Punch List listing the items not completed by the Contractor based on the project plans, specifications and contract documents.
11. The Inspector shall not order, tell, or suggest to the Contractor any method of performance of the work required by the Contract. The method of performance is within the discretion of the Contractor.
12. If the Contractor requests clarification regarding the intent of the Contract (including the plans or specifications), the Inspector shall direct the Contractor to the Contract clause that requires all such requests for clarification to be submitted to the City in writing. The Inspector shall then follow up the conversation in writing to the Engineer.
13. If the Inspector has any question regarding the intent or interpretation of the Contract (including the plans and specifications), the Inspector shall obtain a clarification from the Engineer.
14. For each assigned project, the Inspector shall review and perform plan checking of improvement drawings under direction of Engineer as required.

EXHIBIT B - Compensation

1. For the inspection of Public Works projects, Consultant shall receive compensation at a multiplier of 1.41 times the hourly prevailing wage rate established by the Department of Industrial Relations Pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1 for BUILDING CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTER, SENIOR ENGINEERING TECH I. The hourly prevailing wage rate shall include basic hourly rate, health and welfare, pension, vacation, holiday, training and other payments as specified by the State of California, Department of Industrial Relations.
2. For the inspection of private work (subdivision inspection), Consultant shall receive compensation at a multiplier of 1.41 times the hourly rate of the Inspector. The hourly rate of the Inspector shall be based upon the experience of the employee as determined by CITY, in an amount not to exceed \$75.00 per hour.
3. For the Plan Check Engineer, Consultant shall receive compensation at a multiplier of 1.41 times the hourly rate of the approved plan check engineer hourly rate. The hourly rate of the plan check engineer shall be based upon the experience of the employee as determined by City, in an amount not to exceed \$110.00 per hour.
4. Consultant's employees shall not be provided with CITY vehicles. Consultant shall ensure that its employees have adequate transportation. Consultant shall be reimbursed for the mileage at a multiplier amount of 1.41 times \$.56 cents per mile. The mileage shall be the actual mileage traveled between the projects and the City of Tracy Development Services Department. No mileage shall be paid for commuting between employee's residence to workplace or vice versa.
5. (Hourly Rate Multiplier 1.41 is for prevailing wages, non-prevailing wages and plan checking for the duration of the contract.

RESOLUTION 2021-_____

APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH 4 LEAF, INC. OF PLEASANTON, CALIFORNIA, TO PROVIDE TEMPORARY STAFFING OF CONSTRUCTION INSPECTORS AND PLAN CHECKING ENGINEERS FOR CAPITAL IMPROVEMENT AND DEVELOPMENT PROJECTS ON AN AS-NEEDED BASIS FOR FISCAL YEARS 2021-2022 AND 2022-2023, AUTHORIZING AN OPTION TO EXTEND INSPECTION SERVICES FOR FISCAL YEARS 2023-2024 AND 2024-2025, FOR A TOTAL NOT-TO-EXCEED \$700,000 PER FISCAL YEAR, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE EXTENSIONS AND ANY MINOR AMENDMENTS

WHEREAS, The Development Services Department (DS) uses the temporary services of consultants to perform inspections and plan checking on various Capital Improvement Projects (CIPs) and Development Projects on an as-needed basis, and

WHEREAS, The City requested proposals from various consultants to provide inspection services. A total of three (3) Proposals were received from the following consultants:

- 4 Leaf, Inc., Pleasanton, CA
- Mozamo Engineering, Sacramento, CA
- CSG Consultants, Pleasanton, CA, and

WHEREAS, Proposals were reviewed based on their experience, ability to provide services, and

WHEREAS, Staff recommends 4 Leaf, Inc. of Pleasanton, California, to provide temporary staffing of construction inspectors at a proposed fee multiplier of 1.41 of the inspector and Plan Check Engineer hourly salaries which shall not exceed the rates set forth in the Agreement, for a total not-to-exceed amount of \$700,000 per fiscal year, and

WHEREAS, The contract cost of the inspection and plan checking services are not-to-exceed \$700,000 per year and will be charged to approved Capital Improvement Projects (CIPs) and Development Projects;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby approves a Professional Services Agreement with 4 Leaf, Inc. of Pleasanton, California, in substantially the same form as the attached, for two fiscal years with the option to extend for another two fiscal years to provide temporary staffing of construction inspectors and plan check engineers on Capital Improvement and Development Projects on an as-needed basis, at the rates set forth in the Agreement, for a not-to-exceed amount of \$700,000 per fiscal year, and authorizes the City Manager to execute the extensions and any minor amendments.

The foregoing Resolution 2021-_____ was adopted by the Tracy City Council on the 20th day of July 2021, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

July 20, 2021

AGENDA ITEM 1.K

REQUEST

APPROVE LEGAL SERVICES AGREEMENTS WITH BURKE, WILLIAMS, & SORENSEN, LLP, DOWNEY BRAND LLP, THE LAW OFFICE OF DANIEL P. DOPORTO, MEYERS NAVE AND PRICE, POSTEL & PARMA, LLP TO PROVIDE SPECIAL LEGAL COUNSEL SERVICES FOR A TERM OF THREE YEARS WITH OPTION TO EXTEND FOR TWO ADDITIONAL ONE-YEAR TERMS AND AUTHORIZE THE CITY ATTORNEY TO EXECUTE THE CONTRACT EXTENSIONS

EXECUTIVE SUMMARY

This agenda item, with City Council approval, would authorize the City of Tracy (City) to enter into legal services agreements with Burke, Williams, & Sorensen, LLP (Burke), Downey Brand LLP (Downey Brand), the Law Office of Daniel P. Doporto (Doporto), Meyers Nave, and Price, Postel, & Parma LLP (Price) to provide special counsel legal services in various legal practice areas. The agreements would be for a term of three years, with the option to extend for two additional one-year terms.

The agreement with Burke is for a not-to-exceed amount of \$150,000 for special counsel legal services to be paid by the City (non-cost recovery work) and no limit for cost recovery work paid for by third parties pursuant to a cost recovery agreement. The agreement with Doporto is for a not-to-exceed amount of \$100,000 for non-cost recovery work and no limit for cost recovery work. The agreement with Meyers Nave is for \$100,000 for special counsel legal services. The agreements with Downey Brand and Price are for a not-to-exceed amount of \$125,000 for special counsel legal services to be paid for through (or funded through) the enterprise fund (e.g. Water Fund) or applicable Capital Improvement Project budget.

This item requests that Council approve these agreements and authorize the City Attorney to execute contract extensions.

DISCUSSION

The City Attorney's Office (CAO) typically consists of three full-time attorneys and a legal secretary. The CAO has had an attorney position vacant for most of the last 24 months. Even while fully staffed the CAO relies on assistance from outside counsel to provide advice on specialized areas of law and increase the office's capacity to serve its departmental clients such as Utilities and Development Services. Depending on the complexity of a development project, developers enter into Cost Recovery Agreements

Agenda Item 1.K

July 20, 2021

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with the City to cover the costs associated with staff and consultant time, including outside legal counsel services.

On April 1, 2021, the City issued a Request for Proposals (RFP) for Special Counsel Legal Services for the CAO for a broad range of practice areas such as general municipal law, labor and employment law, litigation defense and real property and land use. The City received 27 proposals from various law firms with experience advising and representing California municipalities. The following firms have been selected as the law firms that would best serve the CAO in providing legal services and supplemental support as needed and determined by the City Attorney. The terms and contract amounts are outlined below:

Law Firm	Term	Not-to-Exceed Amount
Burke Williams Sorensen, LLP	July 1, 2021 – June 30, 2024, with option to extend for two additional one year terms	Special Counsel Legal Services (non-cost recovery work): \$150,000 Cost Recovery Work: No limit
Downey Brand LLP	March 1, 2021 – June 30, 2024, with option to extend for two additional one year terms	Special Counsel Legal Services (Water Resources, Water Quality and Permitting, and CEQA and Land Use): \$125,000
Law Office of Daniel Doporto	July 1, 2021 – June 30, 2024, with option to extend for two additional one year terms	Special Counsel Legal Services (non-cost recovery work): \$100,000 Cost Recovery Work: No limit
Meyers Nave	July 1, 2021 – June 30, 2024, with option to extend for two additional one year terms	Special Counsel Legal Services (non-cost recovery work): \$100,000
Price, Postel & Parma LLP	June 1, 2021 – June 30, 2024, with option to extend for two additional one year terms	Special Counsel Legal Services (Eminent domain, inverse condemnation, and real estate acquisitions): \$125,000

All special counsel legal services that are non-cost recovery work to be provided by Burke, Doporto, and Meyers Nave will be funded through the CAO's operational budget. These firms will provide legal services in a wide range of areas including but not limited to, elections, taxes, administrative appeals, the Public Contract Code, affordable housing development projects, and drafting ordinances and regulations to comply with federal and state law. The cost recovery work to be performed by Burke and Doporto will be paid through developer-funded cost recovery agreements and will primarily be work related to the processing of development applications and land use entitlements, including but not limited to negotiating development agreements and advising on California Environmental Quality Act (CEQA) matters. The contracts with Downey Brand and Price are back-dated to March 1, 2021 and June 1, 2021 respectively because these firms are working on existing matters for the City.

The special counsel legal services provided by Downey Brand and Price will be funded by either the applicable enterprise fund such as the water fund or wastewater fund or capital improvement projects. Downey Brand will specifically be providing special counsel legal services regarding water resources, water quality and permitting, and CEQA and land use matters. Price will be providing litigation and transactional/advisory services regarding eminent domain, inverse condemnation, and real estate acquisitions.

STRATEGIC PLAN

This is a routine operational item and is not related to the City Council's Strategic Plan.

FISCAL IMPACT

Costs associated with non-cost recovery special counsel legal services will be funded through the operational budget of the City Attorney's Office. Costs associated with the cost recovery legal services provided by Burke and Doporto will be paid for by developer-funded Cost Recovery Agreements. Costs associated with legal services provided by Downey Brand and Price are paid for by the applicable enterprise fund or capital improvement project budget and managed by the Utilities Department.

RECOMMENDATION

Staff recommends that the City Council approve, by resolution, the legal services agreements with Burke, Williams, & Sorensen, LLP, Downey Brand LLP, the Law Office of Daniel P. Doporto, Meyers Nave, and Price, Postel, & Parma LLP to provide special legal counsel services for a term of three years with option to extend for two additional one-year terms and authorize the City Attorney to execute the extensions, if needed.

Prepared by: Leticia Ramirez, City Attorney

Reviewed by: Karin Schnaider, Finance Director
Midori Lichtwardt, Assistant City Manager

Approved by: Jenny Haruyama, City Manager

ATTACHMENTS

Attachment A – Legal Services Agreement with Burke, Williams, & Sorensen, LLP

Attachment B - Legal Services Agreement with Downey Brand LLP

Attachment C - Legal Services Agreement with Law Office of Daniel P. Doporto

Attachment D – Legal Services Agreement with Price, Postel, & Parma LLP

Attachment E – Legal Services Agreement with Meyers Nave

CITY OF TRACY
LEGAL SERVICES AGREEMENT WITH BURKE, WILLIAMS, & SORENSEN LLP
FOR SPECIAL COUNSEL LEGAL SERVICES

This Legal Services Agreement (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and Burke, Williams, & Sorensen LLP, a California Limited Liability Partnership (**Burke**). City and Burke are referred to individually as "Party" and collectively as "Parties."

Recitals

- A.** On April 1, 2021, City issued a Request for Proposals, Special Counsel Legal Services for the City Attorney's Office; and
- B.** Burke submitted its proposal to City to provide special counsel legal services to the City Attorney's Office; and
- C.** City has determined that Burke possesses the skills, experience and certification required to provide the services; and
- D.** After negotiations between City and Burke, the Parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.
- E.** This Agreement is being executed pursuant to Resolution No. _____ approved by Tracy City Council on July 20, 2021.

Now therefore, the Parties mutually agree as follows:

1. Scope of Work. Burke shall perform the services described in Exhibit "A" attached and incorporated by reference. The services shall be performed by, or under the direct supervision of Denise Bazzano ("Authorized Representative"). Burke shall not replace its Authorized Representative, nor shall Burke use or replace any subcontractor, without City's prior written consent. A failure to obtain City's prior written consent for any change or replacement in personnel or subcontractor may result in the termination of this Agreement.

1.1 Non-Exclusive Agreement. The City reserves the right to contract with other attorneys or law firms providing the same or similar scope of services described above during the term of this Agreement. The City further reserves the right to, assign work, at its sole discretion, to other attorneys or law firms other than Burke based on City's budget, experience, and/or areas of expertise based on the City's specific needs.

2. Time of Performance. Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Any services for which times for performance are not specified in this Agreement shall be started and completed by Burke in a reasonably prompt and timely manner based upon the circumstances and direction communicated to Burke. Burke shall submit all requests for time extensions to City in writing as soon as reasonably possible after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. City shall grant or deny such requests at its sole discretion.

2.1 Term. The term of this Agreement begins on July 1, 2021 and ends on June 30, 2024, unless terminated earlier in accordance with Section 6. In addition to the foregoing, this Agreement may be extended for two (2) additional one (1) year periods by the City Attorney following a determination that Burke has satisfactorily met all the requirements of this Agreement.

3. Compensation. Burke's services under this Agreement are of two (2) types:

(i) work determined by the City Attorney's Office to be subject to a "Cost Recovery Agreement" whereby a third-party is responsible for reimbursing the City for the cost of Burke's services, which is referred to herein as "Cost Recovery Work"; and (ii) all other work, which is referred to herein as "Special Counsel Legal Services Work." City shall pay Burke on a time and expense basis, at the billing rates set forth in Exhibit "B," attached and incorporated by reference for all work performed under this Agreement.

3.1 Not to Exceed Amount.

3.1.1 For Cost Recovery Work: No limit

3.1.2 For Special Counsel Legal Services Work: \$150,000

No work shall be performed by Burke in excess of the "not to exceed" amount provided in this section without City's prior written approval. Burke's billing rates shall cover all costs and expenses for Burke's performance of this Agreement unless otherwise specified in Exhibit "B". Said billing rates will be subject to an annual automatic adjustment, effective on January 1 of each year. For purposes of this agreement, the annual automatic adjustment shall take effect on July 1, 2023 in accordance with the provisions of Exhibit "B".

3.2 Invoices. Burke shall submit monthly invoices to City that describe the services performed (including whether such services are Cost Recovery Work or General Services Work, including times, dates, and names of persons performing the services).

3.2.1 If Burke is providing services in response to a development application, a separate invoice must be issued for each application and each invoice shall contain City's designated development application number.

3.2.2 Burke's failure to submit an invoice in accordance with these requirements may result in City rejecting said invoice and thereby delaying payment to Burke.

3.3 Payment. Within 30 days after City's receipt of each invoice, City shall make payment to Burke based upon the services described on the invoice and approved by City.

3.4 Interest. If an invoice is not paid by its due date, interest will be charged on the principal balance (fees, costs, and disbursements) shown on the statement. Interest will be calculated by multiplying the unpaid balance by the periodic rate of .833% per month (Ten Percent (10%) Annual Percentage Rate). The unpaid balance will bear interest from the date of the invoice until paid.

4. Indemnification. Burke shall, to the fullest extent permitted by law, indemnify and defend (with independent counsel approved by City) City, and hold City harmless from and against, any claims arising out of Burke's performance under this Agreement, except to the extent caused by the active negligence or willful misconduct of City.

In this section, "City" means City, its officials, officers, agents, employees and volunteers; "Burke" means Burke, its employees, agents and subcontractors; "Claims" includes claims, demands,

actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses), and any allegations of these; and “Arising out of” includes “pertaining to” and “relating to”.

The provisions of this section survive completion of the services or the termination of this Agreement and are not limited by the provisions of Section 5 relating to insurance.

5. Insurance. Burke shall, throughout the duration of this Agreement, maintain insurance to cover Burke, its agents, representatives, and employees in connection with the performance of services under this Agreement, at the minimum levels set forth herein.

5.1 Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) “per occurrence” coverage shall be maintained in an amount not less than \$4,000,000 general aggregate and \$2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

5.2 Automobile Liability (with coverage at least as broad as ISO form CA 00 01 07 97, for “any auto”) “claims made” coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

5.3 Workers’ Compensation coverage shall be maintained as required by the State of California.

5.4 Professional Liability “claims made” coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Burke in an amount not less than \$1,000,000 per claim.

5.5 Endorsements. Burke shall obtain an endorsement to the Commercial General Liability and Automobile Liability policies naming the City (including its elected officials, officers, employees, agents, and volunteers) as an Additional Insured under the policies.

5.6 Notice of Cancellation. Burke shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Burke shall immediately obtain a replacement policy.

5.7 Authorized Insurers. All insurance companies providing coverage to Burke shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

5.8 Insurance Certificate. Burke shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City, before the City signs this Agreement.

5.9 Substitute Certificates. Burke shall provide a substitute certificate of insurance no later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement.

5.10 Burke’s Obligation. Maintenance of insurance by Burke as specified in this Agreement shall in no way be interpreted as relieving Burke of any responsibility whatsoever (including indemnity obligations under this Agreement), and Burke may carry, at its own expense, such additional insurance as it deems necessary. Failure to provide or maintain any insurance policies or endorsements required herein may result in the City terminating this Agreement.

6. Termination. City may terminate this Agreement by giving ten days' written notice to Burke. Upon termination, Burke shall give City all original documents, including preliminary drafts and supporting documents, prepared by Burke for this Agreement. City shall pay Burke for all services satisfactorily performed in accordance with this Agreement, up to the date notice is given.

7. Dispute Resolution. Any dispute regarding fees, costs, or charges between City and Burke that cannot be settled after engaging in good faith negotiations, shall be City and Burke agree to resolve the dispute through arbitration in accordance in accordance with California Business and Professions Codes Sections 6200-6206

8. Ownership of Work; Preservation and Destruction of Records. All original documents prepared by Burke for this Agreement, whether complete or in progress, are the property of City, and shall be given to City at the completion of Burke's services, or upon demand from City. No such documents shall be revealed or made available by Burke to any third party without City's prior written consent. Upon completion of Burke's services, Burke shall retain all original documents received from City in the course of Burke's services for a period of at least two (2) years, unless Burke receives written authorization from City to return or dispose of such documents. Any disposal of such documents by Burke shall be undertaken in a manner that prevents the accidental disclosure of any confidential information that may be contained in such documents.

9. Independent Contractor Status. Burke is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Burke is not City's employee and Burke shall have no authority, express or implied, to act on behalf of City as an agent, or to bind City to any obligation, unless City provides prior written authorization. Burke is free to work for other entities while under contract with the City. Burke, and its agents or employees, are not entitled to City benefits.

10. Conflicts of Interest. Before accepting representation of City, Burke has undertaken reasonable and customary efforts to determine whether there are any potential conflicts of interest or adversity of positions between City and any other person or entity that would bar Burke from representing City in general. Burke has reviewed this issue in accordance with the Rules of Professional Conduct adopted in California. Burke believes that those rules, rather than the rules of any other jurisdiction, are applicable to City's representation. City's execution and return of the enclosed copy of this letter represents an express agreement to the applicability of the Rules of Professional Conduct adopted in California to any and all representation arising under this Agreement.

11. Rebates, Kickbacks, or Other Unlawful Consideration. Burke warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any City official or employee. For breach of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price, or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

12. Notices. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party to the addresses listed below. Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the email address designated below, or (2) three working days after the deposit in the United States Mail of registered or certified mail, sent to the address designated below.

To City:
City Attorney

To Burke:
Denise Bazzano

333 Civic Center Plaza
Tracy, CA 95376
attorney@cityoftracy.org

1901 Harrison St #900
Oakland, CA 94612
dbazzano@bwslaw.com

13. Miscellaneous.

13.1 Standard of Care. Unless otherwise specified in this Agreement, the standard of care applicable to Burke's services will be the degree of skill and diligence ordinarily used by reputable professionals performing in the same or similar time and locality, and under the same or similar circumstances.

13.2 Amendments. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.

13.3 Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

13.4 Assignment and Delegation. Burke may not assign, transfer or delegate this Agreement or any portion of it without City's written consent. Any attempt to do so will be void. City's consent to one assignment shall not be deemed to be a consent to any subsequent assignment.

13.5 Jurisdiction and Venue. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

13.6 Compliance with the Law. Burke shall comply with all applicable local, state, and federal laws, whether or not those laws are expressly stated in this Agreement, including without limitation laws requiring the payment of minimum or prevailing wages and laws prohibiting discrimination in hiring and employment.

13.7 Business Entity Status. Burke is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Burke. By entering into this Agreement, Burke represents that it is not a suspended corporation. If Burke is a suspended corporation at the time it enters this Agreement, City may take steps to have this Agreement declared voidable.

13.8 Business License. Before City signs this Agreement, Burke shall obtain a City of Tracy Business License. Burke shall maintain an active City of Tracy Business License during the term of this Agreement.

13.9 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

13.10 Construction of Agreement. Each Party hereto has had an equivalent opportunity to participate in the drafting of this Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting Party shall not apply hereto.

13.11 Severability. If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

13.12 Controlling Provisions. In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Burke's proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Burke's proposal (if any), the Exhibits shall control.

13.13 Entire Agreement. This Agreement and the attached Exhibits comprise the entire integrated understanding between the Parties concerning the services to be performed as identified in Exhibit A. This Agreement supersedes all prior negotiations, representations or agreements relating to those services Identified in Exhibit A, specifically the Retainer Agreement for Legal Services dated August 21, 2019 and the First Amendment to Retainer Agreement for Legal Services dated September 16, 2020 shall be superseded by this Agreement as of the Effective Date of this Agreement. All exhibits attached hereto are incorporated by reference herein.

14. Signatures. The individuals executing this Agreement on behalf of Burke represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of Burke.

[SIGNATURES ON FOLLOWING PAGE]

The Parties agree to the full performance of the terms set forth here.

City of Tracy

By: Nancy Young

Title: Mayor

Date: _____

Attest:

Adrienne Richardson, City Clerk

Approved as to form:

Leticia Ramirez, City Attorney

Burke

Burke Williams Sorensen LLP, a California
Limited Liability Partnership.



By: Denise S. Bazzano

Title: Partner

Date: July ___, 2021

Federal Employer Tax ID No. 95-1705973

Exhibits:

- A Scope of Work, Personnel & Time of Performance
(See Agreement sections 1 and 2.)
- B Compensation (See Agreement section 3.)

EXHIBIT A

Scope of Work, Personnel & Time of Performance

Burke shall provide special counsel legal services as requested from time to time by the City Attorney's Office in the following practice areas:

General Municipal Law and Special Counsel Matters, Including but not limited to:

- Public nuisance abatement and code enforcement issues including related litigation
- Advising and preparing documents relating to elections, including but not limited to drafting of sales tax ballot measures
- Development and implementation of cannabis regulations, including but not limited to administrative appeals
- Compliance with the Public Contract Code including preparation of bid packages, design-build regulations, and bid protest hearings
- Advising on affordable housing development projects
- Establishment of utility rates, fees, and charges
- Providing advice and assistance with complex business agreements with private and public corporations and other entities (drafting, reviewing, negotiating and related litigation)
- Drafting ordinances and regulations to comply with federal and state law

Labor and Employment Matters, including but not limited to:

- Labor and employment litigation and administrative proceedings
- Drafting and reviewing personnel administrative policies and procedures
- Advising and assisting on employee disciplinary matters, grievances, and appeals
- Labor and employment advice, training and personnel investigations
- Employee disability issues – FEHA/ADA

*Labor negotiation services are specifically excluded from this Agreement and shall continue to be provided to the City under a separate legal service agreement.

Litigation Defense, including but not limited to:

- Tort claims
- Land use and planning matters
- Construction Law/public works/prevailing wage matters
- Public nuisance actions
- Eminent domain and inverse condemnation actions

Real Property and Land Use, including but not limited to:

- Drafting and negotiating development agreements
- Compliance with the California Environmental Quality Act, Subdivision Map Act, and Planning and Zoning Laws Reviewing and processing development applications and entitlements
- Handling other land uses including property acquisitions, disposal, public improvements, easements, and dedications
- Wireless telecommunication land use regulatory issues
- Real estate transactions/commercial document preparation

AUTHORIZED PERSONNEL:

All of Burke's services shall be provided by Denise Bazzano, or any other Burke attorney as specifically authorized in writing by the City Attorney.

TIME OF PERFORMANCE:

This Agreement shall take effect on July 1, 2021 and terminate on June 30, 2024, unless extended pursuant to Section 2.1, or unless terminated earlier pursuant to Section 6.

EXHIBIT B

Compensation

Rates

Time will be billed in minimum increments of one-tenth (.1) of an hour. The time charged will include the time Burke spends on telephone calls relating to City's matter(s), including calls with City, witnesses, opposing counsel, or court personnel. The legal personnel assigned to City's matter(s) may confer among themselves about the matter(s), as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting, court hearing, or other proceeding, each will charge for the time spent. Burke will charge for time spent waiting in court and elsewhere and for both local and out-of-town travel time.

Hourly rates for Burke employees shall be as follows through June 30, 2023 for special counsel legal services (non-cost recovery work and cost recovery work) at the following rates:

- Partners \$340
- Associate Attorneys \$285
- Law Clerks \$145
- Paralegals \$135

Adjustment

Effective each July 1st after June 30, 2023, the foregoing base rates shall be increased based on the U.S. Department of Labor Bureau of Labor Statistics San Francisco-Oakland-Hayward CA Consumer Price Index-All Urban Consumers ("CPI-U"), using the CPI-U for each prior June as the base and the value to escalate the hourly rates in the ratio of the most recent June CPI-U value, rounded up to the nearest \$5 increment.

The U.S. Dept. of Labor Bureau of Labor Statistics (BLS) website will be the source of the data utilized (if the URL is changed, the parties shall agree on the replacement web page to be as close as reasonably possible to the page detailed herein):

<https://data.bls.gov/timeseries/CWURS49BSA0>

Costs and Other Charges

Burke will incur various costs and expenses in performing legal services under this Agreement. City agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. City will reimburse Burke for the following expenses:

- (a) Necessary travel and subsistence expenses, in connection with the performance of Burke's services pursuant to this Agreement;
- (b) Such printing and copying expenses, long distance telephone calls, telegrams and similar costs relating to legal services and generally chargeable to a City; provided, however, such expenses shall not include normal office operating expenses. In lieu of itemizing such chargeable expenses, Burke will add an administrative charge of 4 percent (4%) to monthly billings; and

- (c) Extraordinary expenses, such as express mail, courier services, major photocopying, conference calls, etc.
- (d) At its discretion, unless otherwise stated, Burke will employ technology to facilitate electronic discovery. This may include scanning of paper documents, culling of documents, converting electronically stored information into a format suitable for review, the usage of electronic review software, etc. Applicable associated costs, including electronic storage and transfer costs, will be billed to City.

**CITY OF TRACY
LEGAL SERVICES AGREEMENT WITH DOWNEY BRAND LLP
FOR SPECIAL COUNSEL LEGAL SERVICES FOR WATER, WASTEWATER, RECYCLED WATER
AND STORM WATER**

This Legal Services Agreement (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and Downey Brand, a California Limited Liability Partnership (**Downey Brand**). City and Downey Brand are referred to individually as "Party" and collectively as "Parties."

Recitals

- A.** On April 1, 2021, City issued a Request for Proposals, Special Counsel Legal Services for the City Attorney's Office; and
- B.** Downey Brand submitted its proposal to City to provide special counsel legal services to the City Attorney's Office; and
- C.** City has determined that Downey Brand possesses the skills, experience and certification required to provide the services; and
- D.** After negotiations between City and Downey Brand, the Parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.
- E.** This Agreement is being executed pursuant to Resolution No. _____ approved by Tracy City Council on July 20, 2021.

Now therefore, the Parties mutually agree as follows:

1. Scope of Work. Downey Brand shall perform the services as described in Exhibit "A" attached and incorporated by reference. The services shall be performed by, or under the direct supervision of Melissa A. Thorme ("Authorized Representative"). Downey Brand shall not replace its Authorized Representative, nor shall Downey Brand use or replace any subcontractor, without City's prior written consent. A failure to obtain City's prior written consent for any change or replacement in personnel or subcontractor may result in the termination of this Agreement.

1.1 Non-Exclusive Agreement. The City reserves the right to contract with other attorneys or law firms providing the same or similar scope of services described above during the term of this Agreement. The City further reserves the right to, assign work, at its sole discretion, to other attorneys or law firms other than Downey Brand based on City's budget, experience, and/or areas of expertise based on the City's specific needs.

2. Time of Performance. Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Downey Brand shall begin performance, and shall complete all required services no later than any dates set forth in Exhibit "A." Any services for which times for performance are not specified in this Agreement shall be started and completed by Downey Brand in a reasonably prompt and timely manner based upon the circumstances and direction communicated to Downey Brand. Downey Brand shall submit all requests for time extensions to City in writing no later than ten (10) days after the start of the condition that purportedly caused the delay, and not later than the date on which performance is due. City shall grant or deny such requests at its sole discretion.

2.1 Term. The term of this Agreement begins on March 1, 2021 and ends on June 30, 2024, unless terminated earlier in accordance with Section 6. In addition to the foregoing, this Agreement may be extended for two (2) additional one (1) year periods by the City Attorney following a determination that Downey Brand has satisfactorily met all the requirements of this Agreement.

3. Compensation. City shall pay Downey Brand on a time and expense basis, at the billing rates and terms set forth in Exhibit "B," attached and incorporated by reference for services performed under this Agreement.

3.1 Not to Exceed Amount. Downey Brand's total compensation under this Agreement shall not exceed \$125,000. Downey Brand's billing rates shall cover all costs and expenses for Consultant's performance of this Agreement. No work shall be performed by Downey Brand in excess of the total compensation amount provided in this section without the City's prior written approval.

3.2 Invoices. Downey Brand shall submit monthly invoices to City that describe the services performed (including whether such services are Cost Recovery Work or General Services Work, including times, dates, and names of persons performing the services).

3.2.1 If Downey Brand is providing services in response to a development application, a separate invoice must be issued for each application and each invoice shall contain City's designated development application number.

3.2.2 Downey Brand's failure to submit an invoice in accordance with these requirements may result in City rejecting said invoice and thereby delaying payment to Downey Brand.

3.3 Payment. Within 30 days after City's receipt of each invoice, City shall make payment to Downey Brand based upon the services described on the invoice and approved by City.

4. Indemnification. Downey Brand shall, to the fullest extent permitted by law, indemnify the City against claims arising out of Downey Brand's faulty performance or failure to comply with obligations under this Agreement, except to the extent caused by negligence or willful misconduct of the City.

In this section, "City" means City, its officials, officers, agents, employees and volunteers; "Downey Brand" means Downey Brand, its employees, agents and subcontractors; "Claims" includes claims, demands, actions, losses, damages, injuries, and liability directly and reasonably related to Downey Brand's work for the City; and "Arising out of" includes "pertaining to" and "relating to".

The provisions of this section survive completion of the services or the termination of this Agreement. In no event shall the damages claimed under this provision exceed the lesser of \$250,000 or the amount of fees collected by Downey Brand for the services performed under this Agreement.

5. Insurance. Downey Brand shall, throughout the duration of this Agreement, maintain insurance to cover Downey Brand, its agents, representatives, and employees in connection with the performance of services under this Agreement, at the minimum levels set forth herein.

5.1 Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than \$4,000,000 general aggregate and \$2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

5.2 Automobile Liability (with coverage at least as broad as ISO form CA 00 01 07 97, for "any auto") "claims made" coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

5.3 Workers' Compensation coverage shall be maintained as required by the State of California.

5.4 Professional Liability “claims made” coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Downey Brand in an amount not less than \$1,000,000 per claim.

5.5 Endorsements. Downey Brand shall obtain an endorsement to the Commercial General Liability and Automobile Liability policies naming the City (including its elected officials, officers, employees, agents, and volunteers) as an Additional Insured under the policies.

5.6 Notice of Cancellation. Downey Brand shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Downey Brand shall immediately obtain a replacement policy.

5.7 Authorized Insurers. All insurance companies providing coverage to Downey Brand shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

5.8 Insurance Certificate. Downey Brand shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City, before the City signs this Agreement.

5.9 Substitute Certificates. Downey Brand shall provide a substitute certificate of insurance no later than 30 days after the policy expiration date of any insurance policy required by this Agreement.

5.10 Downey Brand's Obligation. Maintenance of insurance by Downey Brand as specified in this Agreement shall in no way be interpreted as relieving Downey Brand of any responsibility whatsoever (including indemnity obligations under this Agreement), and Downey Brand may carry, at its own expense, such additional insurance as it deems necessary. Failure to provide or maintain any insurance policies or endorsements required herein may result in the City terminating this Agreement.

6. Termination. City may terminate this Agreement by giving ten (10) days' written notice to Downey Brand. Upon termination, Downey Brand shall give City all original documents, including preliminary drafts and supporting documents, prepared by Downey Brand for this Agreement. City shall pay Downey Brand for all services satisfactorily performed in accordance with this Agreement, up to the date notice is given.

7. Dispute Resolution. Any dispute regarding fees, costs, or charges between City and Downey Brand that cannot be settled after engaging in good faith negotiations, shall be City and Downey Brand agree to resolve the dispute through arbitration in accordance in accordance with California Business and Professions Codes Sections 6200-6206

8. Ownership of Work; Preservation and Destruction of Records. All original documents prepared by Downey Brand for this Agreement, whether complete or in progress, are the property of City, and shall be given to City upon request at the completion of Downey Brand's services, or upon demand from City. No such documents shall be revealed or made available by Downey Brand to any third party without City's prior written consent. Upon completion of Downey Brand's services, Downey

Brand shall retain all original documents received from City in the course of Downey Brand's services for a period of at least two (2) years, unless Downey Brand receives written authorization from City to return or dispose of such documents. Any disposal of such documents by Downey Brand shall be undertaken in a manner that prevents the accidental disclosure of any confidential information that may be contained in such documents.

9. Independent Contractor Status. Downey Brand is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Downey Brand is not City's employee and Downey Brand shall have no authority, express or implied, to act on behalf of City as an agent, or to bind City to any obligation, unless City provides prior written authorization. Downey Brand is free to work for other entities while under contract with the City. Downey Brand, and its agents or employees, are not entitled to City benefits.

10. Conflicts of Interest. Downey Brand (including its employees and agents) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement without a waiver of such conflicts by the City. If Downey Brand maintains or acquires such a conflicting interest, the City may terminate any contract (including this Agreement) involving Downey Brand's conflicting interest.

10.1 Waiver Concerning Internal Downey Brand LLP Attorney-Client Privilege. Downey Brand lawyers may need to consult, at its own expense, with its own counsel (for example, General Counsel, other firm lawyers who do not perform work for the City, or outside counsel) regarding our engagement with the City. To the extent that Downey Brand is addressing its own rights and responsibilities, a conflict of interest could be considered to exist between Downey Brand and the City as to any such consultation or resulting communications, particularly if a dispute were to arise between Downey Brand and the City regarding any matter undertaken under the Agreement.

By signing this Agreement, and as a condition of this engagement, the City consents to such consultation occurring and waives any claim of conflict of interest based on such consultation or resulting communications that could otherwise disqualify Downey Brand from continuing to represent the City or from acting in our own behalf, even if such consultation or communications might be deemed adverse to the interests of the City. By signing this Agreement, the City so consents and waives any such claims of conflict. By signing this Agreement, the City further acknowledges and agrees that any such consulting and communications are protected from disclosure to the City, by Downey Brand's own attorney-client privilege.

11. Rebates, Kickbacks, or Other Unlawful Consideration. Downey Brand warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any City official or employee. For breach of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price, or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

12. Notices. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered, mailed, or emailed to the other party to the addresses listed below. Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated below, (2) three working days after the deposit in the United States Mail of registered or certified mail, sent to the address designated below, or (3) upon sending an email if no indication of non-delivery is received.

To City:
Kuldeep Sharma
Utilities Department
3900 Holly Drive
Tracy, CA 95304
kuldeep.sharma@cityoftracy.org

With a copy to:
City Attorney's Office
333 Civic Center Plaza
Tracy, CA 95376
attorney@cityoftracy.org

To Downey Brand:
Melissa A. Thorme
Downey Brand LLP
621 Capitol Mall, 18th Floor
Sacramento, CA 95814
mthorme@downeybrand.com
with an electronic copy to:
cgermain@downeybrand.com

13. Miscellaneous.

13.1 Standard of Care. Unless otherwise specified in this Agreement, the standard of care applicable to Downey Brand's services will be the degree of skill and diligence ordinarily used by reputable professionals performing in the same or similar time and locality, and under the same or similar circumstances.

13.2 Amendments. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.

13.3 Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

13.4 Assignment and Delegation. Downey Brand may not assign, transfer or delegate this Agreement or any portion of it without City's written consent. Any attempt to do so will be void. City's consent to one assignment shall not be deemed to be a consent to any subsequent assignment.

13.5 Jurisdiction and Venue. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

13.6 Compliance with the Law. Downey Brand shall comply with all applicable local, state, and federal laws, whether or not those laws are expressly stated in this Agreement, including without limitation laws requiring the payment of minimum or prevailing wages and laws prohibiting discrimination in hiring and employment.

13.7 Business Entity Status. Downey Brand is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Downey Brand. By entering into this Agreement, Downey Brand represents that it is not a suspended corporation. If Downey Brand is a suspended corporation at the time it enters this Agreement, City may take steps to have this Agreement declared voidable.

13.8 Business License. Before City signs this Agreement, Downey Brand shall obtain a City of Tracy Business License. Downey Brand shall maintain an active City of Tracy Business License during the term of this Agreement.

13.9 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

13.10 Construction of Agreement. Each Party hereto has had an equivalent opportunity to participate in the drafting of this Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting Party shall not apply hereto.

13.11 Severability. If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

13.12 Controlling Provisions. In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Downey Brand's proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Downey Brand's proposal (if any), the Exhibits shall control.

13.13 Entire Agreement. This Agreement and the attached Exhibits comprise the entire integrated understanding between the Parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations or agreements. All exhibits attached hereto are incorporated by reference herein.

14. Signatures. The individuals executing this Agreement on behalf of Downey Brand represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of Downey Brand.

The Parties agree to the full performance of the terms set forth here.

City of Tracy

By: Nancy Young

Title: Mayor

Date: _____

Attest:

Adrienne Richardson, City Clerk

Approved as to form:

Leticia Ramirez, City Attorney

Downey Brand

Downey Brand LLP, a California Limited Liability Partnership.



By: Melissa A. Thorme

Title: Partner

Date: July 9, 2021

Federal Employer Tax ID No. 94-0438033

Exhibits:

- A Scope of Work, Personnel & Time of Performance
(See Agreement sections 1 and 2.)
- B Compensation (See Agreement section 3.)

EXHIBIT A

Scope of Work, Personnel & Time of Performance

DOWNEY BRAND SHALL PROVIDE THE FOLLOWING SERVICES:

Water Resources: Downey Brand will provide services to the City in the specialized area of water resources as the City requests such services in response to others' actions or City initiated projects. Such legal services may be in the areas of Federal Reclamation Law; water rights; conservation and drought actions; compliance with SB 610 and 221 (Water for Development) and Water Code section 1211; local water supply agreements and transactions; groundwater recharge, supply, and augmentation; water banking; water wheeling; and other related actions.

Water Quality and Permitting: Downey Brand will provide requested legal services related to wastewater and storm water treatment, water recycling, and NPDES permitting. Downey can also assist in enforcement action negotiation, settlement, or litigation for both regulatory agency and third party (citizen suit) enforcement. Downey can assist the City with commenting on State Water Resources Control Board and Central Valley Regional Water Quality Control Board Water Quality Control Plan amendments and policies, or assisting with suggesting new policies or regulations.

CEOA and Land Use: Downey Brand will provide counsel to the City in connection with environmental review of City projects, as well as projects for which third parties seek City approval. This would include advice on compliance with the California Environmental Quality Act (CEQA), as well as other issues that may arise during the environmental review process, such as laws governing endangered species, greenhouse gas emissions, and renewable energy.

Downey Brand will not begin work on any project without a request from the City and a written confirmation from Downey. Downey Brand will represent the City in the type of matters listed above as they arise, on an "as-requested" basis by the City, and subject to confirmation by Downey Brand, depending upon such considerations as conflicts checks, caseload and workflow situations. This Agreement is designed to expedite Downey Brand's future relationships with the City, but it does not create an attorney-client relationship absent an actual request, and acceptance by Downey Brand, for representation on a particular matter.

AUTHORIZED PERSONNEL:

All of Downey Brand's services shall be provided by Melissa A. Thorne, or any other Downey Brand attorney as specifically authorized in writing by the City.

TIME OF PERFORMANCE:

This Agreement shall take effect on March 1, 2021 and terminate on June 30, 2024, unless extended pursuant to Section 2.1, or unless terminated earlier pursuant to Section 6.

EXHIBIT B

A. Compensation

Downey Brand shall be compensated for its services at the following hourly rates for 2021:

- Melissa Thorne, Partner: \$ 415/per hour
- Scott Shapiro, Partner: \$ 470/per hour
- Patrick Veasy, Senior Associate: \$ 350/per hour

Hourly rates include all administrative and overhead costs, including word processing, telephone charges, internal faxing, and most photocopying (except large jobs exceeding 150 pages). Fees are based on the amount of time spent on each matter, billed in 6-minute increments (tenths of one hour). Each attorney, legal assistant or other timekeeper assigned to any matter at the firm has an hourly billable rate based on experience and seniority. Billing rates are adjusted annually by no more than \$10 hour. The billing rates of the Partner and Senior Associate initially assigned to this matter are set forth above. Additional Partners, Associates, paralegals, and document clerks, if needed, will be billed at their normal municipal rates.

Expenses such as filing fees, legal research, large or outside photocopying, outside printing, and postage (including overnight express mail and delivery, UPS, and FedEx) are charged at actual cost. We also charge for actual and reasonable travel, including mileage, parking, and lodging, but only for trips or travel previously authorized.

B. Billing Statements and Payment

Downey Brand will bill the City on a monthly basis for our services. Billing statements are payable promptly upon receipt. Payment is required within thirty (30) days following the invoice date. The duty to timely pay our billing statements is solely the City's and is not contingent upon, nor shall payment due date be extended or otherwise affected by, any judgment or settlement; any right the City may have for reimbursement, indemnification or insurance; or the City's receipt of any other form of payment the City may claim or expect to receive from any other party.

Each statement is fully due and payable upon receipt, but in no event later than thirty (30) days of its issuance date. Any statement not paid within thirty (30) days of its issuance date may accrue interest on the principal balance (fees, costs and disbursements) shown on the statement. Interest will be calculated by multiplying the unpaid balance by the periodic rate of .8333% per month (ten percent (10%) annual percentage rate). The unpaid balance will bear interest until paid. Downey Brand's failure to charge City interest on any particular statement will not constitute a waiver of the right to do so on future bills.

If the City has any question, concern, or disagreement regarding any bill, the City should notify Downey Brand promptly, and must nevertheless promptly pay any portion of the bill that is not the subject of City's question, concern or disagreement.

Downey Brand's policy is to discontinue work on pending matters for a client who has not paid a statement in full (or in full having deducted for any question, concern or disagreement, as set forth above) within seventy-five (75) days of the billing statement's issuance, to the extent consistent with our obligations under the applicable rules of professional conduct. In addition, and notwithstanding the

previous sentence, Downey Brand reserves the right to withdraw from City representation and immediately cease performing all services if Downey Brand does not receive full payment of amounts owed within thirty (30) days of issuance of any billing statement.

Billing statements are confidential communications to the City that, either individually or taken together, are reasonably apt to reveal the nature, strategy and status of Downey Brand's representation of City, including information regarding legal opinions formed or advice given to the City in the course of our attorney-client relationship. Downey Brand therefore considers billing statement to be confidential attorney-client communications, subject to the attorney client privilege, that may also contain attorney work product. The City agrees that billing statements reflect attorney-client communications, subject to the attorney client privilege, that may also contain attorney work product, and signifies that understanding and agreement by executing this Agreement.

**CITY OF TRACY
LEGAL SERVICES AGREEMENT
WITH THE LAW OFFICE OF DANIEL P. DOPORTO**

This Legal Services Agreement (Agreement) is entered into between the City of Tracy, a municipal corporation (City), and the Law Office of Daniel P. Doporto, a professional corporation (Attorney). City and Attorney are referred to individually as "Party" and collectively as "Parties."

Recitals

- A. On April 1, 2021, City issued a Request for Proposals, Special Counsel Legal Services for the City Attorney's Office; and
- B. On April 26, 2021, Attorney submitted its proposal to City to provide special counsel legal services to the City Attorney's Office; and
- C. City has determined that Attorney possesses the skills, experience and certification required to provide the services; and
- D. After negotiations between City and Attorney, the Parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.
- E. This Agreement is being executed pursuant to Resolution No. _____ approved by Tracy City Council on July 20, 2021.

Now therefore, the Parties mutually agree as follows:

1. Scope of Work. Attorney shall perform the services described in Exhibit "A" attached and incorporated by reference. The services shall be performed by, or under the direct supervision of, Daniel P. Doporto ("Authorized Representative"). Attorney shall not replace its Authorized Representative, nor shall Attorney use or replace any subcontractor o, without City's prior written consent. A failure to obtain City's prior written consent for any change or replacement in personnel or subcontractor may result in the termination of this Agreement.

1.1 Non-Exclusive Agreement. The City reserves the right to contract with other attorneys or law firms providing the same or similar scope of services described above during the term of this Agreement. The City further reserves the right to, assign work, at its sole discretion, to attorneys or law firms other than Attorney based on City's budget, experience, and/or areas of expertise of attorneys or law firms based on the City's specific needs.

2. Time of Performance. Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Attorney shall begin performance, and shall complete all required services no later than the dates set forth in Exhibit "A." Any services for which times for performance are not specified in this Agreement shall be started and completed by Attorney in a reasonably prompt and timely manner based upon the circumstances and direction communicated to Attorney. Attorney shall submit all requests for time extensions to City in writing no later than ten days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. City shall grant or deny such requests at its sole discretion.

2.1 Term. The term of this Agreement begins on July 1, 2021 and ends on June 30, 2024, unless terminated earlier in accordance with Section 6. In addition to the foregoing, this Agreement may be extended for two (2) additional one (1) year periods by the City Attorney following a determination that Attorney has satisfactorily met all the requirements of this Agreement.

3. Compensation. Attorney's services under this Agreement are of two (2) types:

(i) work determined by the City Attorney's Office to be subject to a "Cost Recovery Agreement" whereby a third party is responsible for reimbursing the City for the cost of Attorney's services, which is referred to herein as "Cost Recovery Work"; and (ii) all other work, which is referred to herein as "Special Counsel Legal Services." City shall pay Attorney on a time and expense basis, at the billing rates set forth in Exhibit "B," attached and incorporated by reference for all work performed under this Agreement.

3.1 Not to Exceed Amount.

3.1.1 For Cost Recovery Work	No limit
3.1.2 For Special Counsel Legal Services	\$100,000.00

No work shall be performed by Attorney in excess of the "not to exceed" amount provided in this section without City's prior written approval. Attorney's billing rates shall cover all costs and expenses for Attorney's performance of this Agreement unless otherwise specified in Exhibit "B".

3.2 Invoices. Attorney shall submit monthly invoices to City that describe the services performed (including whether such services are Cost Recovery Work or Special Counsel Legal Services, including times, dates, and names of persons performing the services).

3.2.1 If Attorney is providing services in response to a development application, a separate invoice must be issued for each application and each invoice shall contain City's designated development application number.

3.2.2 Attorney's failure to submit an invoice in accordance with these requirements may result in City rejecting said invoice and thereby delaying payment to Attorney.

3.3 Payment. Within 30 days after City's receipt of each invoice, City shall make payment to Attorney based upon the services described on the invoice and approved by City.

4. Indemnification. Attorney shall, to the fullest extent permitted by law, indemnify and defend (with independent counsel approved by City) City, and hold City harmless from and against, any claims arising out of Attorney's performance or failure to comply with obligations under this Agreement, except to the extent caused by the sole, active negligence or willful misconduct of City.

In this section, "City" means City, its officials, officers, agents, employees and volunteers; "Attorney" means Attorney, its employees, agents and subcontractors; "Claims" includes claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses), and any allegations of these; and "Arising out of" includes "pertaining to" and "relating to".

The provisions of this section survive completion of the services or the termination of this Agreement and are not limited by the provisions of Section 5 relating to insurance.

5. Insurance. Attorney shall, throughout the duration of this Agreement, maintain insurance to cover Attorney, its agents, representatives, and employees in connection with the performance of services under this Agreement, at the minimum levels set forth herein.

5.1 Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than \$4,000,000 general aggregate and \$2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

5.2 Automobile Liability (with coverage at least as broad as ISO form CA 00 01 07 97, for "any auto") "claims made" coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

5.3 Workers' Compensation coverage shall be maintained as required by the State of California.

5.4 Professional Liability "claims made" coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Attorney in an amount not less than \$1,000,000 per claim.

5.5 Endorsements. Attorney shall obtain an endorsement to the Commercial General Liability and Automobile Liability policies naming the City (including its elected officials, officers, employees, agents, and volunteers) as an Additional Insured under the policies.

5.6 Notice of Cancellation. Attorney shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Attorney shall immediately obtain a replacement policy.

5.7 Authorized Insurers. All insurance companies providing coverage to Attorney shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

5.8 Insurance Certificate. Attorney shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City, before the City signs this Agreement.

5.9 Substitute Certificates. Attorney shall provide a substitute certificate of insurance no later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement.

5.10 Attorney's Obligation. Maintenance of insurance by Attorney as specified in this Agreement shall in no way be interpreted as relieving Attorney of any responsibility whatsoever (including indemnity obligations under this Agreement), and Attorney may carry, at its own expense, such additional insurance as it deems necessary. Failure to provide or maintain any insurance policies or endorsements required herein may result in the City terminating this Agreement.

6. Termination. City may terminate this Agreement by giving ten days' written notice to Attorney. Upon termination, Attorney shall give City all original documents, including preliminary drafts and supporting documents, prepared by Attorney for this Agreement. City shall pay Attorney for all services satisfactorily performed in accordance with this Agreement, up to the date notice is given.

7. **Dispute Resolution.** Any dispute regarding fees, costs, or charges between City and Attorney that cannot be settled after engaging in good faith negotiations, shall be City and Attorney agree to resolve the dispute through arbitration in accordance in accordance with California Business and Professions Codes Sections 6200-6206

8. **Ownership of Work; Preservation and Destruction of Records.** All original documents prepared by Attorney for this Agreement, whether complete or in progress, are the property of City, and shall be given to City at the completion of Attorney's services, or upon demand from City. No such documents shall be revealed or made available by Attorney to any third party without City's prior written consent. Upon completion of Attorney's services, Attorney shall retain all original documents received from City in the course of Attorney's services for a period of at least two (2) years, unless Attorney receives written authorization from City to return or dispose of such documents. Any disposal of such documents by Attorney shall be undertaken in a manner that prevents the accidental disclosure of any confidential information that may be contained in such documents.

9. **Independent Contractor Status.** Attorney is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Attorney is not City's employee and Attorney shall have no authority, express or implied, to act on behalf of City as an agent, or to bind City to any obligation, unless City provides prior written authorization. Attorney is free to work for other entities while under contract with the City. Attorney, and its agents or employees, are not entitled to City benefits.

10. **Conflicts of Interest.** Attorney (including its employees and agents) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Attorney maintains or acquires such a conflicting interest, the City may terminate any contract (including this Agreement) involving Attorney's conflicting interest.

11. **Rebates, Kickbacks, or Other Unlawful Consideration.** Attorney warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any City official or employee. For breach of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price, or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

12. **Notices.** All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party to the addresses listed below. Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated below, or (2) three working days after the deposit in the United States Mail of registered or certified mail, sent to the address designated below.

To City:

City Attorney
333 Civic Center Plaza
Tracy, CA 95376
attorney@cityoftracy.org

To Attorney:

The Law Office of Daniel P. Doporto
3478 Buskirk Avenue, Suite 1000
Pleasant Hill, CA 94523
ddporto@doportolaw.com

13. Miscellaneous.

13.1 Standard of Care. Unless otherwise specified in this Agreement, the standard of care applicable to Attorney's services will be the degree of skill and diligence ordinarily used by reputable professionals performing in the same or similar time and locality, and under the same or similar circumstances.

13.2 Amendments. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.

13.3 Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

13.4 Assignment and Delegation. Attorney may not assign, transfer or delegate this Agreement or any portion of it without City's written consent. Any attempt to do so will be void. City's consent to one assignment shall not be deemed to be a consent to any subsequent assignment.

13.5 Jurisdiction and Venue. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

13.6 Compliance with the Law. Attorney shall comply with all applicable local, state, and federal laws, whether or not those laws are expressly stated in this Agreement, including without limitation laws requiring the payment of minimum or prevailing wages and laws prohibiting discrimination in hiring and employment.

13.7 Business Entity Status. Attorney is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Attorney. By entering into this Agreement, Attorney represents that it is not a suspended corporation. If Attorney is a suspended corporation at the time it enters this Agreement, City may take steps to have this Agreement declared voidable.

13.8 Business License. Before City signs this Agreement, Attorney shall obtain a City of Tracy Business License. Attorney shall maintain an active City of Tracy Business License during the term of this Agreement.

13.9 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

13.10 Construction of Agreement. Each Party hereto has had an equivalent opportunity to participate in the drafting of this Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting Party shall not apply hereto.

13.11 Severability. If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

13.12 Controlling Provisions. In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Attorney's proposal (if any), the Agreement shall control.

In the case of any conflict between the Exhibits hereto and the Attorney's proposal (if any), the Exhibits shall control.

13.13 Entire Agreement. This Agreement and the attached Exhibits comprise the entire integrated understanding between the Parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations or agreements. All exhibits attached hereto are incorporated by reference herein.

14. Signatures. The individuals executing this Agreement on behalf of Attorney represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of Attorney.

[SIGNATURES ON FOLLOWING PAGE]

The Parties agree to the full performance of the terms set forth here.

City of Tracy

By: Nancy Young, Mayor
Title: Mayor
Date: _____

Attest:

Adrienne Richardson, City Clerk

Approved as to form:

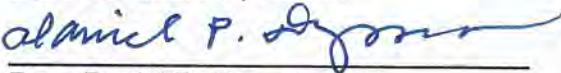
Leticia Ramirez, City Attorney

Exhibits:

- A Scope of Work, Personnel & Time of Performance
(See Agreement sections 1 and 2.)
- B Compensation (See Agreement section 3.)

Attorney

The Law Office of Daniel P. Doporto,
a professional corporation.



By: Daniel P. Doporto
Title: President
Date: July 9, 2021

Federal Employer Tax ID No. 82-5258590

EXHIBIT A

Scope of Work, Personnel & Time of Performance

ATTORNEY SHALL PROVIDE THE FOLLOWING SERVICES:

Attorney shall provide such legal services as are requested from time to time by the City Attorney's Office.

AUTHORIZED PERSONNEL:

All of Attorney's services shall be provided by Daniel P. Doporto, except as specifically authorized in writing by the City Attorney.

TIME OF PERFORMANCE:

This Agreement shall take effect on July 1, 2021 and terminate on June 30, 2024, unless extended pursuant to Section 2.1, or unless terminated earlier pursuant to Section 6.

EXHIBIT B

Compensation

ATTORNEY SHALL BE COMPENSATED FOR ITS SERVICES AT THE FOLLOWING RATES:

Cost Recovery Work: \$395.00 per hour

Special Counsel Legal Services: \$295.00 per hour

CITY OF TRACY
LEGAL SERVICES AGREEMENT WITH PRICE, POSTEL & PARMA LLP
FOR SPECIAL COUNSEL LEGAL SERVICES

This Legal Services Agreement (Agreement) is entered into between the City of Tracy, a municipal corporation (City), and Price, Postel, & Parma LLP, a California limited liability partnership (Price). City and Price are referred to individually as "Party" and collectively as "Parties."

Recitals

- A.** On April 1, 2021, City issued a Request for Proposals, Special Counsel Legal Services for the City Attorney's Office; and
- B.** Price submitted its proposal to City to provide special counsel legal services to the City Attorney's Office; and
- C.** City has determined that Price possesses the skills, experience and certification required to provide the services; and
- D.** After negotiations between City and Price, the Parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.
- E.** This Agreement is being executed pursuant to Resolution No. ____ approved by Tracy City Council on July 20, 2021.

Now therefore, the Parties mutually agree as follows:

1. Scope of Work. Price shall perform the services described in Exhibit "A" attached and incorporated by reference. The services shall be performed by, or under the direct supervision of Todd Amspoker ("Authorized Representative"). Price shall not replace its Authorized Representative, nor shall Price use or replace any subcontractor, without City's prior written consent. A failure to obtain City's prior written consent for any change or replacement in personnel or subcontractor may result in the termination of this Agreement.

1.1 Non-Exclusive Agreement. The City reserves the right to contract with other attorneys or law firms providing the same or similar scope of services described above during the term of this Agreement. The City further reserves the right to, assign work, at its sole discretion, to other attorneys or law firms other than Price based on City's budget, experience, and/or areas of expertise based on the City's specific needs.

2. Time of Performance. Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Price shall begin performance, and shall complete all required services no later than the dates set forth in Exhibit "A." Any services for which times for performance are not specified in this Agreement shall be started and completed by Price in a reasonably prompt and timely manner based upon the circumstances and direction communicated to Price. Price shall submit all requests for time extensions to City in writing no later than ten days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. City shall grant or deny such requests at its sole discretion.

2.1 Term. The term of this Agreement begins on June 1, 2021 and ends on June 30, 2024, unless terminated earlier in accordance with Section 6. In addition to the foregoing, this Agreement may be extended for two (2) additional one (1) year periods by the City Attorney following a determination that Price has satisfactorily met all the requirements of this Agreement.

3. Compensation. City shall Price on a time and expense basis, at the billing rates and terms set forth in Exhibit "B," attached and incorporated by reference for services performed under this Agreement.

3.1 Not to Exceed Amount. Price's total compensation under this Agreement shall not exceed \$125,000. Price's billing rates shall cover all costs and expenses for services provided under this Agreement. Said billing rates will be subject to an annual adjustment, effective January 1, 2023 in accordance with the provisions of Exhibit "B". No work shall be performed by Price in excess of the total compensation amount provided in this section without the City's prior written approval.

3.2 Invoices. Price shall submit monthly invoices to City that describe the services performed (including whether such services are Cost Recovery Work or General Services Work, including times, dates, and names of persons performing the services).

3.2.1 If Price is providing services in response to a development application, a separate invoice must be issued for each application and each invoice shall contain City's designated development application number.

3.2.2 Price's failure to submit an invoice in accordance with these requirements may result in City rejecting said invoice and thereby delaying payment to Price.

3.3 Payment. Within 30 days after City's receipt of each invoice, City shall make payment to Price based upon the services described on the invoice and approved by City.

4. Indemnification. Price shall, to the fullest extent permitted by law, indemnify and defend (with independent counsel approved by City) City, and hold City harmless from and against, any claims arising out of Price's performance or failure to comply with obligations under this Agreement, except to the extent caused by the sole, active negligence or willful misconduct of City.

In this section, "City" means City, its officials, officers, agents, employees and volunteers; "Price" means Price, its employees, agents and subcontractors; "Claims" includes claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses), and any allegations of these; and "Arising out of" includes "pertaining to" and "relating to".

The provisions of this section survive completion of the services or the termination of this Agreement and are not limited by the provisions of Section 5 relating to insurance.

5. Insurance. Price shall, throughout the duration of this Agreement, maintain insurance to cover Price, its agents, representatives, and employees in connection with the performance of services under this Agreement, at the minimum levels set forth herein.

5.1 Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than \$4,000,000 general aggregate and \$2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

5.2 Automobile Liability (with coverage at least as broad as ISO form CA 00 01 07 97, for “any auto”) “claims made” coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

5.3 Workers’ Compensation coverage shall be maintained as required by the State of California.

5.4 Professional Liability “claims made” coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Price in an amount not less than \$1,000,000 per claim.

5.5 Endorsements. Price shall obtain an endorsement to the Commercial General Liability and Automobile Liability policies naming the City (including its elected officials, officers, employees, agents, and volunteers) as an Additional Insured under the policies.

5.6 Notice of Cancellation. Price shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Price shall immediately obtain a replacement policy.

5.7 Authorized Insurers. All insurance companies providing coverage to Price shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

5.8 Insurance Certificate. Price shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City, before the City signs this Agreement.

5.9 Substitute Certificates. Price shall provide a substitute certificate of insurance no later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement.

5.10 Price’s Obligation. Maintenance of insurance by Price as specified in this Agreement shall in no way be interpreted as relieving Price of any responsibility whatsoever (including indemnity obligations under this Agreement), and Price may carry, at its own expense, such additional insurance as it deems necessary. Failure to provide or maintain any insurance policies or endorsements required herein may result in the City terminating this Agreement.

6. Termination. City may terminate this Agreement by giving ten days’ written notice to Price. Upon termination, Price shall give City all original documents, including preliminary drafts and supporting documents, prepared by Price for this Agreement. City shall pay Price for all services satisfactorily performed in accordance with this Agreement, up to the date notice is given.

7. Dispute Resolution. Any dispute regarding fees, costs, or charges between City and Price that cannot be settled after engaging in good faith negotiations, shall be City and Price agree to resolve the dispute through arbitration in accordance in accordance with California Business and Professions Codes Sections 6200-6206

8. Ownership of Work; Preservation and Destruction of Records. All original documents prepared by Price for this Agreement, whether complete or in progress, are the property of City, and shall be given to City at the completion of Price’s services, or upon demand from City. No such documents shall be revealed or made available by Price to any third party without City’s prior written consent. Upon completion of Price’s services, Price shall retain all original documents received from

City in the course of Price's services for a period of at least two (2) years, unless Price receives written authorization from City to return or dispose of such documents. Any disposal of such documents by Price shall be undertaken in a manner that prevents the accidental disclosure of any confidential information that may be contained in such documents.

9. Independent Contractor Status. Price is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Price is not City's employee and Price shall have no authority, express or implied, to act on behalf of City as an agent, or to bind City to any obligation, unless City provides prior written authorization. Price is free to work for other entities while under contract with the City. Price, and its agents or employees, are not entitled to City benefits.

10. Conflicts of Interest. Price (including its employees and agents) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Price maintains or acquires such a conflicting interest, the City may terminate any contract (including this Agreement) involving Price's conflicting interest.

11. Rebates, Kickbacks, or Other Unlawful Consideration. Price warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any City official or employee. For breach of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price, or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

12. Notices. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party to the addresses listed below. Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the email address designated below, or (2) three working days after the deposit in the United States Mail of registered or certified mail, sent to the address designated below.

To City:

City Attorney
333 Civic Center Plaza
Tracy, CA 95376
attorney@cityoftracy.org

To Price:

Todd Amspoker
Price, Postel & Parma LLP
200 East Carrillo Street, Suite 400
Santa Barbara, CA 93101-2190
taa@ppplaw.com

13. Miscellaneous.

13.1 Standard of Care. Unless otherwise specified in this Agreement, the standard of care applicable to Price's services will be the degree of skill and diligence ordinarily used by reputable professionals performing in the same or similar time and locality, and under the same or similar circumstances.

13.2 Amendments. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.

13.3 Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

13.4 Assignment and Delegation. Price may not assign, transfer or delegate this Agreement or any portion of it without City's written consent. Any attempt to do so will be void. City's consent to one assignment shall not be deemed to be a consent to any subsequent assignment.

13.5 Jurisdiction and Venue. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

13.6 Compliance with the Law. Price shall comply with all applicable local, state, and federal laws, whether or not those laws are expressly stated in this Agreement, including without limitation laws requiring the payment of minimum or prevailing wages and laws prohibiting discrimination in hiring and employment.

13.7 Business Entity Status. Price is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Price. By entering into this Agreement, Price represents that it is not a suspended corporation. If Price is a suspended corporation at the time it enters this Agreement, City may take steps to have this Agreement declared voidable.

13.8 Business License. Before City signs this Agreement, Price shall obtain a City of Tracy Business License. Price shall maintain an active City of Tracy Business License during the term of this Agreement.

13.9 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

13.10 Construction of Agreement. Each Party hereto has had an equivalent opportunity to participate in the drafting of this Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting Party shall not apply hereto.

13.11 Severability. If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

13.12 Controlling Provisions. In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Price's proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Price's proposal (if any), the Exhibits shall control.

13.13 Entire Agreement. This Agreement and the attached Exhibits comprise the entire integrated understanding between the Parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations or agreements. All exhibits attached hereto are incorporated by reference herein.

14. Signatures. The individuals executing this Agreement on behalf of Price represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of Price.

[SIGNATURES ON FOLLOWING PAGE]

The Parties agree to the full performance of the terms set forth here.

City of Tracy

By: Nancy Young

Title: Mayor

Date: _____

Attest:

Adrianne Richardson, City Clerk

Approved as to form:

Exhibits:

- A Scope of Work, Personnel & Time of Performance
(See Agreement sections 1 and 2.)
- B Compensation (See Agreement section 3.)

Price

Price, Postel & Parma LLP, a California Limited Liability Partnership.



By: Todd A. Amspoker

Title: Partner

Date: July 14, 2021

Federal Employer Tax ID No.
95-1782877

EXHIBIT A

Scope of Work, Personnel & Time of Performance

Price shall provide special counsel legal services as requested from time to time by the City Attorney's Office in the following practice areas: Eminent domain, reverse condemnation and real estate acquisitions. Said services shall including litigation and transactional/advisory matters.

AUTHORIZED PERSONNEL:

All of Price's services shall be provided by Todd Amspoker, or any other Price attorney as specifically authorized in writing by the City Attorney.

TIME OF PERFORMANCE:

This Agreement shall take effect on June 1, 2021 and terminate on June 30, 2024, unless extended pursuant to Section 2.1, or unless terminated earlier pursuant to Section 6.

EXHIBIT B
Compensation

Price shall be compensated for special counsel legal services at the following hourly rates based on the personnel performing the services:

- Partners: \$360
- Of Counsel: \$360
- Associates: \$295
- Land Use Planner: \$200
- Paralegals: \$190

These rates shall be in effect until January 1, 2023. On January 1, 2023, and annually on January 1 of any succeeding year, these rates may be increased by no more than 5% per year.

The City will also be responsible for payment of all costs and expenses incurred on the City's behalf. This will include all costs disbursed by Price for the City's account, including, but not limited to, the following: process server, messenger and delivery fees, jury fees, witness fees, expert and consultant fees, deposition costs, court reporters, investigation expenses, certification fees, transcripts, travel expenses, all costs related to arbitration or mediation, fees fixed by law or assessed by courts or other agencies, and any other expenses Price may incur on the City's behalf.

CITY OF TRACY
LEGAL SERVICES AGREEMENT WITH MEYERS NAVE, A PROFESSIONAL LAW CORPORATION
FOR SPECIAL COUNSEL LEGAL SERVICES

This Legal Services Agreement (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and Meyers Nave, a Professional Law Corporation (**Meyers Nave**). City and Meyers Nave are referred to individually as "Party" and collectively as "Parties."

Recitals

- A.** On April 1, 2021, City issued a Request for Proposals, Special Counsel Legal Services for the City Attorney's Office; and
- B.** Meyers Nave submitted its proposal to City to provide special counsel legal services to the City Attorney's Office; and
- C.** City has determined that Meyers Nave possesses the skills, experience and certification required to provide the services; and
- D.** After negotiations between City and Meyers Nave, the Parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.
- E.** This Agreement is being executed pursuant to Resolution No. ____ approved by Tracy City Council on July 20, 2021.

Now therefore, the Parties mutually agree as follows:

1. Scope of Work. Meyers Nave shall perform the services described in Exhibit "A" attached and incorporated by reference. The services shall be performed by, or under the direct supervision of Jose M. Sanchez ("Authorized Representative"). Meyers Nave shall not replace its Authorized Representative, nor shall Meyers Nave use or replace any subcontractor, without City's prior written consent. A failure to obtain City's prior written consent for any change or replacement in personnel or subcontractor may result in the termination of this Agreement.

1.1 Non-Exclusive Agreement. The City reserves the right to contract with other attorneys or law firms providing the same or similar scope of services described above during the term of this Agreement. The City further reserves the right to, assign work, at its sole discretion, to other attorneys or law firms other than Meyers Nave based on City's budget, experience, and/or areas of expertise based on the City's specific needs.

2. Time of Performance. Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Meyers Nave shall begin performance, and shall complete all required services no later than the dates set forth in Exhibit "A." Any services for which times for performance are not specified in this Agreement shall be started and completed by Meyers Nave in a reasonably prompt and timely manner based upon the circumstances and direction communicated to Meyers Nave. Meyers Nave shall submit all requests for time extensions to City in writing no later than ten days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. City shall grant or deny such requests at its sole discretion.

2.1 Term. The term of this Agreement begins on July 1, 2021 and ends on June 30, 2024, unless terminated earlier in accordance with Section 6. In addition to the foregoing, this Agreement may be extended for two (2) additional one (1) year periods by the City Attorney following a determination that Meyers Nave has satisfactorily met all the requirements of this Agreement.

3. Compensation. City shall pay Meyers Nave on a time and expense basis, at the billing rates and terms set forth in Exhibit "B," attached and incorporated by reference for services performed under this Agreement.

3.1 Not to Exceed Amount. Meyers Nave's total compensation under this Agreement shall not exceed \$100,000. Meyers Nave's billing rates shall cover all costs and expenses for services provided under this Agreement. Said billing rates will be subject to an annual adjustment, effective July 1, 2022, in accordance with the provisions of Exhibit "B". No work shall be performed by Meyers Nave in excess of the total compensation amount provided in this section without the City's prior written approval.

3.2 Invoices. Meyers Nave shall submit monthly invoices to City that describe the services performed (including whether such services are Cost Recovery Work or General Services Work, including times, dates, and names of persons performing the services).

3.2.1 If Meyers Nave is providing services in response to a development application, a separate invoice must be issued for each application and each invoice shall contain City's designated development application number.

3.2.2 Meyers Nave's failure to submit an invoice in accordance with these requirements may result in City rejecting said invoice and thereby delaying payment to Meyers Nave.

3.3 Payment. Within 30 days after City's receipt of each invoice, City shall make payment to Meyers Nave based upon the services described on the invoice and approved by City.

4. Indemnification. Meyers Nave shall, to the fullest extent permitted by law, indemnify and defend (with independent counsel approved by City) City, and hold City harmless from and against, any claims arising out of Meyers Nave's active negligence or willful misconduct in its performance of this Agreement, except to the extent caused by the sole, active negligence or willful misconduct of City.

In this section, "City" means City, its officials, officers, agents, employees and volunteers; "Meyers Nave" means Meyers Nave, its employees, agents and subcontractors; "Claims" includes claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses), and any allegations of these; and "Arising out of" includes "pertaining to" and "relating to".

The provisions of this section survive completion of the services or the termination of this Agreement and are not limited by the provisions of Section 5 relating to insurance.

5. Insurance. Meyers Nave shall, throughout the duration of this Agreement, maintain insurance to cover Meyers Nave, its agents, representatives, and employees in connection with the performance of services under this Agreement, at the minimum levels set forth herein.

5.1 Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than \$4,000,000 general

aggregate and \$2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

5.2 Automobile Liability (with coverage at least as broad as ISO form CA 00 01 07 97, for “any auto”) “claims made” coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

5.3 Workers’ Compensation coverage shall be maintained as required by the State of California.

5.4 Professional Liability “claims made” coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Meyers Nave in an amount not less than \$1,000,000 per claim.

5.5 Endorsements. Meyers Nave shall obtain an endorsement to the Commercial General Liability and Automobile Liability policies naming the City (including its elected officials, officers, employees, agents, and volunteers) as an Additional Insured under the policies.

5.6 Notice of Cancellation. Meyers Nave shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Meyers Nave shall immediately obtain a replacement policy.

5.7 Authorized Insurers. All insurance companies providing coverage to Meyers Nave shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

5.8 Insurance Certificate. Meyers Nave shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City, before the City signs this Agreement.

5.9 Substitute Certificates. Meyers Nave shall provide a substitute certificate of insurance no later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement.

5.10 Meyers Nave’s Obligation. Maintenance of insurance by Meyers Nave as specified in this Agreement shall in no way be interpreted as relieving Meyers Nave of any responsibility whatsoever (including indemnity obligations under this Agreement), and Meyers Nave may carry, at its own expense, such additional insurance as it deems necessary. Failure to provide or maintain any insurance policies or endorsements required herein may result in the City terminating this Agreement.

6. Termination. City may terminate this Agreement by giving ten days’ written notice to Meyers Nave. Upon termination, Meyers Nave shall give City all original documents, including preliminary drafts and supporting documents, prepared by Meyers Nave for this Agreement. City shall pay Meyers Nave for all services satisfactorily performed in accordance with this Agreement, up to the date notice is given.

7. Dispute Resolution. Any dispute regarding fees, costs, or charges between City and Meyers Nave that cannot be settled after engaging in good faith negotiations, shall be City and Meyers Nave agree to resolve the dispute through arbitration in accordance in accordance with California Business and Professions Codes Sections 6200-6206

8. Ownership of Work; Preservation and Destruction of Records. All original documents prepared by Meyers Nave for this Agreement, whether complete or in progress, are the property of City, and shall be given to City at the completion of Meyers Nave's services, or upon demand from City. No such documents shall be revealed or made available by Meyers Nave to any third party without City's prior written consent. Upon completion of Meyers Nave's services, Meyers Nave shall retain all original documents received from City in the course of Meyers Nave's services for a period of at least two (2) years, unless Meyers Nave receives written authorization from City to return or dispose of such documents. Any disposal of such documents by Meyers Nave shall be undertaken in a manner that prevents the accidental disclosure of any confidential information that may be contained in such documents.

9. Independent Contractor Status. Meyers Nave is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Meyers Nave is not City's employee and Meyers Nave shall have no authority, express or implied, to act on behalf of City as an agent, or to bind City to any obligation, unless City provides prior written authorization. Meyers Nave is free to work for other entities while under contract with the City. Meyers Nave, and its agents or employees, are not entitled to City benefits.

10. Conflicts of Interest. Meyers Nave (including its employees and agents) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Meyers Nave maintains or acquires such a conflicting interest, the City may terminate any contract (including this Agreement) involving Meyers Nave's conflicting interest.

11. Rebates, Kickbacks, or Other Unlawful Consideration. Meyers Nave warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any City official or employee. For breach of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract Meyers Nave, or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

12. Notices. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party to the addresses listed below. Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the email address designated below, or (2) three working days after the deposit in the United States Mail of registered or certified mail, sent to the address designated below.

To City:
City Attorney
333 Civic Center Plaza
Tracy, CA 95376
attorney@cityoftracy.org

To Meyers Nave:
Jose M. Sanchez
1999 Harrison Street, 9th Floor
Oakland, CA 94612

13. Miscellaneous.

13.1 Standard of Care. Unless otherwise specified in this Agreement, the standard of care applicable to Meyers Nave's services will be the degree of skill and diligence ordinarily used by reputable professionals performing in the same or similar time and locality, and under the same or similar circumstances.

13.2 Amendments. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.

13.3 Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

13.4 Assignment and Delegation. Meyers Nave may not assign, transfer or delegate this Agreement or any portion of it without City's written consent. Any attempt to do so will be void. City's consent to one assignment shall not be deemed to be a consent to any subsequent assignment.

13.5 Jurisdiction and Venue. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

13.6 Compliance with the Law. Meyers Nave shall comply with all applicable local, state, and federal laws, whether or not those laws are expressly stated in this Agreement, including without limitation laws requiring the payment of minimum or prevailing wages and laws prohibiting discrimination in hiring and employment.

13.7 Business Entity Status. Meyers Nave is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Meyers Nave. By entering into this Agreement, Meyers Nave represents that it is not a suspended corporation. If Meyers Nave is a suspended corporation at the time it enters this Agreement, City may take steps to have this Agreement declared voidable.

13.8 Business License. Before City signs this Agreement, Meyers Nave shall obtain a City of Tracy Business License. Meyers Nave shall maintain an active City of Tracy Business License during the term of this Agreement.

13.9 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

13.10 Construction of Agreement. Each Party hereto has had an equivalent opportunity to participate in the drafting of this Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting Party shall not apply hereto.

13.11 Severability. If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

13.12 Controlling Provisions. In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Meyers Nave's proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Meyers Nave's proposal (if any), the Exhibits shall control.

13.13 Entire Agreement. This Agreement and the attached Exhibits comprise the entire integrated understanding between the Parties concerning the services to be performed. This

Agreement supersedes all prior negotiations, representations or agreements. All exhibits attached hereto are incorporated by reference herein.

14. Signatures. The individuals executing this Agreement on behalf of Meyers Nave represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of Meyers Nave.

[SIGNATURES ON FOLLOWING PAGE]

The Parties agree to the full performance of the terms set forth here.

City of Tracy

By: Nancy Young

Title: Mayor

Date: _____

Attest:

Adrienne Richardson, City Clerk

Approved as to form:

Leticia Ramirez, City Attorney

Meyers Nave

Meyers Nave, a Professional Law Corporation

By: Jose M. Sanchez

Title: Principal

Date: July 15, 2021

Federal Employer Tax ID No. ____

Exhibits:

- A Scope of Work, Personnel & Time of Performance
(See Agreement sections 1 and 2.)
- B Compensation and Statement of Fee and Billing Information (See Agreement section 3.)

EXHIBIT A

Scope of Work, Personnel & Time of Performance

Meyers Nave shall provide special counsel legal services as requested from time to time by the City Attorney's Office in the following practice areas:

General Municipal Law and Special Counsel Matters, Including but not limited to:

- Public nuisance abatement and code enforcement issues including related litigation
- Advising and preparing documents relating to elections, including but not limited to drafting of sales tax ballot measures
- Development and implementation of cannabis regulations, including but not limited to administrative appeals
- Compliance with the Public Contract Code including preparation of bid packages, design-build regulations, and bid protest hearings
- Advising on affordable housing development projects
- Establishment of utility rates, fees, and charges
- Providing advice and assistance with complex business agreements with private and public corporations and other entities (drafting, reviewing, negotiating and related litigation)
- Drafting ordinances and regulations to comply with federal and state law

Labor and Employment Matters, including but not limited to:

- Labor and employment litigation and administrative proceedings
- Drafting and reviewing personnel administrative policies and procedures
- Advising and assisting on employee disciplinary matters, grievances, and appeals
- Labor and employment advice, training and personnel investigations
- Employee disability issues – FEHA/ADA

Litigation Defense, including but not limited to:

- Real property and planning matters
- Construction Law/public works/prevailing wage matters
- Public nuisance actions
- Eminent domain and inverse condemnation actions

Real Property , including but not limited to:

- Handling other real property, including property acquisitions, disposal, public improvements, easements, and dedications
- Wireless telecommunication regulatory issues
- Real estate transactions/commercial document preparation

AUTHORIZED PERSONNEL:

All of Meyers Nave's services shall be provided by Jose M. Sanchez, or any other Meyers Nave attorney as specifically authorized in writing by the City Attorney.

TIME OF PERFORMANCE:

This Agreement shall take effect on July 1, 2021 and terminate on June 30, 2024, unless extended pursuant to Section 2.1, or unless terminated earlier pursuant to Section 6.

EXHIBIT B

Compensation

Meyers Nave shall be compensated for special counsel legal services at the following hourly rates based on the personnel performing the services:

Public Law/Municipal General Services

Senior Principal	\$495
Principal	\$435
Senior Of Counsel	\$350
Of Counsel	\$330
Senior Associate	\$290
Mid-Level Associate	\$270
Junior Associate	\$250
Law Clerk	\$240
Senior Paralegal	\$200
Paralegal	\$180
Litigation Support Specialist	\$230

Labor & Employment

Senior Principal	\$460
Principal	\$435
Senior Of Counsel	\$415
Of Counsel	\$390
Senior Associate	\$360
Mid-Level Associate	\$335
Junior Associate	\$310
Law Clerk	\$200
Senior Paralegal	\$200
Paralegal	\$180

Eminent Domain

Senior Principal	\$450
Principal	\$420
Senior Of Counsel	\$415
Of Counsel	\$395
Senior Associate	\$345
Mid-Level Associate	\$335
Junior Associate	\$310
Law Clerk	\$205
Senior Paralegal	\$205
Paralegal	\$185
Litigation Support Specialist	\$185

Construction & Facilities

Senior Principal	\$485
Principal	\$435
Senior Of Counsel	\$425
Of Counsel	\$375
Senior Associate	\$350
Mid-Level Associate	\$335
Junior Associate	\$300
Law Clerk	\$200
Senior Paralegal	\$200
Paralegal	\$185
Litigation Support Specialist	\$230

Trial & Litigation

Senior Principal	\$490
Principal	\$460
Senior Of Counsel	\$435
Of Counsel	\$415
Senior Associate	\$365
Mid-Level Associate	\$340
Junior Associate	\$320
Law Clerk	\$205
Senior Paralegal	\$205
Paralegal	\$185
Litigation Support Specialist	\$235

Meyers Nave's rates adjust every July 1st by the greater of 3% or the relevant local CPI increase over the prior 12 month period, rounded to the nearest 5%.

Statement of Fee and Billing Information

The following is a general description of our fee and billing policies. These general policies may be modified by the specific engagement letter or agreement to which this summary is attached.

Professional Fees. Our fees for professional services are based on the fair value of the services rendered. To help us determine the value of our services, our attorneys and paralegals maintain time records for each client and matter. Our attorneys and paralegals are assigned hourly rates which are based on years of experience, specialization, training and level of professional attainment. We adjust our rates periodically (usually at the beginning of each year) to take into account inflation and the increased experience of our professional personnel.

To keep professional fees at a minimum, legal work that does not require more experienced attorneys will be performed, where feasible, by attorneys with lower billing rates. Of course, the quality of the work is paramount, and we do not sacrifice quality to economy.

Before undertaking a particular assignment, we will, if requested, provide you with a fee estimate to the extent possible. Estimates are not possible for some matters, however, and cannot be relied on in many others because the scope of our work will not be clear at the outset. When a fee estimate is given, it is only an estimate; it is not a maximum or minimum fee quotation. The actual fee may be more or less than the quoted estimate.

Retainer. Our normal practice is to require a retainer to cover a portion of the anticipated attorneys' fees and costs. Any retainer will be placed in the firm's trust account. At the conclusion of our services, we will return to our client any unapplied retainer, after deducting payment for charges billed or to-be-billed for services and any remaining out-of-pocket expenses.

Billing And Payment Procedures. Unless other arrangements are made at the time of the engagement, invoices will be sent monthly. Invoices for outside services exceeding \$100 may be billed separately. Occasionally, however, we may defer billing for a given month or months if the accrued fees and costs do not warrant current billing or if other circumstances would make it appropriate to defer billing.

Our invoices contain a brief narrative description of the work performed; if requested, the initials of the attorney who performed the work will appear on the statement. The invoice will include a line item reflecting in-house administrative costs. The firm's in-house administrative costs include duplicating, facsimile charges, telephone charges, E-mail, postage, mileage and other administrative expenses.

The firm will be reimbursed for all outside services incurred in the course of providing legal services to our client(s). Outside services will include, but are not limited to, all third-party expenses, delivery charges, travel expenses, outside research services, filing fees, expert witness and expert consultant fees.

If you have any questions regarding an invoice, the Finance Director or Executive Director is available to answer your questions. For any unresolved matters, the Bar Association has an arbitration mechanism that can be used to resolve such matters.

Late Payments. Statements for services are payable upon presentation and, in all events, within thirty (30) days after receipt. Occasionally a client has difficulty in making timely payments. To avoid burdening those clients who pay their statements promptly with the added costs we incur as a result of late payments, a late charge will be assessed on statements not paid within thirty (30) days. The

maximum monthly late payment charge will be 1.5% per month. In the unlikely event we are required to institute legal proceedings to collect fees and costs, the prevailing party will be entitled to reasonable attorneys' fees and other costs of collection.

RESOLUTION 2021-_____

APPROVING LEGAL SERVICES AGREEMENTS WITH BURKE, WILLIAMS, & SORENSEN, LLP, DOWNEY BRAND LLP, THE LAW OFFICE OF DANIEL P. DOPORTO, MEYERS NAVE, AND PRICE, POSTEL & PARMA LLP TO PROVIDE SPECIAL LEGAL COUNSEL SERVICES FOR A TERM OF THREE YEARS WITH OPTION TO EXTEND FOR TWO ADDITIONAL ONE-YEAR TERMS AND AUTHORIZING THE CITY ATTORNEY TO EXECUTE THE CONTRACT EXTENSIONS

WHEREAS, The City Attorney Office's (CAO) relies on assistance from outside counsel to provide advice on specialized areas of law and increase the office's capacity to serve its departmental clients, including Utilities and Development Services and developer-initiated work that is subject to a Cost Recovery Agreement, and

WHEREAS, On April 1, 2021, the City issued a Request for Proposals (RFP) for Special Counsel Legal Services for the CAO for a broad range of practice areas such as general municipal law, labor and employment law, litigation defense and real property and land use, and

WHEREAS, The City received and reviewed 27 proposals from various law firms with experience advising and representing California municipalities, and

WHEREAS, The City has selected the following firms as the law firms that would best serve the CAO in providing legal services and supplemental support as needed and determined by the City Attorney: Burke, Williams, Sorensen, LLP (Burke), Downey Brand LLP (Downey Brand), The Law Office of Daniel Doporto (Doporto), Meyers Nave, and Price, Postel & Parma LLP (Price), and

WHEREAS, The City has selected Burke, Williams, Sorensen, LLP (Burke), Downey Brand LLP (Downey Brand), The Law Office of Daniel Doporto (Doporto), Meyers Nave, and Price, Postel & Parma LLP (Price) as the law firms that would best serve the CAO in providing legal services and supplemental support as needed and determined by the City Attorney, and

WHEREAS, The term for these special counsel legal services agreements will expire on June 30, 2024, with an option to extend for two additional one-year terms as needed and determined by the City Attorney.

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby approves the legal services agreements with Burke, Williams, & Sorensen, LLP, Downey Brand LLP, The Law Office of Daniel P. Doporto, Meyers Nave, and Price, Postel & Parma LLP to provide special legal counsel services for a term of three years with option to extend for two additional one-year terms and authorizes the City Attorney to execute the contract extensions.

* * * * *

The foregoing Resolution 2021-_____ was adopted by the Tracy City Council on the 20th day of July, 2021, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

July 20, 2021

AGENDA ITEM 1.L

REQUEST

APPROVE MEMORANDA OF UNDERSTANDING BETWEEN THE CITY OF TRACY AND THE TRACY POLICE OFFICERS ASSOCIATION, TRACY MID-MANAGERS BARGAINING UNIT, TRACY TECHNICAL AND SUPPORT SERVICES EMPLOYEE ASSOCIATION, AND GENERAL TEAMSTERS LOCAL NO. 439, I.B.T., AND COMPENSATION AND BENEFIT PLANS FOR THE CONFIDENTIAL EMPLOYEE UNIT AND DEPARTMENT HEADS; AUTHORIZE THE CITY MANAGER TO INCREASE APPROPRIATIONS, AND AUTHORIZE AN AMENDMENT TO THE CITY MASTER SALARY SCHEDULE

EXECUTIVE SUMMARY

The existing Memoranda of Understandings (MOU) between the City of Tracy and the Tracy Police Officers Association (TPOA), Tracy Mid-Managers Bargaining Unit (TMMBU), Tracy Technical and Support Services Employee Association (TTSSEA), Teamsters Local No. 439 I.B.T. and the Compensation and Benefit Plans for the Confidential Employee Unit and Department Heads expired on June 30, 2021.

Representatives from the City and the aforementioned bargaining units met and conferred in good faith and negotiated the terms of a successor MOU. The term of the attached MOUs and Compensation and Benefit Plans is for 24 months (two years), effective on July 1, 2021, and expires June 30, 2023.

DISCUSSION

Government Code section 3500-3511 known as the Meyers-Milias Brown Act (MMBA) was designed to promote full communication between public employers and their employees by providing a reasonable method of resolving disputes regarding the wages, hours and other terms and conditions of employment between public employers and public employee organizations. Under the Meyer-Milias Brown Act, the City has a duty to meet and confer in good faith with the bargaining representatives of the recognized employee organization regarding matters within the scope of representation and reach agreement within the authority of the representatives. The terms and conditions of the agreement are compiled in a Memorandum of Understanding (MOU), ratified by each respective bargaining unit and approved by City Council. The City initiated the meet and confer process with the bargaining representatives of each recognized employee organization in February to discuss the terms and conditions of employment of the successor MOU. The following summarizes two key provisions that were commonly included in the ratified agreements.

One-Time Lump Sum Payment

The American Recovery Plan Act (ARPA) provides for Fiscal Recovery Funds payments that may be used by recipients to provide premium pay to eligible workers performing essential work during the COVID-19 public health emergency or to provide grants to third-party employers with eligible workers performing essential work. These are workers who have been and continue to be relied on to maintain continuity of operations of

essential critical infrastructure sectors, including those who are critical to protecting the health and well-being of their communities. Since the start of the COVID-19 public health emergency in January 2020, essential workers have put their physical well-being at risk to meet the daily needs of their communities and to provide care for others. Sections 602(g)(2) and 603(g)(2) define eligible worker to mean “those workers needed to maintain continuity of operations of essential critical infrastructure sectors and additional sectors as each Governor of a State or territory, or each Tribal government, may designate as critical to protect the health and well-being of the residents of their State, territory, or Tribal government.” In recognition of the hard work and dedication of City of Tracy employees during the COVID-19 pandemic, a one-time lump sum payment has been included for each unit as provided below.

Proclaimed Holiday/Juneteenth

On Thursday June 17, 2021, President Joe Biden proclaimed Juneteenth (June 19th) a federal holiday. At that time, the MOUs for TPOA, Teamsters Local No. 439 I.B.T. and South County Fire Chief Officers Association (SCFCOA) recognized all holidays proclaimed by the Governor of the State of California or the President of the United States as a holiday in accordance with the terms of the MOU. Bargaining units without the proclaimed holiday language proposed the addition of this language to provide an equitable benefit for proclaimed holidays citywide.

Tracy Police Officers Association (TPOA):

There are two key changes in the successor MOU for TPOA. The key changes are as follows:

1. Salary Adjustments for all classifications:

• First full pay period in July 2021:	2% one-time (non-PERSable) lump sum payment
• First full pay period in July 2021:	3% salary adjustment
• First full pay period in July 2022:	3% salary adjustment

2. Biweekly Payroll Transition:

Effective January 1, 2022 the City of Tracy will transition the payroll schedule for TPOA from semi-monthly pay periods (15th and 30th of the month) to bi-weekly pay periods (every other Friday). This change will increase the number of pay periods from 24 to 26 per year. This cycle is consistent with the current pay cycle for all other full-time city employees and aligns with the Fair Labor Standards Act (FLSA) weekly and Police 28-day pay cycles.

The most significant impact in this payroll transition is the change from ‘pay current’ to ‘pay in arrears’ creating a period of five business days following the end of the pay period to ensure hours worked are paid accurately and in compliance with FLSA.

The creation of the initial five-day delay results in the loss of approximately two percent (2%) of pay. To offset this impact, the City has negotiated a 2% one-time lump sum (non-PERSable) payment, to be paid on January 6, 2022 to fully mitigate the five workday delay.

Other changes to the MOU consist of adding provisions or amendments to update statutory language or further clarify current practices.

The City's Master Salary Schedule contains the salaries for employee classifications represented by TPOA and serves as the publicly available pay schedule used to determine pay rates for purposes of the California Public Employees Retirement Law. The Master Salary Schedule must be amended to reflect the terms of the proposed successor Memorandum of Understanding. (See Exhibit G).

Tracy Mid-Managers Bargaining Unit (TMMBU):

There are three key changes in the successor MOU for TMMBU. The key changes are as follows:

1. Salary Adjustments for all classifications:

• First full pay period in July 2021:	2% one-time (non-PERSable) lump sum payment
• First full pay period in July 2021	3% salary adjustment
• First full pay period in July 2022	3% salary adjustment

2. Proclaimed Holidays:

- Upon Council approval employees shall receive eight (8) hours of accrued leave in recognition of the first Juneteenth holiday on June 18, 2021.

3. Probationary Period:

- Changed probationary period for employees hired into this unit from twelve (12) months to six (6) months.

Other changes to the MOU consist of adding provisions or amendments to update statutory language or further clarify current practices.

The City's Master Salary Schedule contains the salaries for employee classifications represented by TMMBU and serves as the publicly available pay schedule used to determine pay rates for purposes of the California Public Employees Retirement Law. The Master Salary Schedule must be amended to reflect the terms of the proposed successor Memorandum of Understanding. (See Exhibit G).

Tracy Technical and Support Service Employee Association (TTSSEA):

There are three key changes in the successor MOU for TTSSEA. Those key changes are as follows:

1. Salary Adjustments for all classifications:

• First full pay period in July 2021:	\$1,427.00 one-time (non-PERSable) lump sum payment (equivalent of 2% of salary for the unit)
• First full pay period in July 2021	3% salary adjustment
• First full pay period in July 2022	3% salary adjustment

2. Proclaimed Holidays:

- Upon Council approval employees shall receive eight (8) hours of accrued

leave in recognition of the first Juneteenth holiday on June 18, 2021.

3. Conversion of Short Term Disability Insurance (STD) to State Disability Insurance (SDI)

- At the request of TTSSEA, the City agrees to file an application on behalf of TTSSEA for elective SDI coverage pursuant to procedures established by the State of California. SDI is a deduction from employees' wages whereby employers withhold a percentage of the taxable wages. Once TTSSEA members are covered by SDI, they will be unenrolled from the City's Short Term Disability Insurance (STD).

Other changes to the MOU consist of adding provisions or amendments to update statutory language or further clarify current practices.

The City's Master Salary Schedule contains the salaries for employee classifications represented by TTSSEA and serves as the publicly available pay schedule used to determine pay rates for purposes of the California Public Employees Retirement Law. The Master Salary Schedule must be amended to reflect the terms of the proposed successor Memorandum of Understanding. (See Exhibit G).

Teamsters Local No. 439 I.B.T.:

There are three key changes in the successor MOU for Teamsters. The key changes are as follows:

1. Salary Adjustments for all classifications:

• First full pay period in July 2021:	2% one-time (non-PERSable) lump sum payment
• First full pay period in July 2021	3% salary adjustment
• First full pay period in July 2022	3% salary adjustment

2. Fatigued Employees:

- Employees required to work overtime will be allowed to modify their work schedule to provide an 8-hour rest period with no charge to the employee's time off bank.

3. Uniforms:

- Expanded the list of classifications eligible for the uniform allowance to include Public Safety Dispatcher and Code Enforcement Officer.

Other changes to the MOU consist of adding provisions or amendments to update statutory language or further clarify current practices.

The City's Master Salary Schedule contains the salaries for employee classifications represented by Teamsters Local No. 439 I.B.T. and serves as the publicly available pay schedule used to determine pay rates for purposes of the California Public Employees Retirement Law. The Master Salary Schedule must be amended to reflect the terms of the proposed successor Memorandum of Understanding. (See Exhibit G).

Confidential Employee Unit (CEU):

The CEU consists of employees who are not represented by an exclusive bargaining representative and recognized by City Council in accordance with City of Tracy Personnel Rules. As a result, the CEU does not formally meet and confer with City representatives regarding matters within the scope of bargaining to establish terms and conditions of employment contained in a Memorandum of Understanding (MOU). Rather, the compensation and benefits provided to employees are listed in a unit specific Compensation and Benefits Plan. As the City does not formally negotiate with employees in this unit, the economic increases typically provided to represented bargaining units are included in an updated Compensation and Benefits Plan for Council approval. This update contains two key changes as follows:

1. Salary Adjustments for all classifications:

- First full pay period in July 2021: 2% one-time (non-PERSable) lump sum payment
- First full pay period in July 2021 3% salary adjustment
- First full pay period in July 2022 3% salary adjustment

2. Proclaimed Holidays:

- Upon Council approval employees shall receive eight (8) hours of accrued leave in recognition of the first Juneteenth holiday on June 18, 2021.

Other changes to the Compensation and Benefits Plan consist of adding provisions or amendments to update statutory language or further clarify current practices.

The City's Master Salary Schedule contains the salaries for employee classifications in the CEU and serves as the publicly available pay schedule used to determine pay rates for purposes of the California Public Employees Retirement Law. The Master Salary Schedule must be amended to reflect the terms of the proposed Compensation and Benefit Plan. (See Exhibit G).

Department Head Compensation and Benefits Plan:

The Department Heads are at will employees and serve at the pleasure of the City Manager. These employees are not represented by an exclusive bargaining representative recognized by City Council in accordance with City of Tracy Personnel Rules. As a result, the Department Head unit does not formally meet and confer with City representatives regarding matters within the scope of bargaining to establish terms and conditions of employment contained in a Memorandum of Understanding (MOU). Rather, the compensation and benefits provided to employees are listed in a unit specific Compensation and Benefits Plan. As the City does not formally negotiate with employees in this unit, the economic increases typically provided to represented bargaining units are included in an updated Compensation and Benefits Plan for Council approval. This update contains two key changes as follows:

1. Salary Adjustments for all classifications:

- First full pay period in July 2021: 2% one-time (non-PERSable) lump sum payment
- First full pay period in July 2021 3% salary adjustment
- First full pay period in July 2022 3% salary adjustment

2. Proclaimed Holidays:

- Upon Council approval employees shall receive eight (8) hours of accrued leave in recognition of the first Juneteenth holiday on June 18, 2021.

Other changes to the Compensation and Benefits Plan consist of adding provisions or amendments to update statutory language or further clarify current practices.

The City's Master Salary Schedule contains the salaries for employee classifications in the Department Head unit and serves as the publicly available pay schedule used to determine pay rates for purposes of the California Public Employees Retirement Law. The Master Salary Schedule must be amended to reflect the terms of the proposed Compensation and Benefits Plan. (See Exhibit G).

STRATEGIC PLAN

This agenda item supports the City's Governance Strategy and Business Plan, and specifically implements the following goals and objectives:

Governance Strategy

Goal 1: Further develop an organization to attract, motivate, develop, and retain a high-quality, engaged, high-performing, and informed workforce.

Objective 1b: Affirm organizational values.

FISCAL IMPACT

The financial impact to the City contained in the changes to the sections of the MOUs and Compensation and Benefit Plans listed above for the term of these MOUs and or Plan is shown in the table below:

	General Fund Year One	Citywide Year One	ARPA One Time	General Fund Year Two	Citywide Year Two
CONF	60,000	130,000	68,141	122,000	264,000
DH	86,000	120,000	62,510	175,000	244,000
TEAMSTERS	211,000	617,000	320,118	429,000	1,253,000
TMMBU	109,000	313,000	167,837	222,000	636,000
TPOA	805,000	805,000	216,634	1,015,000	1,015,000
TTSSEA	121,000	227,000	121,561	246,000	461,000
Grand Total	\$ 1,392,000	\$ 2,212,000	\$ 956,801	\$ 2,209,000	\$ 3,873,000

RECOMMENDATION

That the City Council, by resolution, approve the Memoranda of Understanding between the City of Tracy and the Tracy Police Officers Association, Tracy Mid-Managers Bargaining Unit,

Tracy Technical and Support Services Employee Association, Teamsters Local No. 439 I.B.T., amend the Compensation and Benefit Plans for the Confidential Employee Unit and Department Heads, authorize the City Manager to increase appropriations, and authorize an amendment to the City Master Salary Schedule.

Prepared by: Kimberly Murdaugh, Director of Human Resources

Reviewed by: Karin Schnaider, Finance Director
Midori Lichtwardt, Assistant City Manager

Approved by: Jennifer D. Haruyama, City Manager

Attachment: Exhibit A - Tracy Police Officers Association (TPOA) Memorandum of Understanding
Exhibit B - Tracy Mid-Managers Bargaining Unit (TMMBU) Memorandum of Understanding
Exhibit C - Tracy Technical and Support Services Employee Association (TTSSEA) Memorandum of Understanding
Exhibit D - Teamsters Local No. 439 Memorandum of Understanding
Exhibit E - Compensation and Benefit Plan for the Confidential Employee Unit
Exhibit F - Compensation and Benefit Plan for Department Heads
Exhibit G - Master Salary Schedule

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF TRACY

AND

TRACY POLICE OFFICERS ASSOCIATION
(TPOA)

July 1, 2021 through June 30, 2023



Think Inside the Triangle™

Human Resources Department
333 Civic Center Plaza
Tracy, CA 95376
(209) 831-6150
www.cityoftracy.org/tracy-ca.us

TRACY POLICE OFFICERS' ASSOCIATION (TPOA)
 July 1, 2021¹⁸ through June 30, 2023²¹

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CITY OF TRACY
TRACY POLICE OFFICERS ASSOCIATION (TPOA)
MEMORANDUM OF UNDERSTANDING
July 1, 2021¹⁸ – June 30, 2023²¹

Tracy Police Officers and representatives of the City of Tracy have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of employees in the Police Officers Association, have freely exchanged information, opinions and proposals, and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding, hereinafter referred to as "The Agreement," is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500, et. seq.) and has been jointly prepared by the parties.

This Agreement shall be presented to the City Council as the joint recommendations of the undersigned for salary and employee benefit adjustments for the period commencing July 1, 2018 and ending June 30, 21.

Section 1. Recognition

1.1 Association Recognition

Tracy Police Officers Association, hereinafter referred to as the "Association," is recognized as the exclusive representative as provided in the City's Employer-Employee Relations resolution for all employees assigned to the classifications set forth below:

Police Corporal
Police Officer
Police Sergeant
Police Officer Trainee

1.2 City Recognition

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The City Manager or, where the authority has been delegated by the City Manager, the City Manager's representative is the representative of the City of Tracy, hereinafter referred to as the "City".

Section 2. No Discrimination

The City agrees not to discriminate against any employee because of membership in the Association or because of any activities on behalf of the Association. Association activities shall not interfere with the normal operation of the City. Neither the City nor the Association shall discriminate for or against any employee or applicant for employment on account of race, color, creed, national origin, age, sex, sexual orientation, physical or mental disability, which does not prevent an employee from meeting the minimum standards established.

Section 3. Association Security

3.1 Association Dues

The Association shall be entitled to have the regular dues of its members deducted from their paychecks in accordance with the procedures set forth herein.

To the extent required by Government Code Sections 1157.3 and 1157.12, the City shall honor employees' voluntary authorizations for Association dues deductions from employee salaries or wages. In making such authorized dues deductions, the City shall rely on written certification from the Association confirming that the Association has and will maintain authorizations signed by each individual employee whose salary or wages the deduction is to be made that the individual affirmatively consents to the dues deduction in a manner that meets the requirements of state and federal law, including but not limited to applicable provisions of Government Code Sections 1150-1157.12 and the First Amendment of the United States Constitution. After providing the required certification, the Association shall not be required to provide a copy of individual authorizations to the City unless a dispute arises about the existence or terms of the authorization.

The City shall direct employee requests to cancel or change dues deduction to the Association. To the extent required by law, the City will rely on information provided by the Association in writing regarding whether dues deductions were properly cancelled or changed. Any requests from the Association that the City change dues deductions shall include a certification that the changes are requested with the affirmative consent of the individual employee(s) and otherwise comply with all requirements of state and federal law.

Employees shall be entitled to have dues deducted by filling out, signing and filing with the City an authorization form provided by the City.

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The employee's earnings must be regularly sufficient, after other legal and required deductions are made, to cover the amount of the dues check-off authorized. When an employee, in good standing in the Association, is in a non-pay status, for the full pay period when their~~his/her~~ dues would normally be withheld, no dues deduction will be made to cover that withholding from the current or future earnings; nor will the employee deposit the amount with the City which would have been withheld if the employee had been in a pay status during that period. In the case of an employee who is in a non-pay status during only a part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over Association dues.

Dues withheld by the City based on the provisions of this Section shall be transmitted monthly to the party designated in writing by the employee organization as the party authorized to receive the funds, at the address specified.

The Association shall indemnify, defend, and hold the City harmless against the claims made and against any suit instituted against the City which may arise as a result of the application of this Section, including but not limited to Association dues deductions or changes to such dues deductions. on account of check-off of employee organization dues. Any amounts paid in error shall be adjusted in subsequent payment.

3.2 Use of City Facilities and Bulletin Boards

The Association may, with the prior approval of the City Manager, or his/her designee, use the City facilities during non-work hours for meetings of City employees, provided space is available.

The use of City equipment, normally used in the conduct of business meetings, such as desks, chairs, and blackboards, will be made available to the Association.

The Association may use portions of City bulletin boards under the following conditions:

Copies of materials must be sent to the department or division head in charge of the department bulletin board.

All materials must be dated and must identify the organization that published them.

The City reserves the right to determine where bulletin boards shall be placed.

3.3 Meetings

Elected officers may use the time bank defined in Section 4.3, or their own accrued vacation or compensatory time, to attend meetings for the benefit of the Association, with forty eight (48) hour notice to the Department, providing such absence does not create additional overtime.

Section 4. Association Representatives

4.1 Association Leave and Release Time

The terms set forth in this Section 4.1 shall apply to Sections 4.2 through 4.65.

The City agrees to provide Association members with reasonable leave and release time. Unless by mutual written agreement of the Association and the City, members must provide at least forty-eight (48) hour written notice to the Department prior to commencement of the leave and/or release time. All time requested by Association members pursuant to this Section, will not be unreasonably withheld so long as there is no disruption to the operational needs of the City. All leave and/or release time taken

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shall not create additional overtime without prior written approval from the employee's Department Head or designee.

4.21 Attendance at Meetings by Employees for the Benefit of the Association

Elected officers may use the time bank defined in Section 4.43, or their own accrued vacation or compensatory time, to attend meetings for the benefit of the Association that are not directly connected to the representation of the membership. Examples of these meetings are: trainings, seminars, and public relations events. Any employee who is directed to attend a meeting, at which one of the issues is the proposed discipline of said employee, shall be entitled to a representative at such meeting, provided, however, such representation shall include no more than one City employee in addition to the employee being disciplined. The City agrees to provide the Association's representative reasonable release time to prepare for grievance or discipline meetings with the City. The limitation of this Section shall apply to employees on paid release time and not to Association staff or witnesses who may be necessary to the meeting.

4.32 Access to Work Locations

Reasonable access to employee work locations shall be granted Association officers and their officially designated representatives, for the purpose of contacting employees concerning business within the scope of representation. Such employees or representative shall not enter any work location without the consent of the Police Chief. Access shall be restricted so as not to interfere with the normal operations of the department or with established security requirements.

Solicitation of membership and activities concerned with the internal management of the Association such as collecting dues, holding membership meetings, campaigning for office, conducting elections and distributing literature shall not be conducted during on-duty hours.

The Association shall designate, in writing to the Personnel Officer, the names of the representatives listed above.

4.43 Donation of Compensatory Time

TPOA members Association members may contribute compensatory time to a special account for the use of Association officers or their designee(s). Contributions or use shall be by written authorization of the Association President. Individual officers may use up to, but no more than, thirty-two 32 hours per fiscal year from the special account for attendance at meetings, seminars, etc. on the behalf of the Association. The special account shall accumulate no more than sixty-four (64) hours of compensatory time at any time.

4.54 Attendance at Meetings within the Scope of Representation

Association members may attend disciplinary meetings, disciplinary investigations, grievance meetings, arbitrations, and other meetings whereby an employee is entitled to representation, without loss of compensation or benefits. Unless by mutual written agreement of the Association and the City, attendance by an employee representative at a meeting described in this Section, shall include no more than one City employee in addition to the employee being disciplined. The City agrees to provide the Association's representative up to two (2) hours of release time, without loss of compensation or

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benefits, to prepare for meetings described in this Section. Should the employee require more than two (2) hours of release time, the employee shall obtain written authorization from their Human Resources.

4.65 Release Time for Meet and Confer

Up to four (4) Association members may attend meet and confer meetings with the City, without loss of compensation or benefits. The City agrees to provide the Association's representatives up to two (2) hours of release time, without loss of compensation or benefits, to prepare for meetings described in this Section.

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4.76.4 List of Employees

In compliance with Government Code Sections 3555-3559 (Assembly Bill 119), the City shall provide the exclusive representative for the TPOA with the name, job title, department, work location, work, home and personal cell phone numbers, home address and personal email address on file with the City of Tracy for all employees within the TPOA once every 120 days. In addition, a report of all TPOA hires will be provided to the exclusive representative within 30 days of the hire date. Finally, in January of each year, the City will also provide a list of all employee orientation dates for the calendar year.

4.85 Advance Notice

Except in emergency cases, the City will give the Association reasonable advance written notice of any proposed ordinance, resolution, rule or regulation directly relating to matters within the scope of representation. The Association shall be given the opportunity to meet with management representatives prior to adoption.

4.6 Release Time for Representation

Up to four (4) Association representatives shall be released from duty, without loss of compensation or benefits, to participate in meet and confer sessions with the City.

4.97 Investigation of Employee

The City agrees that, except in cases of alleged criminal misconduct, an employee shall be notified, either orally or in writing, within a reasonable time frame, of the initiation, by the City or Department, of any investigation involving the employee and the nature of the complaint and/or conduct under investigation.

4.108 Peace Officers Bill of Rights

The City agrees to adhere to the provisions of the Peace Officers Bill of Rights (POBR) as contained in California Government Code Sections 3300-3311, in all matters in which the provisions of the POBR apply.

4.11 Compliance with the Meyers-Milias-Brown Act (MMBA)

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The City agrees to adhere to the provisions of the Meyers-Milias-Brown Act (MMBA) as contained in the California Government Code Sections 3500 et. seq., in all matters in which the provisions of the MMBA apply.

Section 5. Salary

5.1 Salary Plan

The semi-monthly salary range for each classification is shown in Exhibit A Salary Schedule.

The rates of pay set forth in this Section represent the standard rate of pay for each classification.

Employees occupying a position in a classification covered by this Agreement shall be paid at a base salary within the range established for that position's classification.

Effective the first full pay period in July 2021, classifications in this unit shall receive the equivalent of two percent (2%) annual salary (non-persable) one-time lump sum payment.

Effective the first full pay period in July 2021, salary ranges for classifications in this unit shall be increased by three percent (3%).

On January 6, 2022, TPOA members will receive the equivalent of 2% annual salary (non-persable) one-time lump sum payment to offset the transition from the pay current to pay in arrears payroll processing timeline.

Effective the first full pay period in July 2022, salary ranges for classifications in this unit shall be increased by three percent (3%).

Effective the first full pay period after Council approves a successor MOU in open session in 2018, salary ranges for classifications in this unit shall be increased by four (4%).

Effective the first full pay period in July 1, 2019, salary ranges for classifications in this unit shall be increased by four (4%).

Effective the first full pay period in July 1, 2020, salary ranges for classifications in this unit shall be increased by four (4%).

5.1.1 Deferred Compensation

Effective the first full pay period after Council approves a successor MOU in open session in 2018, the City shall contribute 1.25% of an employees' base salary into their deferred compensation plan.

Effective the first full pay period in July 2019, City shall contribute 1.25% of an employees' base salary into their deferred compensation plan.

5.2 Pay Days

Employees shall be ~~paid twice monthly~~paid biweekly, every other Friday beginning on Friday, January 21, 2022. If payday falls on a banking holiday, then payday is the preceding business day. Routine paychecks shall be for the purpose of compensating for regular and overtime hours including but not limited to vacation and sick leave usage. Other compensation or reimbursement shall be separately identified and shall not include withholding for tax purposes, except as required by law.

~~All exceptions to pay, such as work in a higher classification, overtime, vacation, and sick leave usage shall be processed and paid or reported on the subsequent paycheck.~~

5.3 Entry Salary

Each new employee shall be paid at the first step at the range for the classification in which he/she is hired which is in effect at the time of hire. If the employee possesses exceptional training or experience, that employee may start at a step above the first step with the approval of the Police Chief or the City Manager in accordance with the City's Personnel Rules and Regulation.

5.4 Salary Range

Each classification shall have a salary range with pre-established advancement steps within the range.

Salary range adjustments for a classification will not set a new salary anniversary date for employees serving in the classification.

Whenever the schedule of compensation for a classification is revised, the employee shall be paid at the same step in the revised range as the step at which the employee was paid in the previous range

5.5 Salary Upon Promotion

When an employee is promoted, he/she shall normally receive the first step in the salary range for his/her new position. However, if such step results in a salary increase of less than five percent (5%), he/she shall receive a minimum of five percent (5%) increase, provided that in no event will the new salary be above Step E of the promoted salary range.

5.6 Salary Upon Demotion

When an employee is demoted, that employee's compensation shall be adjusted to the salary, which most closely approximates the employee's salary in the higher classification; in no event shall that new salary be above Step E of the lower classification. If a vacancy exists in a position in a lower classification, an employee who has previously held that vacant position may voluntarily choose to demote to fill the vacancy.

5.7 Work in a Higher Classification

An employee who is assigned to perform the duties of a position in a higher classification shall receive the pay for that higher classification (out of class pay) for all hours worked when the employee has worked in that classification for the period of four (4) consecutive assigned shifts or longer. After making such assignments, the City shall not reassign for the sole purpose of avoiding payments for such

higher amounts. Employees will not be allowed to remain in such assignments beyond the limits set forth by Cal-PERS.

Employees temporarily assigned to a higher classification shall be covered by this Agreement and shall receive the benefits afforded by it except when temporarily assigned to a position that is FLSA exempt, the employee so assigned shall not be entitled to the overtime benefits contained in this agreement. Employees who are appointed to a higher classification, in an acting capacity, will receive a minimum five percent (5%) increase but no less than Step A and no more than Step E of the higher classification. If the five percent (5%) increase causes the salary to fall between two steps, the appointment will be made at the higher step. Details regarding the processing of Personnel Action Forms and effective dates for Out of Class Pay are contained in the Administrative Procedure on Out of Class pay, effective March 1994.

Sergeants: When Sergeants are appointed to fill the duties of a higher classification, compensation will be paid at Step A of the higher classification or at five percent (5%) over the member's current class, whichever is greater, after four (4) consecutive work days of working in the higher classification, retroactive to the first day.

5.8 Retirement Benefits

Employees hired by the City of Tracy on or before July, 1, 2010 and covered by this agreement shall receive CalPERS three percent at age 50 (3% at 50) and "single highest year" formula. Employees hired by the City of Tracy on or after July 2, 2010 through December 31, 2012 and covered by this agreement shall receive CalPERS three percent at age 55 (3% at 55) and "single highest year" formula.

Employees hired by the City of Tracy on or after January 1, 2013 meeting the definition of "new member" under the Public Employees' Pension Reform Act (PEPRA) shall be subject to all the provisions of the law, including, but not limited to the two point seven percent at age 57 (2.7% @ 57) retirement formula with a "three year" compensation period.

Employees who receive the CalPERS retirement formula of 3% @ 50, or 3% @ 55 shall pay the 9% of salary of employee contribution towards employee statutory share of CalPERS retirement. Employees who receive the CalPERS retirement formula of 2.7% @ 57 shall pay the employee contribution required by PEPRA, currently calculated at fifty percent (50%) of normal cost.

Employee payments of the employee share of the CalPERS retirement benefit cost shall be made as a payroll deduction on a pre-tax basis to the extent allowed by law.

In accordance with CalPERS Section 20516 contract amendment process requirements, each employee in this unit shall pay 3% towards the employer's share of CalPERS pension regardless of what CalPERS pension formula is applicable to the employee.

Non-Sworn – Police Officer Trainee

Miscellaneous employees hired on or before December 16, 2010 shall receive the single highest year and 2.5% at 55 benefit formula provide through the California Public Employees' Retirement System (CalPERS). Employees hired under the first tier CalPERS retirement formula (2.5% @ 55) shall pay eight percent (8%) of employee salary contribution towards employee statutory share of CalPERS retirement.

Miscellaneous employees hired after December 16, 2010 and on or before December 31, 2012 shall receive average of three (3) consecutive highest years and 2% at 55 benefit formula provided through California Public Employees' Retirement System (CalPERS). Employees hired under 2nd tier CalPERS retirement formula (2% @ 55) shall pay the seven (7%) of employee salary contribution towards employee statutory share of CalPERS retirement.

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Miscellaneous employees hired on or after January 1, 2013 and who qualify as "new employees" under the Public Employees' Pension Reform Act shall receive average of three (3) consecutive highest years and 2% at 62 benefit formula provided through California Public Employees' Retirement System (CalPERS). Employees who receive the CalPERS retirement formula of 2% at 62 shall pay the employee contribution required by the Public Employees' Pension Reform Act, currently calculated at fifty percent (50%) of the normal cost.

Employee payments of the employee share of the CalPERS retirement benefit cost shall be made as a payroll deduction on a pre-tax basis to the extent allowed by law.

In accordance with CalPERS Section 20516 contract amendment process requirements, each employee in this unit shall pay 3% towards the employer's share of CalPERS pension regardless of what CalPERS pension formula is applicable to the employee.

Retirement Payment

Upon completion of thirteen (13) years of continuous employment with the Tracy Police Department, Police Officers, Corporals, and Sergeants shall be eligible for one (1) month of pay to be paid at the time of retirement from the City of Tracy or upon promotion to a position elsewhere in the City. Employees who terminate employment for other reasons shall not be entitled to the retirement payment.

5.9 Advancement (Step Increases)

At the completion (see Section 17.2 – entry level officers start at step A and received a step increase after 12 months although their probation does not end until completion of 18 months) of the applicable probationary period of employment, employees appointed to Step A are eligible for a step increase. Additional step increases will be on an annual basis thereafter until the attainment of Step E. All step increases shall be based upon satisfactory performance, as shown from the evaluation by the employee's Supervisor. Denial of step increases shall be based on documented performance evaluations. Increases of more than one step for superior performance may be provided. Recommendation by the Police Chief and approval of the City Manager will be required.

Section 6. Hours of Work

6.1 Workweek & FLSA Work Period

Unless otherwise designated by the Police Chief, or for employees assigned to a 4-11 schedule as detailed below, the workweek for all Police Unit employees shall be from Sunday 12:00 am through the following Saturday 11:59 pm if on a 4-10 workweek. If on a 9/80, the workweek will be 12:00 pm on Friday through 11:59 am the following Friday. The designated workweek shall remain permanent and may be changed only as a result of major changes in operations, payroll procedures, or as otherwise necessary in order to deliver services as efficiently and economically as possible.

Police Officer Trainee

Unless otherwise designated by the Police Chief, all Police Officer Trainees shall be designated a 5/40 schedule. The workweek shall be from Sunday 12:00 a.m. through the following Saturday 11:59 p.m. while on the 5/40 schedule. The designated workweek shall remain permanent and may be changed only as a result of major changes in operations, payroll procedures, or as otherwise necessary in order to deliver services as efficiently and economically as possible.

4-11 Alternative Work Schedule

1. Description:

For employees working the 4-11 schedule shall be subject to the 7K exemption of the Fair Labor Standards Act (Exemption – 40 hour per week employees). The employees will be entitled to overtime when they work 171 hours in a 28-day period. The designated work schedule shall remain permanent and may be changed only as a result of major changes in operations, payroll procedures, or as otherwise necessary in order to deliver services as efficiently as economically as possible. The 4-11 work schedule is a 4-day workweek with 11-hour shifts, applied to the Patrol Unit within the Field Operations Division. Personnel are assigned to one of two teams; "A-Team" or "B-Team" and will remain with the same team the entire year. Each team will have three squads: days, swings, and graves. The start and end times for each of these squads shall be determined based upon the needs of the Department, as determined by the Chief of Police. Days off are rotating.

Employees assigned to the 4-11 work schedules shall have a regular work schedule not to exceed 171 hours within a 28-day work period. The work schedule rotation is based on an 8-day cycle with each employee working 4 consecutive days of 11-hour work shifts followed by 4 consecutive days off. The 8-day cycle will advance the employee's workday and days off one day for every cycle. The cycle will repeat every 8 weeks. There are 13, 28-day FLSA work periods (one year).

One team will work 183 11-hour regular patrol shifts totaling 2013 hours during the year. Employees shall work an additional 67 hours during the 13, 28-day FLSA work periods for a total work year of 2080 hours. The 67 hours will be scheduled as 6, 10-hour training days and the remaining 7 hours as special event sign up, further detailed under "Make-up Work Hours".

The other team will work 182 11-hour regular patrol shifts totaling 2002 hours. Employees shall work an additional 78 hours during the 13 28-day FLSA work periods for a total work year of 2080 hours. The 78 hours will be scheduled as 6, 10-hour training days and 7 hours as special event sign up, further detailed under "Make-up Work Hours". The remaining 11 hours will be added to their payback hours. Employees will be able to pay back these hours by working an extra 11-hour shift or by workday extensions until all owed hours are worked.

Employees shall be scheduled to work "Make-up Work Hours", without exceeding 171 hours in the 28-day FLSA work period to avoid overtime payment.

2. Make-up Work Hours:

As detailed above, employees assigned to the 4-11 work schedule shall be scheduled to work 67 hours or 78 hours per year in addition to their scheduled workdays to attain 2080 work hours within a calendar year. These hours will not receive additional compensation and are "Make-up Work Hours" already factored into the pay rate calculated for 2080 work hours annually. "Make-up Work Hours" will be scheduled on the employees' days off as follows:

- 6, 10-hour training days each calendar year totaling 60 hours. The training days shall be pre-scheduled for all employees at the beginning of the calendar year.
- 1, 7-hour pre-scheduled work shift to staff special events.
- 11 hours will be added to the pay back hours of employees working the team with 182 11-hour patrol shifts. These hours can be paid back by working an extra 11-hour shift or workday extensions.

"Make-up Work Hours" shall be scheduled so they do not result in an employee exceeding 171 hours in the 28-day FLSA work period. To achieve this, employees' shall not be scheduled for more than one 10-hour training day within a 28-day work period.

Make-up Work Hours will be recorded and tracked through an added code to the time sheet. If an Employee calls in sick on their scheduled Make-up Work day, sick leave shall not be used to make-up any part of the hours. An employee calling in sick for scheduled Make-up Work Hours shall be rescheduled based upon the needs of the Department.

On or about August 31 of each calendar year, the Field Operations Division Commander will audit outstanding "make-up work hours" owed by each employee, ensuring remaining hours owed by individual employees have been scheduled. If an employee is unable to pay back the hours by December 31 of that year, the hours will be deducted from his or her accrued vacation or compensatory time off banks or from his or her last paycheck of that year, to the extent permitted by law.

3. Implementation:

The 4-11 work schedule will be implemented on January 1st of each calendar year.

Employees assigned to the 4-11 work schedule shall select their team and squads in accordance with the *Patrol Officer, Corporal, and Patrol Sergeant Shift Selection Process* adopted in the ASSOCIATION Memorandum of Understanding.

The 4-11 work schedule may, or may not, have implications on compensable time listed hereafter and are addressed as follows:

- a. Training – Officers assigned as Canine Handlers and to the Crisis Response Unit may be subject to training on their days off and shall be compensated with overtime pay if required to work on a scheduled day off. This determination shall be based upon the needs of the department, at the discretion of the Chief of Police.

- b. Overtime and Overtime Call-Back – Overtime is work which is in excess of the regularly scheduled 11 hour work shift or in excess of 171 hours worked per 28-day cycle, which has the approval of the Police Chief or his/her designated representative. Employees who are called to work prior to their normal work schedule but continuous with their normal work schedule shall receive overtime for hours worked before their normal work schedule begins.
- c. Sick Leave Accrual and Usage – Sick leave may not be utilized to make-up any part of the payback hours outlined in the “Make-up Work Hours”. Employees who report sick and are unable to work scheduled “make-up” work hours may be required to present a doctor’s note certifying the inability to report to work, to the extent permitted by law.

4. Alternative Schedules:

All employees not working in the Patrol Division who are currently working a 4-10 schedule will remain doing so.

6.2 Detective Standby Duty

Detectives will be assigned to work holidays as part of their regular work schedule and shall receive holiday pay in accordance with this Agreement in the same manner and application as Patrol.

When detectives are assigned standby duty at times other than their normal work hours, the City will provide a City-owned car which may be taken home and driven by the standby detective when called back to work. In addition, each Detective assigned the weekly stand by rotation will be paid sixteen (16) hours per week prorated at 2.29 hours per day of straight-time pay for each week so assigned. In the event an employee assigned Standby is unable to complete the full week so assigned, the pay shall be prorated and the employee who provided the standby coverage shall be paid for the dates served.

The Sergeant assigned to the Detective Unit shall be paid Two Hundred Ninety Dollars (\$290.00) per month for standby duties.

Effective upon adoption of this Agreement, Standby Pay shall be issued on the paycheck following the pay period in which the standby occurred.

In the event a detective is called back to work at a time other than the regularly scheduled work hours, he/she will be compensated in accordance with the provisions of Section 7 of this Memorandum of Understanding.

6.3 Scheduling of School Attendance

Shift trades between employees, arranged by an employee for the purpose of attending school, will be approved whenever operationally feasible.

6.4 Notice of Schedule Change

The Department shall provide at least forty-eight (48) hours advance written notice to each employee whose regular hours of work are being changed. Such notice shall only be effective as follows: Employees who are on-duty shall receive written notification of the change either personally or via

electronic mail. Employees who are off-duty at the time of the notification must be called by phone. A voicemail message, text message or electronic mail message shall not satisfy the notification requirement to an employee who is off-duty.

6.5 Shift Selection – Patrol Officer

- At least 60 days prior to January shift change of each calendar year, officers shall select shifts, by seniority, for the next full calendar year.
- The Department reserves positions on each shift for:
 - Canine Officers
 - Probationary Employees (limited to one slot per shift)
- Officers are provided with a minimum of 72 hour advanced notice of their scheduled shift selection time, which is a period of 15 minutes. Officers who cannot be present for their selection time may phone in their selection to the on-duty watch commander or supervisor, or submit a written selection in advance. In the event an officer fails to make a selection during his or her designated time, the officer is relegated to those shifts available when the officer reports to select his/her shift.
- During January, following shift selection, each officer is requested to schedule a minimum of 80 hours of vacation for the calendar year. Vacation selection shall be made in seniority order during shift selection. Vacation requested after annual leave selection shall be approved on a case-by-case basis.
- Officers returning to patrol from special assignments are assigned to existing shift vacancies, until they are able to participate in the next shift selection process.
- Department agrees to continue the practice of anticipating special assignment rotations and to allow officers near the end of the special assignment rotation to participate in the annual shift selection process. In addition, the Department agrees to continue practice of allowing officers within the last three months of probation to participate in the annual shift selection process.
- Probationary officers are exempt from shift selection. The Department shall assign probationary officers to shifts and rotate as deemed appropriate by the Department.
- Vacancies that occur during the year following shift selection shall be filled/assigned by the Department until the next shift selection process.
- The Department reserves the right to propose modifications to the shift selection system during the term of the Agreement. The Department agrees to meet and confer with the Association prior to implementing any changes.

6.6 Shift Selection – Corporal and Sergeants

- The shift schedule for the calendar year will consist of two, six month periods with shift changes in early January and July.
- Sergeants are provided with a minimum of 72 hours advanced notice of their scheduled shift selection time, which will be a period of 15 minutes. Sergeants who cannot be present for their selection time may phone in their selection to the on-duty watch commander or supervisor, or submit a written selection in advance. In the event a sergeant fails to make a selection during his or her designated time, the sergeant will be relegated to the end of the seniority list.

- During January following shift selection, each sergeant is required to schedule a minimum of 80 hours of vacation for the calendar year. Vacation selection shall be made in seniority order during shift selection. Vacation requested after annual leave selections shall be approved on a case by case basis.
- Sergeants returning to patrol from special assignments are assigned to existing shift vacancies until they are able to participate in the next shift selection process. Department agrees to continue the practice of anticipating special assignment rotations and to allow sergeants near the end of the special assignment rotation to participate in the annual shift selection process. In addition, the Department agrees to continue practice of allowing sergeants within the last three months of probation to participate in the annual shift selection process.
- Vacancies that occur during the year following shift selection shall be filled/assigned by the Department until the next shift selection process.
- In addition, the Department reserves the right to propose modifications to the shift selection system during the term of the Agreement. The Department agrees to meet and confer with the Association prior to implementing any changes.
- Reducing this shift selection process to writing does not constitute a waiver of rights on the part of the City as enumerated in Section 23 of the MOU.

Section 7. Overtime Call-Back

7.1 Definition

Overtime is work which is in excess of the regularly scheduled work shift or in excess of one hundred and sixty (160) hours worked per twenty eight (28) calendar day work cycle or in excess of forty (40) hours per work week, which has the approval of the Police Chief or his/her designated representative. Notwithstanding the foregoing, employees who work the 4-11 schedule as set forth in Section 6 Exhibit D are entitled to overtime for any hours worked in excess of 171 hours in a 28-day work cycle. Overtime shall be paid for work in excess of the regularly scheduled 11 hour and 10 minute work shift and as described in Section 6.1 Workweek & FLSA Period Hours of Work Exhibit D, Section 3b. Overtime shall also be paid for work performed on the employee's scheduled days off, except as set forth in Exhibit D for employees working a 4-11 schedule.

7.2 Scheduled and Emergency Overtime

Unless excused by the Police Chief, an employee, upon request, shall not fail or refuse to perform emergency or scheduled overtime. Scheduled means at least twenty-four (24) hours prior notice. A sign-up sheet will be used for scheduled overtime and will go up as soon as the need is known or at least two weeks in advance whenever possible. In the event that no employee signs up for the posted scheduled overtime, the overtime shift will be assigned and when feasible the employee will be provided 72 hours notice. Failure or refusal by the employee, to work overtime in accordance with this provision, shall be grounds for discipline.

7.3 Overtime Compensation

The regular rate of pay is computed by the following formula: an employee's remuneration for employment, including all includable remuneration as set forth in the Fair Labor Standards Act, 29 CFR § 779.18 during the work period, divided by the total numbers of hours actually worked in that

~~period, monthly salary times twelve (12) months divided by two thousand eighty (2080) hours. Overtime shall be compensated at the rate of one and one half (1 1/2) times the regular rate of pay if paid, or taken as compensatory time.~~

7.4 Compensatory Time

The employee, at the employee's option, may request, through the Police Chief, compensatory time off (CTO) or overtime pay for overtime worked. Use and accrual of compensatory time shall be at the discretion of the Police Chief to assure assignment of adequate personnel to provide and maintain the City services. Employee must have sufficient hours available in CTO bank at the time the CTO requested is submitted. No employee may accrue more than one hundred ~~twenty-sixty-four~~ (16420) hours of compensatory time. The employee shall receive paid overtime for all hours worked in excess of the one hundred ~~sixty-four~~ ~~twenty~~ (16420) hours. Accrued Compensatory time shall be paid to the employee once per calendar year in on the second pay period check in the month of December or at termination.

Employees assigned by the Police Chief to a Detective assignment shall be allowed to accrue up to a maximum of ~~one hundred and forty~~ ~~two hundred and four~~ (204140) hours of compensatory time during the time period so assigned. Detectives shall receive paid overtime for all hours worked in excess of the ~~one hundred forty~~ ~~two hundred and four~~ (204140) hours.

Any employee may request to take CTO, which shall be by mutual agreement between employee's supervisor and the employee. The department will grant an employee request to use accumulated CTO provided that: 1) the department can accommodate the use of CTO on the date requested without undue disruption; 2) does not fall on a mandatory training or maximum deployment day listed in the Patrol Calendar (the list of maximum deployment days shall be placed on the calendar at the beginning of the shift bidding for the calendar year); and 3) the employee make the request in writing to the supervisor no later than five (5) days prior to the date requested. Undue disruptions occur when the department falls below minimum staffing for a shift, during special events when maximum staffing is required, and where the employee(s) absence would interfere with the successful operation of the department as a whole.

7.5 Call-Back Pay

Any employee, who is called back to duty, shall be paid at the overtime rate for a minimum of three (3) hours for each call back. In the event that separate call-backs overlap within a three (3) hour period, the employee will be paid for one minimum of three (3) hours at the overtime rate and for any additional hours worked at the overtime rate.

Notwithstanding the above, if the return to work is contiguous with the employee's scheduled work day and the employee is provided with a minimum of four (4) hours advance notice, the employee shall not be paid Call Back Pay but will be paid at the overtime rate for hours worked prior to the start of the employee's regular shift.

7.6 Court Appearances

Employees who are required to testify in court in their official capacity as a police officer within one (1) hour after their scheduled work shift, or conclude the court appearance within one (1) hour before, their scheduled work shift, that is, as an extension of his/her work shift, shall be compensated at the overtime rate for actual time worked and up to one (1) hour waiting time.

Employees who are off duty for more than one (1) hour, or on vacation, compensatory time off, or their regularly scheduled shift off, who are called back to testify in court in their official capacity as a police officer shall be compensated for a minimum of four (4) hours (each call back providing that the call back periods do not overlap) or actual hours worked in excess of four (4) hours, computed at the overtime rate of pay.

Section 8. Differentials

8.1 Special Assignment Pay

Regular Continuous Assignment

Special assignment pay shall be provided in the amount of five percent (5%) for base salary per month for the sworn personnel who are assigned to and perform in the assignments of:

- Detective (assigned to General and Special Investigations Unit) *
- School Resource Officer
- Neighborhood Resource Officer (NRO)
- Community Policing Sergeant
- Detective Sergeant (assigned to General and Special Investigations Units)
- Traffic Safety Unit Sergeant*

Only assignments noted with “” are applicable to Corporals performing those duties.

Short-Term Assignments

~~The Police department plans to exclusively utilize Police Corporals to serve as the Field Training Officer. In the event a TPOA member, excluding Police Corporal, is directed by the department to serve as the Field Training Officer, the employee shall receive special assignment pay for hours worked in the Field Training Officer assignment. Additional employees, excluding Police Corporal, assigned short term Field Training Officer duties, shall receive special assignment pay for those pay periods in which such duties are performed.~~

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K-9 and Motorcycle Assignments

The K-9 officer will provide feeding, grooming and other normal chores associated with maintaining a dog in a clean and healthy environment, in exchange for twelve (12) hours of overtime credited to him/her each month during which he/she is assigned as the K-9 officer.

The motorcycle officer or Police Corporal on a motorcycle special assignment will provide normal maintenance, washing and waxing of his/her assigned motorcycle, in exchange for eight (8) hours of overtime credited to him/her each month, during which he/she is assigned as the motorcycle officer. In

addition, the motorcycle officer or Police Corporal on a motorcycle special assignment will transport the motorcycle, during normal work hours, to "the designated vendor" for detailed maintenance and repairs as needed.

Removal from Assignment

The assignment of Officers to any of these special assignments or the removal of Officers from these special assignments shall be based on performance and at the sole discretion of the Police Chief.

8.2 Education Incentive Pay

Police Officers and Police Corporals

The City shall pay a two and one-half percent (2 1/2%) incentive on the existing salary step and range of employees who possess a POST Intermediate Certificate.

The City shall pay a five percent (5%) incentive on the existing salary step and range of employees who possess an Associates of Arts degree in Police Administration, or a related field.

The City shall pay a two and one-half percent (2 1/2%) incentive on the existing salary step and range of employees who possess a POST Advanced Certificate. Effective the first full pay period in July 2018 or the pay period after Council approves a successor MOU in open session, whichever is later, the City shall pay a three and one-half percent (3 1/2%) incentive on the existing salary step and range of employees who possess a POST Advanced Certificate.

Sergeants

The City shall pay five percent (5%) on the existing salary step and range of Sergeants who possess an Associate of Arts Degree or higher degree in Police Administration, or a related field.

The City shall pay a two and one half percent (2 1/2%) incentive on the existing salary step and range of Sergeants who possess a POST Advanced Certificate. Effective the first full pay period in July, 2018 or the pay period after Council approves a successor MOU in open session, whichever is later, the City shall pay a three and one-half percent (3 1/2%) incentive on the existing salary step and range of Sergeants who possess a POST Advanced Certificate.

The City shall pay a two and one-half percent (2 1/2%) incentive on the existing salary step and range of Sergeant who possess a POST Supervisory Certificate.

Education incentive pay will be included in the base pay rate for the calculation of overtime and holiday-in-lieu pay. Details regarding procedures for education pay are contained in the Administrative Procedures on Education Incentive Pay.

Section 9. Allowances

9.1 Uniforms – Sworn Personnel

The City shall provide a uniform allowance for new employees and an annual maintenance allowance of nine hundred dollars (\$900.00).

The City shall provide newly assigned motorcycle officers with one new helmet, one leather uniform jacket, one pair of motorcycle boots, two pairs of breeches, two pairs of safety glasses (one clear and one tinted), and one pair of leather riding gloves, in addition to the annual maintenance allowance.

The uniform allowance shall be paid on the regular payday for the pay period that includes June 30, by a separate check.

Non-Sworn Personnel

The City shall provide required uniforms to all non-sworn personnel in this unit.

9.2 Replacement/Repair of Equipment

The City shall pay for the replacement or repair of Association member's uniform and equipment damaged in the line of duty.

9.3 Equipment and Clothing Return

All City furnished equipment and clothing remains in the ownership of the City and must be returned when an employee leaves employment.

9.4 Mileage Reimbursement

An employee who is required to provide transportation for the performance of his/her job shall be compensated at a rate equal to the Internal Revenue Service (IRS) rate. Such reimbursement does not apply to commuting, to or from his/her residence, by an employee.

9.5 Education Reimbursement

An employee who completes a course of study and receives a grade of C or better may be reimbursed, with the prior approval of the Police Chief, for books, supplies and tuition only for courses taken at public colleges or universities in California, up to a maximum of \$1800.00 per fiscal year. Courses taken at any accredited colleges or universities shall be reimbursed at a cost not to exceed the cost of comparable courses offered at the University of California up to a maximum of \$1800.00 per fiscal year. Reimbursement shall be made for courses taken towards an Associate of Arts, Bachelor Degree or Master's Degree in the area of Criminal Science, Psychology, Organizational Management, Public Administration or other curriculum pre-approved by the Police Chief.

For employees who achieve a degree through an accelerated degree program, the employees shall receive reimbursement up to a maximum amount of \$7200.00. Employees who receive such reimbursement agree to remain employed with the City of Tracy for a period of five (5) years, starting on the date program enrollment begins. Failure to complete this service may result in the employee repaying the City of Tracy a prorated fee, based upon the cost of \$1800.00 per year. Employees who wish to participate in an accelerated program will sign an individual agreement with the City regarding repayment.

Mileage reimbursement shall only be provided for courses the City directs the employee to attend.

9.6 Credit for Training

The Police Chief, or his/her designee, is responsible for developing employee-training programs. Such training programs may include lecture courses, demonstrations, assignment of reading matter, or other such devices for the purpose of improving the efficiency and broadening the knowledge of municipal employees in the performance of their duties.

Participation in and successful completion of special training courses may be considered in making advancements and promotions. The Police Chief shall file evidence of such activity with the City Manager.

9.7 Bilingual Pay

Employees shall be entitled to receive, in addition to their regular compensation, an additional two percent (2%) of base pay if they meet the following criteria:

- a. Certification from the City that the employee possesses the needed language skills; and
- b. Certification from the Police Chief that a particular assignment involves the need for the required skills on a regular basis.

Qualifying languages are Spanish, American Sign Language, and any other language designated by the Police Chief as beneficial to the City.

Section 10. Holidays

10.1 Paid Holidays for Employees on Monday through Friday Work Schedules

On January 1 and July 1 of each year, or prorated thereto, regular full-time employees shall be granted a bank of fifty-two (52) hours of holiday leave. Employees shall be compensated for holiday leave hours not used during a given six (6) month period at the holiday in-Lieu pay rate. Employees assigned to a Monday through Friday schedule will be required to use eight (8) hours of holiday leave for leave on a holiday observed by the City of Tracy.

10.2 Holiday In-Lieu Pay for Employees Working in a Seven (7) Day Operation

On January 1 and July 1 of each year, or prorated thereto, regular full-time employees shall be granted a bank of fifty-two (52) hours of holiday leave. Employees shall be compensated for holiday leave hours not used during a given six (6) month period at the holiday in-Lieu pay rate. Requests for use of holidays shall be subject to Police Chief's approval.

The holiday in-Lieu pay rate shall be calculated as follows:

Annual salary (base salary + incentives) divided by 2,080 hours = Hourly Rate x 8 = Holiday-in-Lieu Pay.

Holiday in-Lieu pay will be paid on separate checks on the second regular payday in the month of June and the first regular payday in the month of December for the pay period that includes June 30 and December 15.

10.3 Proclaimed Holidays

All holidays proclaimed by the Governor of the State of California or the President of the United States shall be granted as holidays. Holiday pay will be paid on separate checks on or before the regular payday July 15 and 15th and December 15th.

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Section 11. Vacation Leave

11.1 Vacation Schedule

Employees shall be entitled to annual vacation leave prorated per pay period pay in accordance with the following schedule:

Date of employment through completion of 5th year - 96 hours per year. (4 hours per pay period).

6 - 10 years of continuous employment - 144 hours per year. (6 hours per pay period).

11 - 15 years of continuous employment - 160 hours per year. (6.67 hours per pay period).

16 years or more of continuous employment - eight (8) additional hours per year up to a maximum of twenty-eight (28) days or two hundred and twenty-four (224) hours maximum annual accrual.

11.2 Vacation Accumulation

Earned vacation time may be accumulated, but the employee shall not be allowed to have an accumulation of more than two (2) times the annual accrual credit at any time without prior approval of the City Manager.

In the event, that an employee's scheduled vacation is canceled by the City, for whatever reason, the employee will be granted an additional six (6) months from the time of such cancellation to reschedule vacation without any loss of vacation accumulation.

Employees as of April 1, 2002, who accrue vacation in excess of twenty-eight (28) days or two hundred and twenty-four (224) hours per year, are considered "grandfathered".

Any such employee shall be entitled to continue to accrue the same number of days as he/she accrues as of the date March 31, 2002, but shall not receive increased accrual levels after April 1, 2002.

11.3 Vacation Scheduling

Employees shall schedule a minimum of 80 hours of vacation annually with the approval of the Police Chief. Vacations shall be scheduled for the following year by January 15 of each calendar year. Employees, who have insufficient accrued vacation leave to take eighty (80) hours, may utilize compensatory time or may be advanced up to forty (40) hours of vacation leave upon approval of the Police Chief. Employees may not be advanced said vacation leave if the employee has sold vacation leave hours within the last year. Scheduling shall be based upon department seniority.

Any employee may request to take Vacation, which shall be by mutual agreement between employee's supervisor and the employee. The department will grant an employee request to use accumulated Vacation provided that: 1) the department can accommodate the use of Vacation on the date requested without undue disruption; 2) does not fall on a mandatory training or maximum development day listed in the Patrol Calendar (the list of maximum deployment days shall be placed on the calendar at the beginning of the shift bidding for the calendar year); and 3) the employee make the request in writing to the supervisor no later than five (5) days prior to the date requested. Undue disruptions occur when the department falls below minimum staffing for a shift, during special events when maximum staffing is required, and where the employee(s) absence would interfere with the successful operation of the department as a whole.

Representatives of the Association and the Department will meet to discuss details of the vacation selection system.

11.4 Vacation

No employee may take vacation during his/her first six months of employment. All employees shall be entitled to vacation leave upon completion of six months of employment. The vacation schedule shall be established with primary consideration for the needs of the City, but with as much regard, as possible, for the wishes of the employee. Leave may be taken only after it has been earned, subject to the above restrictions.

11.5 Vacation Pay

Upon termination, an employee shall be paid for vacation earned, but not taken, up to the maximum accrual permitted. ~~If the termination date occurs between the first and the 15th day of the month, the employee will not receive vacation credit or pay for that month. If the termination occurs between the 16th and the 30th day of the month, the employee shall be credited and paid for a full month's vacation earnings.~~

11.6 Leave Buy-Back

Association members are allowed an optional buyback of accumulated ~~vacation and compensatory bank hours~~ leave. Once per calendar year, ~~they~~ the employee may have the City buy back up to 50 percent of accumulated ~~vacation leave~~ leave, but not more than the equivalent of one year's earning rate for ~~vacation, floating holiday leave, and compensatory time off~~. The hourly rate for buy back is the annual salary, divided by the annual hours of work.

Section 12. Sick Leave

12.1 Accrual

All employees shall be eligible to accrue sick leave prorated per pay period at the rate of:

~~Ninety-six hours. Eight (8) hours of full pay sick leave leave per year for each month of service. For the purpose of this section, month of service shall mean consecutive calendar months.~~

12.2 Approval

Sick leave may be requested and used as approved by the Police Chief. Approved sick leave shall be paid until the employee's accumulated total of sick leave hours has been exhausted. At that time, the employee shall receive no further pay for sick leave.

An employee requesting sick leave should exercise reasonable diligence in notifying the on-duty supervisor prior to the time set for reporting to work. Failure to make reasonable efforts to notify the on-duty supervisor for the use of sick leave, prior to the commencement of the shift for which leave is requested, may result in loss of the sick leave privilege for the subject shift.

12.3 Usage

Sick leave may be requested only in cases of actual personal sickness or disability, medical or dental treatments, or for absences due to serious illness or injury of a member of the employee's immediate family.

Employees may utilize up to one-half (1/2) of their annual accrual of sick leave for the care of their immediate family. Immediate family is defined pursuant to California Law.

12.4 Doctor's Certificate

The City has a legitimate concern in preventing abuse of sick leave use. If the City has a reason to believe that sick leave is being abused, it may request that an absence be verified. The City's right to verify an absence includes the right to require a doctor's excuse at any time. The City may prescribe forms to be used for said verification.

The Police Chief may require a written statement from an attending physician or dentist that an employee is capable and released to return to performance of all duties of his/her position.

Nothing in this section precludes a supervisor from requiring, with cause, a health care provider's statement for an absence of three or fewer days after the first three days of paid sick leave are used in a 12-month period.

12.5 Sick Leave Pay Off

Upon death while actively employed, the employee's estate shall receive straight-time pay for all accrued sick leave. If an Association Member employee terminates or is terminated for any reason, all

accumulated sick leave shall be canceled. Such accumulated sick leave, however, shall be credited to such employee if he/she returns to City employment within two (2) years of such termination.

12.6 Sick Leave Conversion at Retirement

An employee who retires with at least ten (10) years of service may elect to convert all accrued sick leave to a medical insurance bank. The value of the medical insurance bank shall be determined by multiplying the number of accrued sick leave hours by the employee's hourly rate of pay including incentives. The retired employee and his/her dependents shall be entitled to continued group health insurance coverage, dental and/or vision coverage currently in effect, with premiums for such coverage being deducted from the medical insurance bank until said bank is exhausted. Thereafter, the employee and his/her dependents may continue to participate in the City's group health plan, at group rates, provided the City receives the employee's payment for the premium by the 10th of each month for the following month's coverage.

Terms of the Policy Agreement with the City's insurance carrier regarding coverage and eligibility shall apply to the employee and his/her dependents.

12.7 Catastrophic Leave Program

Members of the Association shall be covered by, and eligible to participate in, the City's Catastrophic Leave Program. The Program is described in detail in Personnel Rule 17.8.

Section 13. Workers' Compensation

An employee receiving disability payments under Workers' Compensation Laws shall be entitled to industrial accident leave in accordance with state laws and employment status.

Section 14. Long Term Disability

The City of Tracy will provide PORAC Long Term Disability at \$19.50 to all members of the Tracy Police Officers Association. These members must be actively working and members of PORAC. Any additional costs will be deducted from the employee's checks on an after tax basis.

Non-Sworn Personnel

Participation in the City's STD insurance plan is mandatory. The City shall deduct .83% of the employee's earnings, prior to applying taxes, each pay period to pay the minimums for this plan.

Short Term Disability Insurance payments are available to employees who cannot work because of sickness or non-work related injury. STD payments shall be integrated with accumulated sick and vacation leave balances unless the employee elects in writing, at the time of disability, to retain STD payments and receive no supplemental income (paid leave) from the City.

To the extent accumulated sick leave or vacation leave are available, the employee will continue to receive normal paychecks. Payments received from the insurance carrier shall be turned in to the City. When such checks are received by the City, a portion of the employee's next paycheck, equal to the

amount turned in, shall be recorded as nontaxable pay and sick leave shall be charged only for the amount of the City's share of the paycheck.

In no case may an employee receive more income than the amount of their normal pay. Employees must turn in checks received from the insurance carrier for the City, unless the employee elected in writing at the time of disability, of the employee's choice not to receive paid leave.

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Section 15. Leaves of Absence

15.1 Approved Absence Without Pay

Upon written request, the City Manager may grant an employee a leave of absence without pay for a definite period not to exceed one (1) year. Failure on the part of the employee absent without pay to return to duty within twenty-four (24) hours after notice of return may be cause for discharge.

A leave of absence without pay, up to three (3) days can be approved by the Police Chief.

The City may pay health benefits, for up to sixty (60) days, for employees on approved leave of absence without pay as a result of illness or injury in accordance with applicable laws.

15.2 Bereavement Leave

In the event of a death in the immediate family of an employee, absence, not to exceed five (5) working days, shall be allowed. The employee may, with his/her department head's permission, use vacation, sick leave, or compensatory time, if additional leave is required. Such permission shall not be unreasonably refused.

In the event of the death of a relative, not a member of the immediate family, absence from duty shall not be allowed to exceed one (1) day. Such absences shall not be charged to sick leave. Leave begins on the day of the funeral.

The immediate family of an employee is defined as: Parents, step-parents, parents-in-law, spouse, child, step-child, brother, sister, grandparents; grandchildren, brother/sister in-law son/daughter-in-law, or legal guardian or a person who is at least fifty percent (50%) dependent on an employee.

15.3 Military Leave

- (a) Military leave shall be granted in accordance with provisions of State and Federal laws. For purposes of this section, "military duty" applies to both "active" and "inactive" military duty. Employees who are ordered to active military duty shall provide the City with a copy of the Orders. Employees who are required to engage in weeknight or weekend military drills as part of their inactive military duty, shall provide the City with documentation of the requirement. All employees entitled to military leave shall give the department head an opportunity, within the limits of military regulations, to determine when such leave shall be granted. An employee on military leave of absence who has been an employee of the City for not less than one year shall be entitled to receive City salary for the first 30 calendar days of such absence. Pay for such purposes shall not exceed 30 days in any one fiscal year.

- (b) An employee returning from military duty shall be entitled to appointment to the same or a corresponding position with full salary and benefits, including within-class-pay step increases as would have been received had the employee remained for that period of time in active service with the City. Application to the City must be made within six months of discharge. An employee returning to employment following military leave shall not be discharged without cause within one year after reinstatement.
- (c) A person employed by the City to fill a position made vacant by an employee on military leave of absence, shall hold the position, subject to being laid off upon reinstatement of said employee to his/her former position. An employee promoted to fill a position made vacant by an employee on military leave, shall hold such position, subject to being reinstated to his/her former position upon return of the employee.

15.4 Maternity Leave

Maternity leave shall be granted in accordance with applicable state and federal laws. A request for maternity leave must be submitted to the City Manager no later than the end of the sixth month of pregnancy.

The City agrees to provide temporary transfer for a pregnant employee to a less strenuous or hazardous position for the duration of the pregnancy: (1) if the employee requests such a transfer and (2) submits verification from her doctor that such reassignment is medically advisable. The type of duty shall be at the discretion of the City and where the transfer can be reasonably accommodated. The City reserves the right to assign the employee to other duties within the City as may be available or as needed.

The City agrees to comply with the provisions of the Family Medical Leave Act and California Family Rights Act.

15.5 Family and Medical Leave Act

The parties acknowledge the applicability of the Family and Medical Leave Act and intend to apply and implement this M.O.U. so as to comply with the Act.

15.6 Jury Duty

All employees shall be entitled to leaves of absence for a reasonable time necessary to appear as a witness in court, other than as a litigant, pursuant to a lawful subpoena, to serve on a jury, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee. Such leaves of absence shall be granted, with pay, up to the amount of the difference of the employee's regular earnings and any amount he/she receives for jury or witness fees, with the exception of any mileage allowance, which shall be retained by the employee.

Such leaves of absence shall not be charged against the employee's sick leave or vacation leave.

15.7 Voting Leave

Employees shall be granted sufficient time to vote during municipal, primary, and general elections.

Section 16. Health Insurance

16.1 Medical

16.1.1 Plans Provided

The City offers medical insurance through Kaiser and Health Net. During the term of this Agreement the City reserves the right to change medical providers and the parties shall meet and confer regarding any such change.

16.1.2 New Employees

New employees hired on or after September 1, 2006 shall be required to select a medical plan for at least the employee and are not eligible for cash benefits except as may be required by provisions of the IRS regulations covering Flexible Benefits plans.

16.2 Dental

The City shall offer dental insurance coverage for full-time employees and their eligible dependents through the existing providers.

16.3 Vision Care

The City shall offer vision care benefits for full-time employees and their eligible dependents through the existing providers.

16.4 Life Insurance

The City provides Life Insurance in the amount of Fifty Thousand Dollar (\$50,000). This coverage will be mandatory for all TPOA employees. The City will fully pay the premium by adding the actual cost of the premium to the amount provided in the Cafeteria Plan each month.

16.5 Cafeteria Plan

16.5.1 City Contribution

The City shall maintain an account for each full-time employee in regular or probationary status within the City's Cafeteria Plan. The City shall make monthly payments of no more than the annual maximum amount for the employee's benefit level, either family, employee plus one, or employee only to each employee's account.

16.5.2 Future Contributions and Cash Out Options

For employees hired before September 1, 2006, the maximum cash payment shall be set at Nine Hundred and Forty-Three Dollars (\$943.00) per month for employees who do not elect a medical plan. For employees hired on or after September 1, 2006, each employee shall be required to select a medical plan and the cash payment shall be limited to the minimum required by law (if any).

If premiums increase in the plans to which City employees subscribe effective January 1, 2016 and each January thereafter during the term of this Agreement, the City will increase the City's monthly contribution for employees by 75% of the average of the dollar increase of the family HMO plan premiums for employees electing family coverage.

Example: "If the Kaiser Family Plan monthly increase is \$100 and the Health Net Family Plan monthly increase is \$125 per month, the average dollar amount for the two plans would be \$112.50. The City's increase contribution will be \$84.38 per month (75% of the premium increase).

For employees who elect two-party or single coverage, the City will also increase the City's contribution to the Cafeteria Plan. The increase shall be limited to the amount necessary to fully cover the plan selected up to a maximum of the dollar amount allocated to employees who elect family coverage. There shall be no increase for employees who do not elect health insurance coverage.

In the event the above listed amounts are insufficient to fully pay the premiums required of employees enrolled in any one of the medical insurance plans, the City shall make a payroll deduction from the employee's pay to cover the difference in cost.

16.5.3 Approved Account Uses

The monies in an employee's account shall be used for one or more of the following purposes only: (1) payment of premium charges for the medical insurance program in which the employee is enrolled, (2) payment of premium charges for the dental insurance program in which the employee is enrolled, (3) payment of premium charges for the vision insurance program in which the employee is enrolled, (4) payment of premium charges for life insurance (mandatory).

Each employee shall provide the Personnel Officer or Human Resources designee in writing on a form provided, and at times designated by the City each year all information necessary to administer the Cafeteria Plan during the twelve month period beginning the first day of each plan benefit year. Thereafter, no changes to designations so made will be allowed until the following open enrollment period without a qualifying event.

16.5.4 Notification of Changes in Number of Dependents

Each employee shall be responsible for providing immediate written notification to the Personnel Officer or Human Resources designee of any change to the number of his/her dependents which affects the amount of the City payment on behalf of the employee. Changes in Cafeteria Plan payments required because of a change in an employee's number of dependents shall take effect at the start of the first pay period in the month following the

month in which advice from the employee is received by the Personnel Officer or Human Resource Designee. No retroactive payments shall be allowed.

16.5.5 Continuance of Flexible Benefits Plan (IRS Section 125)

The City has implemented an Internal Revenue Code Section 125 Plan to redirect employees' pre-selected amount of base salary to pay employee paid insurance premiums and other approved expenses. The City will not treat these monies as compensation subject to income tax withholding unless the Internal Revenue Service or the Franchise Tax Board indicates that such contributions are taxable income subject to withholding. Each employee shall be solely and personally responsible for any federal, state or local tax liabilities of the employee that may arise out of the implementation of this section or any penalty that may be imposed therefore.

Section 17. Probationary Period

17.1 Purpose

All new and promoted employees shall serve a probationary period. The probationary period shall be considered the last portion of the selection process. Its purpose is to allow the City Manager or, under his/her direction, the Police Chief, to observe and appraise the conduct, performance, attitude, adaptability and job knowledge of new or promoted employees and to determine whether the employee is fully qualified for the position.

17.2 Initial Probation

The probationary period for new employees with no prior police work experience shall be eighteen (18) months from the first day of the pay period following successful completion of Police Academy training. Eligibility for a merit increase, from Step A to Step B, will occur after twelve (12) months.

The probationary period for new employees with acceptable prior police work experience shall be one (1) year. The Police Chief may extend the probationary period in increments of up to a maximum of six months.

The Police Chief may extend the probationary period in cases of paid medical or workers' compensation leave up to the remaining period left towards completing the original probationary period

An employee who is in a probationary status may be rejected without cause.

17.3 Promotional Probation

The probationary period for promoted employees shall be six (6) months.

An employee, who has gained regular status and, thereafter, accepts a promotion, may be rejected during the probationary period without cause. Said employee shall retain all other rights of a regular employee in the classification held prior to promotion. Those rights can only be affected for cause.

The Police Chief may extend the probationary period in three-month increments, not to exceed one (1) year, if he/she feels additional time is necessary to adequately evaluate the employee.

17.4 Probationary Reports

A performance report of each probationary employee shall be completed. The Police Chief will conduct the report at regular intervals during the probationary period according to rules established by the City Manager.

Section 18. Miscellaneous Personnel Actions

18.1 Vacancies in the Classified Service

All vacancies in higher positions in the classified service shall be filled by promotion from within if the following conditions are met:

- a) The City Manager determines that the best interests of the City will be served by promoting from within.
- b) The person to be promoted meets the minimum qualifications of the promotional position.
- c) Any promotional examination shall comply with the City, state and federal rules and regulations governing competitive examinations.

18.2 Vacancies in City Service

All vacancies in the City's service shall be filled by restoration, promotion, transfer, demotion, reinstatement, or by appointment from an employment list. When employment lists are used to fill vacancies, they shall be used in the following order:

- a) By appointment of eligible candidates from re-employment lists;
- b) By appointment of eligible candidates from promotional lists;
- c) By appointment of eligible candidates from an open eligibility list;

Provided, however, when the City Manager deems it necessary, individuals on a lateral entry employment list may be considered for appointment.

The number of eligible candidates on a promotional list shall exceed by two (2) the number of vacancies to be filled. If there are insufficient available eligible candidates on a promotional list, enough available eligible candidates shall be certified simultaneously from the promotional and eligible list to assure that the number eligible exceeds by two (2) the number of vacancies to be filled.

Promotional examinations scheduled by the City during an employee's regular working hours may be taken without loss of compensation.

18.3 Transfer

An employee may be transferred from one position to another position in the same or comparable classification upon approval of the Police Chief.

18.4 Demotion

The City Manager may demote an employee who so requests it, or whose ability to perform his/her required duties falls below standard, or for disciplinary purposes. No employee shall be demoted to a class for which he/she does not possess the minimum qualifications.

18.5 Suspension

The Police Chief may suspend an employee, without pay, from his/her position in accordance with disciplinary procedures indicated in Section 21.6. Suspension without pay shall not exceed thirty (30) calendar days. However, notwithstanding this 30-day limit, suspensions of more than 30 days may be imposed as part of an agreement between the City and the employee and/or employee's representative. Such agreement shall not be precedent setting on either party.

18.6 Reduction in Pay

The Police Chief may reduce the pay of an employee, in accordance with disciplinary procedures indicated in Section 21.6. Reduction in pay shall not exceed the equivalent of thirty (30) calendar days without pay, in a 12-month period. However, notwithstanding this 30-day limit, reductions of pay of more than 30 days may be imposed as part of an agreement between the City and the employee and/or employee's representative. Such agreement shall not be precedent setting on either party.

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Section 19. Layoff and Recall

Permanent employees may be laid off, without prejudice, due to lack of funds or curtailment of work. No permanent employee, however, may be separated while there are temporary employees serving in the same or allied class or position in the City service, unless that employee has been offered the temporary work.

When the Police Chief is instructed by the City Manager to reduce the number of employees, layoff shall be made in accordance with the following rules below, (a) through (e) inclusive:

- (a) Layoffs shall be by classification seniority within the Tracy POA. For example, in the event a Sergeant position is eliminated, the most junior Sergeant would bump back to the previous classification that he/she held permanently, unless a vacancy exists in the next lower classification, in which case the Sergeant shall bump to Corporal.
- (b) The employee to be laid off may displace the least senior employee in the lateral or next lower classification in which he/she previously held permanent status, provided the displaced employee has less seniority in the classification.
- (c) An employee may demote or transfer to a vacant position in a classification for which he/she possesses the necessary skills, as determined by the minimum qualifications and job specifications for the position.

- (d) The name of each laid off employee shall be entered, in order of seniority, on a Re-employment list for two (2) years.
- (e) A former employee appointed from a Re-employment list shall have restored all rights accrued prior to being laid off, such as sick leave, vacation credits, and credit for years of service. However, such recalled employee shall not be eligible for benefits for which he/she received compensation at the time of, or subsequent to the date he/she was laid off.

Section 20. Separation from Service

20.1 Resignation

An employee wishing to resign from employment shall file, with the Police Chief, a notice of intention to leave at least two (2) weeks in advance.

20.2 Reinstatement

An employee, in good standing, who has resigned may request a reinstatement and the City Manager may reinstate such employee to a vacant position, if the City Manager determines reinstatement will be in the best interest of the City.

Following a one (1) year period after resignation, the City Manager may request such employee to submit to a physical examination and may require the employee to serve a new probationary period.

20.3 Termination Interview

Employees terminating City employment, for whatever reason, shall be interviewed by their immediate supervisor who shall advise the employee of both his/her and the City's rights, under the terms of resignation, and shall ascertain the reasons for termination of employment.

20.4 Discharge

An employee may be discharged at any time by the Police Chief and/or City Manager for cause. Whenever it is the intention of the Police Chief to discharge an employee in the competitive service, the City Manager shall be notified and his/her prior approval obtained.

Section 21. Employee Conduct and Discipline

21.1 Personal Conduct

Employees are required at all times to conduct themselves in such a manner as to reflect no discredit upon the City of Tracy.

21.2 Financial Affairs

Employees shall so arrange their personal financial affairs that creditors and collection agencies will not have to make use of the Offices of the City Manager or the Police Chief, for the purpose of making collections.

21.3 Outside Employment

Employees may not carry on, concurrently with their public service, any private business, public office, employment or undertaking, attention to which affects the time or quality of their work, or which creates a conflict of interest with their City employment. Employees must annually obtain the approval of the Police Chief for any outside employment.

21.4 Private Use of City Equipment

No City facility or equipment shall be put to any private use without the permission of the City Manager.

21.5 Disciplinary Action

This section shall apply to the following disciplinary actions:

Oral Reprimand
Written Reprimand
Suspension
Demotion
Temporary Reduction in Pay
Discharge

21.6 Causes for Disciplinary Action

Disciplinary actions may be imposed upon any permanent employee for cause. The following shall constitute cause for disciplinary action against an employee:

- (a) Fraud in securing employment
- (b) Incompetence
- (c) Inefficiency
- (d) Inexcusable neglect of duty
- (e) Insubordination
- (f) Dishonesty
- (g) Being under the influence of alcohol or controlled substance while on duty
- (h) Inexcusable absence without leave
- (i) Conviction of a felony or conviction of a misdemeanor involving moral turpitude. A plea, or verdict of guilty, or conviction following a plea of nolo contendere, to a charge of a felony, or any offense involving moral turpitude is deemed to be a conviction within the meaning of this section
- (j) Discourteous treatment of the public or other employees
- (k) Misuse of City property
- (l) Violation of any established City or departmental rule, regulation, policy, and/or manual
- (m) Unlawful discrimination or retaliation, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical disability, marital status,

sex/gender (including pregnancy, childbirth or related medical conditions), gender identity, gender expression, genetic information, sexual orientation or age, military or veteran status against the public or other employees while acting in the capacity of a City employee.

21.7 Manner of Reprimand

If the City has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

21.8 Alternative Days

An employee being suspended may use up to fifteen (15) days' vacation or compensatory time in lieu of leave without pay upon the recommendation of the Police Chief and approval of the City Manager.

21.9 Personnel/Internal Affairs Files

An employee and/or ~~his/her representative~~their representative, if authorized in writing, shall be permitted to examine ~~and/or receive a copy of~~ the entire contents of ~~his/her personnel~~their personnel file during regular business hours of the ~~Human Resources~~Administrative Offices of the City or Police Department ~~responsible for collecting and retaining these documents.~~ "Personnel File" is defined by California Penal Code Section 832.8.

No material, which relates to the employee's conduct, attitude, work performance, or service, shall be included in his/her personnel file without being signed and dated by the author of such material. Before such material is placed in the employee's file, the department head, or designee, shall provide the employee the opportunity to review the material and sign and date it. The employee shall have the right to insert in his/her personnel file, supplementary material and a written response within thirty (30) days of the employer inserting an item in the file. Such response shall remain attached to the material it supplements for as long as the material remains in the file.

The above provisions shall not apply to files involving a criminal investigation of any employee, which requires confidentiality. However, no portion of any file material deemed to be confidential, shall be used in any disciplinary action until the affected employee has been afforded the opportunity to review such confidential material and respond in writing in accordance with the above provisions.

Citizen complaints, reports and findings which are at least five years old shall be purged except where there is litigation pending involving the complaint, pursuant to Sections 832.5, 832.7 and 832.8 of the California Penal Code.

Section 22. Grievance Procedure

22.1 Definition

A grievance is any dispute, which involves the interpretation or application of any provision of this Agreement excluding, however, those provisions of this Agreement, which specifically provide that the

decision of any City official shall be final, the interpretation or application of those provisions not being subject to the grievance procedure.

22.2 Procedure

Grievances shall be processed in the following manner:

- (1) Any employee who believes that he/she has a grievance may discuss his/her complaint with such departmental management official as the department director may designate. Grievances shall be presented within thirty (30) calendar days of the incident or knowledge of the incident, which gave rise to the grievance. If the issue is not resolved within the department, or if the employee elects to submit his/her grievance directly to the Association, the procedures hereinafter specified may be invoked.
- (2) Any grievance, not been resolved by the procedure above, may be referred to the City Manager by the complainant or by the Police Chief. Such referral shall be in writing, detailing the specific issues involved in the referral, together with a statement of the resolution desired. The City Manager shall designate a personal representative, who is not the Police Chief, to investigate the merits of the complaint, to meet with the complainant and, if the complainant is not in the Association, to meet also with the officials of the Association, and to settle the grievance, or to make recommendations to the City Manager. The decision of the City Manager regarding appeals of oral reprimands shall be final and not subject to appeal to Step (3).
- (3) If the parties are unable to reach a mutually satisfactory accord on any grievance other than grievances concerning an oral reprimand, either the Association or the City may require that the grievance be referred to an impartial arbitrator.

The parties may mutually agree upon the selection of the arbitrator or jointly request the State of California Conciliation Service to provide a list of seven (7) persons qualified to act as arbitrators. The parties shall then meet to select the arbitrator. The right to strike the first name shall be determined by lot and the parties shall alternately strike one name from the list until only one (1) name remains, and that person shall be the arbitrator.

The fees and expenses of an arbitrator, and of a Court reporter, shall be equally shared by the Association and the City. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any.

- (4) The decision of an arbitrator on matters properly before them shall be final and binding on the parties hereto, to the extent permitted by the laws governing General Law Cities in the State of California.

No arbitrator shall entertain, hear, decide or make recommendations on any dispute, unless such dispute involves a position in a unit represented by the Association and unless such dispute falls within the definition of a grievance as set forth in Section 22.

22.3 No Change to Memorandum

Proposals to add to or change this Agreement, or written agreements or addenda supplementary hereto shall not be subject to arbitration. No proposals to modify, amend, or terminate this Agreement, nor any matter or subject arising out of or in connection with such proposal, may be referred to under this Section. No arbitrator shall have the power to amend or modify this Agreement, or written agreements, or addenda supplementary hereto, or to establish any new terms or conditions of employment.

22.4 Demotion, Suspension and Dismissal Grievances

No grievance involving demotion, suspension, or dismissal of an employee will be entertained unless it is filed in writing with the City Manager within ten (10) calendar days of the time at which the affected employee was notified of such action.

When the City Manager and Association, in pursuit of Section 22.2 (2) above, settles a grievance, which involves suspension or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time. In the event the dispute is referred to arbitration, and the employee is found to have been properly discharged, under the provisions of Section 21.6, the employee may not be ordered reinstated and no penalty may be assessed upon the City.

22.5 Compensation Complaints

All complaints involving or concerning the payment of compensation shall be initially filed in writing with the City Manager. Only complaints, which allege that an employee is not being compensated in accordance with the provisions of this Agreement, shall be considered as grievances. Any other matters of compensation are to be resolved in the meet and confer process and, if not detailed in the Agreement which results from such meet and confer process, shall be deemed withdrawn until the meet and confer process is next opened for such discussion. No adjustment shall be retroactive for more than sixty (60) days from the date upon which the complaint was filed.

22.6 Mutual Agreement on Changes

No changes in the Agreement or interpretations thereof (except—interpretations resulting from arbitration proceedings hereunder) will be recognized unless agreed to by the City Manager and the Association President.

22.7 No Strike

The Association, its members and representatives agree that during the term of this Agreement, it and they will not engage in, authorize, sanction, or support any strike, slow down, stoppage of work, curtailment of production, concerted refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound) or to perform customary duties; and neither the Association nor any representatives thereof shall engage in job actions for the purpose of effecting changes in the directives, or decisions, or management of the City, nor to effect a change of personnel, or operations of management, or of employees not covered by this Agreement.

Section 23. City Rights

(a) The City of Tracy retains the exclusive right, among others, in accordance with and subject to applicable laws, civil service and other regulations, and the provisions of this Agreement, including, but not limited to the following:

- (1) To direct employees.
- (2) To hire, promote, transfer and assign employees in positions not inconsistent with applicable classifications and/or job specifications.
- (3) To dismiss employees because of lack of work or for other just cause.
- (4) To reprimand, demote, suspend, discharge or otherwise to discipline employees for proper cause or for violation of the City's Rules and Regulations.
- (5) To determine the mission of such employees, the budget, the organization, the number of employees and the methods and technology of performing their work.
- (6) To take whatever additional action may be necessary in order to carry out and direct the employees' mission in situations of emergency.
- (7) To review, revise and/or establish job duties, workloads and workload standards as necessary during the term of this Memorandum.
- (8) The City agrees, to the extent required by Government Code Sections 3500, et seq., to meet and confer, upon request, with unit representatives concerning the practical consequences or impact upon the bargaining unit or bargaining unit members of any management decisions modifying or changing wages, hours and working conditions; provided that the City's duty to meet and confer hereunder shall require it to delay implementation of such management decisions for no more than thirty (30) days from the date it notifies, in writing, the Association of its proposed action (measured from date of mailing by certified mail). Nothing above shall allow the City to violate any provision of this Agreement, and Association shall have the right to grieve any such violation as provided in Section 22.

Section 24. General Provisions

24.1 Safety

The City shall provide and maintain safe working conditions, and the Association will cooperate to that end. Employees shall work in a safe manner.

No employee shall be required to work in an area where conditions exist that are unsafe or detrimental to health without adequate and proper protective clothing and/or equipment.

The City shall continue to supply employees with all safety equipment required by the City and/or Cal OSHA. Such equipment shall include but is not limited to firearms, holsters, leather goods, radios,

flashlights, and soft body armor. All employees furnished such equipment shall use the equipment and their use shall only be for the purposes and uses specified under applicable safety rules and regulations.

24.2 Modified Duty Assignments

The City will endeavor to provide modified duty assignments, in a nondiscriminatory, manner to employees injured on the job; provided, however, that employees injured on-duty shall be given preference, for available modified duty assignments, before employees injured off the job. Such assignments shall be based upon the needs of the department and shall be within the medical limits set by the employee's treating physician.

The City will endeavor, where possible, to place an injured employee on modified duty assignments comparable to his/her regular duty assignments, preferably within his/her regular division.

24.3 Definition of Seniority

For purposes of this Agreement, seniority shall be defined as:

- a. **Classification Seniority** - Seniority accruing from continuous service from date of appointment to classification.
- b. **Seniority upon promotion** – in the event that there are multiple promotions to the same classification, seniority in classification will be determined as follows:
 - 1. Promotional date – multiple promotions on the same date then by,
 - 2. Total Sworn City service
 - 3. Blocking on City Established Eligibility List – if multiple in same block then by:
- c. **Department Seniority** - Seniority accruing from continuous service within the Department from date of appointment.
- d. **City Seniority** - Seniority accruing from continuous service within the City.
- e. Seniority shall not be affected by authorized paid leave of absence.

24.4 Americans with Disabilities Act (ADA)

The City and the Association recognize that the City has an obligation under law to meet with an individual employee who alleges a need for reasonable accommodation in the workplace because of a disability. If by reason of the aforesaid requirement, the City finds it necessary to comply with the ADA by setting aside any provision of this Agreement in order to provide reasonable accommodation to an individual employee, such action by the City shall not be subject to the grievance procedure set forth in Section 22 of this Agreement. The Association will be advised of proposed accommodations, prior to implementation by the City.

Any accommodation provided to an individual employee pursuant to the provisions of this Section shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the arbitration of a grievance filed by either party.

Section 25. Modification

There will be no alteration or modification of any provision contained in this Memorandum without its written consent of all parties hereto.

Section 26. Total Agreement

This Agreement constitutes a full and complete agreement by the parties and contains all of the matters upon which the parties reached agreement. Any matter not contained in this Agreement has not been agreed upon and, if raised in negotiations, was dropped by the party raising it as part of a good faith attempt to reach agreement.

Section 27. Separability of Provisions

Should any section, clause or provision of this Agreement be declared illegal by final judgment of a court of competent jurisdiction, invalidation of such section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this Agreement. In the event of such invalidation, the parties agree to meet and confer concerning substitute provisions for provisions rendered or declared illegal.

Section 28. Event of Conflict

This Agreement shall supersede any prior Agreement, rules or regulations in direct conflict with the provisions hereof.

APPROVED AND ACCEPTED:

TRACY POLICE OFFICERS
ASSOCIATION (TPOA)

By _____
Sean Howell,
Labor Consultant, Mastagni Law

By _____
Nick Heaney, TPOA President

Dated _____

CITY OF TRACY ("CITY")

By _____
Jennifer D. Haruyama, City Manager

Dated _____

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF TRACY

AND

THE TRACY MID-MANAGERS
BARGAINING UNIT
(TMMBU)

July 1, 202118 through June 30, 202321



Think Inside the Triangle®

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(209) 831-6150

www.cityoftracy.org/tracy.ca.us

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TRACY MID-MANAGERS BARGAINING UNIT (TMMBU)
July 1, 2021 through June 30, 2022

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CITY OF TRACY
TRACY MID-MANAGERS BARGAINING UNIT (TMMBU)
MEMORANDUM OF UNDERSTANDING
July 1, 2021~~18~~ – June 30, 2023~~24~~

Tracy Mid-Managers Bargaining Unit and representatives of the City of Tracy have met and conferred in good faith regarding wages, hours and other terms and conditions of employment, have freely exchanged information, opinions and proposals, and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding, hereinafter referred to as "The Agreement," is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500, et. seq.) and has been jointly prepared by the parties.

This Agreement shall be presented to the City Council as the joint recommendations of the undersigned for salary and employee benefit adjustments for the period commencing July 1, ~~2018~~
2021 and ending June 30, ~~2021~~2023.

Section 1. Recognition

1.1 Tracy Mid-Managers Bargaining Unit Recognition

Tracy Mid-Managers Bargaining Unit, hereinafter referred to as the "TMMBU," is recognized as the exclusive representative as provided in the City's Employer-Employee Relations Resolution for all employees assigned to the classifications set forth in Exhibit A.

1.2 City Recognition

The City Manager or, where the authority has been delegated by the City Manager, the City Manager's representative, is the representative of the City of Tracy, hereinafter referred to as the "City."

Section 2. No Discrimination

The City agrees not to discriminate against any employee because of membership in the TMMBU or because of any activities on behalf of the TMMBU. TMMBU activities shall not interfere with the normal operation of the City. Neither the City nor the TMMBU shall discriminate for or against any employee or applicant for employment on account of race, color, creed, national origin, age, marital status, sex/gender (including pregnancy, childbirth or related medical conditions), gender identity, gender expression, genetic information, sexual orientation, physical disability, or mental disability which does not prevent an employee from meeting the minimum standards established, military or veteran status.

Section 3. TMMBU Security

3.1 Maintenance of Membership

Employees in representative classifications referred to in Exhibit A hereof who are members of the TMMBU on the date upon which this Agreement is executed or who become members of the TMMBU during the term of this Agreement shall remain members during the term of this Agreement and while

in City employment in a job classification represented by the TMMBU, except that such employees may withdraw from membership pursuant to Section 3.3.

3.2 TMMBU Dues

The TMMBU shall be entitled to have the regular dues of its members deducted from their paychecks in accordance with the procedures set forth herein.

~~Employees shall be entitled to have dues deducted by filling out, signing, and filing with the City, an authorization form provided by the City~~

~~To the extent required by Government Code Sections 1157.3 and 1157.12, the City shall honor employees' voluntary authorizations for Association dues deductions from employee salaries or wages. In making such authorized dues deductions, the City shall rely on written certification from the Association confirming that the Association has and will maintain authorizations signed by each individual employee from whose salary or wages the deduction is to be made that the individual affirmatively consents to the dues deduction in a manner that meets the requirements of state and federal law, including but not limited to applicable provisions of Government Code Sections 1150-1157.12 and the First Amendment of the United States Constitution. After providing the required certification, the Association shall not be required to provide a copy of individual authorizations to the City unless a dispute arises about the existence or terms of the authorization.~~

~~The City shall direct employee requests to cancel or change dues deductions to the Association. To the extent required by law, the City will rely on information provided by the Association in writing regarding whether dues deductions were properly cancelled or changed. Any requests from the Association that the City change dues deductions shall include a certification that the changes are requested with the affirmative consent of the individual employee(s) and otherwise comply with all requirements of state and federal law.~~

The employee's earnings must be regularly sufficient, after other legal and required deductions are made, to cover the amount of the dues check-off authorized. When an employee, in good standing of the TMMBU, is in a non-pay status, for the pay period when his dues would normally be withheld, no dues deduction will be made from future earnings to cover that withholding; nor will the employee deposit the amount with the City which would have been withheld if the employee had been in a pay status during that period. In the case of an employee who is in a non-pay status during only a part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over ~~TMMBU Association dues~~.

Dues withheld by the City ~~based on the provisions of this Section~~ shall be transmitted monthly to the party designated in writing by the ~~employee organization Association~~ as the party authorized to receive the funds, at the address specified.

~~The Association shall indemnify, defend, and hold the City harmless against any claims made and/or any suit instituted against the City which may arise as a result of the application of this Section, including but not limited to Association dues deductions or changes to such dues deductions. Any amounts paid in error shall be adjusted in subsequent payment.~~

3.3 Revocation of Authorization

Any employee desiring to revoke his/her TMMBU membership and authorization for TMMBU dues may do so in the 60-day period before the expiration of this Agreement. Said employee shall forward a written request to the Employee Relations Officer or designee setting forth his/her desire to revoke said membership and dues authorization. The Employee Relations Officer or designee shall promptly forward a copy of said request to the TMMBU. No authorization shall be revoked for a period of two semi-monthly pay periods following transmittal of said request to the TMMBU.

3.4 Hold Harmless

TMMBU shall indemnify and hold the City and the Employee Relations Officer or designee harmless from any and all claims, demands, suits, or any other action arising from the maintenance of membership dues deductions.

3.5 Use of City Facilities and Bulletin Boards

The TMMBU may, with the prior approval of the City Manager or designee, use City facilities during non-work hours for meetings of City employees, provided space is available.

The use of City equipment normally used in the conduct of business meetings, such as desks, chairs, and blackboards, will be made available to the TMMBU.

The TMMBU may use portions of City bulletin boards under the following conditions:

Copies of materials must be sent to the department or division head in charge of the department bulletin board.

All materials must be dated and must identify the organization that published them.

The City reserves the right to determine where bulletin boards shall be placed.

Section 4. TMMBU Representatives

4.1 Attendance at Meetings by Employees

Any bargaining unit member, who is directed to attend a meeting at which one of the issues is the proposed discipline of said employee, shall be entitled to TMMBU representation at such meeting provided, however, such representation shall include no more than one City employee in addition to the employee being disciplined. The limitation of this Section shall apply to employees on paid release time and not to TMMBU staff or witnesses who may be necessary to the meeting.

4.2 TMMBU Representatives

The TMMBU may appoint a reasonable number of representatives. Grievances which may arise and which cannot be adjusted on the job shall be reported to the TMMBU by the representative, provided, however, in no event shall the representative or the TMMBU order any changes, and no changes shall be made except with the consent of the City.

If an aggrieved employee desires the assistance of a bargaining unit representative as provided in the grievance procedure, the City shall afford said representative reasonable time off during work hours

without loss of compensation or other benefits to investigate and take up said grievance. The representative shall obtain the approval of the department head, or designee, before leaving his/her duties or work assignment for the purpose of investigating and/or processing a grievance. Such approval shall not be unreasonably denied.

4.3 Access to Work Locations

Reasonable access to employee work locations shall be granted to officers of the TMMBU and officially designated representatives, for the purpose of contacting members of the bargaining unit concerning business within the scope of representation. Such officers or representatives shall not enter any work location without the consent of the Department Head or the Personnel Officer. Such consent shall not be unreasonably denied. Access shall be restricted so as not to interfere with the normal operations of the department or with established or security requirements.

Solicitation of membership and activities concerned with the internal management of an employee organization, such as collecting dues, holding membership meetings, campaigning for office, conducting elections or distributing literature, shall not be conducted during on-duty hours.

The TMMBU shall designate in writing to the Personnel Officer, the names of the representatives referenced above.

4.4 Access to Personnel Files

An employee, or upon presentation of written authorization from the employee, an employee's representative, shall have access to the employee's personnel file upon request. No written reprimand or performance evaluation shall be placed in an employee's personnel file until that employee has seen and has had opportunity to review the document.

4.5 List of Employees

Twice a year, the City shall furnish the TMMBU with the names, classifications and date of hire of employees assigned to classifications in the bargaining unit; however, the City shall not be required to provide such information in any format other than one already used by the City.

4.6 Advance Notice

Except in cases of emergency, TMMBU shall be given reasonable advance written notice of any ordinance, resolution, rule or regulation proposed to be adopted by the City and directly relating to matters within the scope of representation and shall be given the opportunity to meet with City management representatives prior to adoption.

Section 5. Salary

5.1 Salary Plan – Cost of Living Adjustments

Effective the first full pay period in July 2018-2021 or upon approval by the City Council, whichever is latest, salary ranges for classifications in this unit shall be increased by four percent (4%)-3%.

Effective the first full pay period in July 20192022, salary ranges for classifications in this unit shall be increased by four percent (4%)3%.

Effective the first full pay period in July 2020, salary ranges for classifications in this unit shall be increased by four percent (4%).

5.1.1 One Time Payments

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Effective the beginning of the first full pay period following ratification of this agreement by TMMBU and adoption by the City Council, classifications in this unit shall receive the equivalent of two percent (2%) annual salary (non-PERSable) one-time lump sum payment.

5.2 Market/Equity Adjustments

Effective the first full pay period in July 2018 or upon approval by the City Council, whichever is latest, the classifications outlined below will receive equity adjustments:

- City Clerk 1.35%
- Crime Scene Property Unit Supervisor 1.15%

Effective the first full pay period in July 2019, the classifications outlined below will receive equity adjustments:

- City Clerk 1.35%
- Crime Scene Property Unit Supervisor 1.15%

5.3 Recruitment and Retention Adjustments

In recognition of a competitive labor market, the City Personnel Officer may offer additional compensation or benefits on a case by case basis for a challenging recruitment and/or retention circumstances.

The City further agrees that if market conditions affect an identified classification, any such pay adjustment(s) shall be made to all employees within the classification.

Section 6. Benefits

6.1 Out-of-Class Pay

When a Mid-Manager is appointed to fill a Department Head vacancy caused by paid leave of absence or separation, compensation will be paid at entry level of Department Head position or at ten percent (10%) over the Mid-Manager's current classification salary, whichever is greater with placement within the salary range of the Department Head position after ten consecutive calendar days, retroactive to the first day of such appointment. Other out-of-class pay will be as provided in the Administrative Procedures. TMMBU employees or Department Heads may annually initiate the evaluation of a reclassification of a position based on changes of duties and responsibilities. The reclassification process of TMMBU employees is managed by the Human Resources Department and guided by Section 8.10 of the City of Tracy Personnel Rules and Regulations.

6.2 Deferred Compensation

TMMBU employees shall be eligible for a City matching contribution to their deferred compensation plan. The TMMBU employee will receive a City matching contribution of up to five percent (5%) of their annual salary to their deferred compensation plan. The amount of the City's matching contribution will depend on the amount of the employee's contribution. For instance, a 2% employee contribution will be matched with a 2% City contribution; a 4% employee contribution will be matched with a 4% City contribution.

The City's matching deferred compensation contribution shall be approved by both the Department Head and City Manager via Personnel Action Form.

The City and TMMBU will meet to discuss the options of adding a Retirement Health Savings Account.

6.3 Education Expense Reimbursement

Educational expenses, up to a maximum of \$2,500 per calendar year, shall be paid to reimburse the cost of fees, tuition, books and supplies of a State College, State University, or other recognized professional organization or institution offering accredited, degreed, certified or continuing professional development beneficial to the career advancement and skill level of TMMBU employees. Successful completion of the course is required for reimbursement. The Department Head must approve enrollment.

6.4 Travel Expense Reimbursement

Administrative Procedure entitled "Travel Expense" shall be used to reimburse mileage expenses incurred when using a personal vehicle on City business.

6.5 Management and Professional Development Benefits

The allocation for Management Benefits is \$960 per calendar year and is to be utilized at the discretion of each individual employee for job related expenses or for professional development. The monies will be allocated per pay period and may be utilized for a wide variety of job related expenses, training, association memberships, computer hardware and software, conference registration and attendance and other miscellaneous job expenses or professional development opportunities.

6.6 Uniforms and Uniform Allowances

Employees in the following positions are required to wear uniforms on the job, and the City shall provide uniform allowances in the following amounts to employees in the listed positions:

- Crime Scene Property Unit Supervisor and Animal Services Supervisor: eight hundred dollars (\$800) per year,
- Emergency Medical Services Manager: nine hundred fifteen dollars (\$915) per year, and
- Police Records Supervisor: seven hundred fifty dollars (\$750) per year.

Uniform allowances shall be paid on the regular payday for the pay period that includes June 30.

The [Communications Unit](#)[Public Safety Dispatch](#) Supervisor is required to wear department-approved uniform shirts to work, and the City will provide the [Communications Unit](#)[Public Safety Dispatch](#) Supervisor with up to four (4) department-approved uniform shirts each fiscal year. The total value of the uniform shirts provided does not exceed \$240 per fiscal year.

The City will comply with CalPERS requirements for reporting uniform allowances and the value of uniforms provided. Under current law and related CalPERS rules and regulations, the value of provided uniforms and uniform allowances are reportable to CalPERS only for classic employees.

Section 7. Hours of Work, Overtime and Call-Back for Non-Exempt Employees

7.1 Workweek

The workweek shall be from Sunday through the following Saturday, unless otherwise designated by the Department Head. For employees permitted to work on the 9/80 schedule, the workweek shall be midway through the Friday the employee works to the following Friday noon.

7.2 Overtime

Overtime is work in excess of the employee's regular workweek and which has the prior approval of the Department Head or designated representative.

7.3 Overtime Compensation

Overtime shall be compensated at the rate of one and one-half (1-1/2) times the hourly rate of pay.

7.4 Compensatory Time

An employee may request, through the Department Head, compensatory time off or overtime pay for overtime worked. Accrual of compensatory time shall be at the discretion of the Department Head. No employee may accrue more than 80 hours of compensatory time. An employee shall receive paid overtime for all hours worked in excess of 80 hours biweekly.

7.5 Call-Back Pay

An employee called to work outside of, and not continuous with, regularly scheduled hours shall be paid a minimum of two (2) hours at the rate of one and one-half (1-1/2) times the employee's hourly rate of pay.

All work (other than employee's regularly scheduled work hours) performed under the call-back provision shall be compensated at one and one-half (1 1/2) times the hourly rate of pay. Approved and appropriate leave time taken during the employee's regular work schedule prior to or after call-back shall not preclude payment of overtime during call-back.

7.6 Professional Engineer Incentive Pay

The City shall pay employees who are assigned to the position of Associate Engineer and who possess a Professional Engineer (PE) license, an incentive of five percent (5%) of base salary per pay period. Eligible employees shall submit evidence of the Professional Engineers (PE) license to the Director of Development Services and the Human Resources Director prior to the effective date of the salary incentive for inclusion in the employee's personnel file.

Section 8. Leave

8.1 Personnel Rules & Regulations

Leave will be granted as provided for in the Personnel Rules. Leave may be used during the first six (6) months of service.

8.1.1 Holiday Pay

A. Holiday Pay and Accruals for Non-Exempt Employees

1. If a holiday designated by the City of Tracy falls on an employee's regularly scheduled day off, said employee shall be compensated in the following manner:

- a) An employee working a 4/10 schedule shall receive 8 hours of vacation leave.
- b) An employee working a 9/80 schedule shall receive 8 hours of vacation leave.

2. If an employee works an alternate work schedule (i.e. 4/10 or 9/80) and a holiday designated by the City of Tracy falls on their regularly scheduled day off, said employee shall be compensated in the following manner:

- a) An employee working an alternative work schedule shall receive 8 hours of vacation leave and shall be paid 8 hours plus 1 ½ times their current pay level for each holiday that falls on a regularly scheduled non-work day.

3. If an employee works an alternative schedule and a holiday designated by the City of Tracy falls on their regularly scheduled work day which employee is required to work, said employee shall be compensated in the following manner:

- a) An employee working an alternative schedule shall receive 8 hours of vacation leave and shall be paid at 3 times their current pay level for regularly scheduled hours worked and each hour of overtime worked.

8.2 Floating Holidays

16 hours of floating holiday leave per calendar year shall be granted to TMMBU employees.

8.3 Management Leave

For those employees represented by TMMBU that are exempt from overtime compensation under the FLSA, the City provides management leave in recognition of the need to devote more than 40 hours per week to their duties. ~~Effective July 1, 2018, the~~ The City shall provide management leave in the amount of 104 hours per calendar year to eligible TMMBU employees. ~~Eligible employees employed by the City as of July 1, 2018 shall receive a prorated number of hours for 2018.~~ Newly hired or promoted employees who are eligible for management leave under this MOU shall receive a prorated number of hours based on their start date in a TMMBU position.

8.4 Maximum Accrual of Leave

The maximum accrual for TMMBU employees for vacation, management leave (for eligible employees), and compensatory time off (for eligible employees) and floating holidays shall be the total accrual for each type of leave, not to exceed 488 hours.

8.5 City Buy-Back of Accumulated Leave

TMMBU employees are allowed an optional buy back of accumulated leave. They may, twice in a calendar year, buy back up to 50 percent (50%) of accumulated leave, but not more than the equivalent of one year's earning rate for vacation, management leave, and floating holidays. The hourly rate is the annual salary divided by the annual hours of work.

8.6 Sick Leave Accrual

All TMMBU employees shall be eligible to accrue sick leave prorated per pay period at the following rates:

One day, eight (8) hours, for each month of service. Ninety-six (96) hours per year.

Anyone employed prior to January 1, 1987 shall be entitled to the following: two (2) days, 16 hours for each month of service beginning the 21st year of employment and thereafter. one hundred ninety-two (192) hours per year beginning the 21st year of employment and thereafter.

Unlimited accrual of sick leave is allowed.

Employees may utilize up to one-half (1/2) of their annual accrual of sick leave for the care of their immediate family. Immediate family is defined as employee's child, including stepchildren and foster children, parent, spouse, registered domestic partner or the child of a registered domestic partner.

8.7 Conversion of Sick Leave Balance Upon Retirement

Upon retirement, employees may elect to convert all accrued sick leave to a medical insurance bank. The value of the medical insurance bank shall be determined by multiplying the number of accrued sick leave hours by the employee's hourly rate of pay. The retired employee and his/her dependents

shall be entitled to continued group health insurance coverage, dental and/or vision coverage currently in effect, with premiums for such coverage being deducted from the medical insurance bank until said bank is exhausted. Thereafter, the employee and his/her dependents may continue to participate in the City's group health plan provided the City receives the employee's payment for the premium by the 10th of each month for the following month's coverage.

Subject to approval by the City, retirees may elect to utilize funds in their medical insurance bank to purchase alternate medical coverage.

Terms of the Policy Agreement with the City's insurance carrier regarding coverage and eligibility shall apply to the employee and his/her dependents.

8.8 Conversion of Sick Leave Balance Upon Death/Termination

Upon death, the employee's estate shall receive straight-time pay for all accrued sick leave in excess of 960 hours

If a TMMBU employee terminates or is terminated for any reason, all accumulated sick leave shall be canceled. Such accumulated sick leave, however, shall be credited to such employee if he/she returns to City employment within two years of such termination.

8.9 Bereavement Leave

In the event of a death in the immediate family of an employee, the employee shall be allowed to take paid bereavement leave not to exceed five (5) workdays within two (2) weeks of the date of death of the family member. The employee may, with his/her Department Head's permission, use vacation leave if additional leave is required. Such permission shall not be unreasonably refused. In the event of the death of a relative, not a member of the immediate family, absence from duty shall be allowed not to exceed one (1) day. Such absences shall not be charged to sick leave.

The immediate family of an employee is defined as: parents, stepparents, parents in-law, spouse, child, stepchild, brother, sister, grandparents, grandchildren, brother/sister in-law, son/daughter in-law, or legal guardian or a person who is at least 50 percent (50%) dependent on an employee.

In special cases, with the approval of the Department Head, the Personnel Officer may grant a bereavement leave in other circumstances.

8.10 Vacation Accrual

Each full time employee shall accrue vacation prorated per pay period at the following rate for continuous service performed in a pay status as follows:

0 through 5 years of service	96 hours per year of vacation
6 through 10 years of service	136 hours per year of vacation
11 through 15 years of service	176 hours per year of vacation

16 or more years of service	192 hours per year of
vacation	

8.11 Proclaimed Holidays

All holidays proclaimed by the Governor of the State of California or the President of the United States shall be granted as holidays. Upon ratification of the MOU, employees shall receive eight (8) hours in their vacation bank in recognition of the first Juneteenth, which occurred on June 18, 2021.

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Section 9. CalPERS Retirement

9.1 CalPERS Formula

Miscellaneous employees hired on or before December 16, 2010 shall receive the single highest year and 2.5% at 55 benefit formula provided through the Public Employees' Retirement System (CalPERS).

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Miscellaneous employees hired on or after December 17, 2010 and on or before December 31, 2012 shall receive the average of three (3) consecutive highest years and 2% at 55 benefit formula provided through the California Public Employees' Retirement System (CalPERS).

Miscellaneous employees hired on or after January 1, 2013 and who qualify as "new employees" under the Public Employees' Pension Reform Act shall receive average of three (3) consecutive highest years and 2% at 62 benefit formula provided through the Public Employees' Retirement System (PERS).

9.2 CalPERS Retirement

The City agrees to continue to pay the employer contribution for the City's CalPERS retirement benefit.

Employees hired on or before December 16, 2010 and under the first tier CalPERS retirement formula (2.5% at 55), shall pay the 8% of salary employee contribution towards employee statutory share of CalPERS retirement during the term of this Agreement.

Employees hired after December 16, 2010 and on or before December 31, 2012 under the second-tier CalPERS retirement formula (2% at 55), shall pay the 7% of salary employee contribution towards employee statutory share of CalPERS retirement during the term of this Agreement.

Employees who receive the CalPERS retirement formula of 2% at 62 shall pay the employee contribution required by the Public Employees' Pension Reform Act, currently calculated at fifty percent (50%) of the normal cost.

Section 10. Insurance

10.1 Medical Plans Provided

The City offers medical insurance through Kaiser and Health Net. During the term of this agreement the City reserves the right to change medical providers and the parties shall meet and discuss regarding such change. New employees hired on or after December 1, 2007 shall be required to select

a medical plan for at least the employee and are not eligible for cash benefits except as may be required by provisions of the IRS regulations covering Flexible Benefits plans.

10.2 Dental

The City shall offer dental insurance coverage for full-time employees and their eligible dependents through the existing providers.

10.3 Vision

The City shall offer vision care benefits for full-time employees and their eligible dependents through the existing providers.

10.4 Life Insurance

The City shall provide life insurance coverage equal to the nearest thousand dollars of annual salary, up to a maximum of \$50,000. This coverage will be mandatory for all Mid-Manager Unit employees. The City will fully pay the premium by adding the actual cost of the premium to the amount provided in the Cafeteria Plan each month.

10.5 Cafeteria Plan

10.5.1 City Contribution

The City shall maintain an account for each full-time employee in regular or probationary status within the City's cafeteria plan. The City shall make monthly payments of no more than the annual maximum amount for the employee's benefit level, either family, employee plus one, or employee only to each employee's account. See Exhibit B for TMMBU 2015 cafeteria plan rates.

10.5.2 Cash Out Options

For employees hired before July 1, 2007, the maximum cash payment shall be set at \$996 per month for employees who do not elect a medical, dental, and/or vision plan. For employees hired on or after July 1, 2007, each employee shall be required to select a medical plan and the cash payment shall be limited to the minimum required by law (if any).

10.5.3 Future Contributions

If premiums increase in the plans to which City employees subscribe effective January 1, 2013, and each January thereafter during the term of this Agreement, the City will increase the City's monthly contribution for employees by 75% of the average of the dollar increase of the family HMO plan premiums for employees electing family coverage.

For employees who elect employee only or employee plus one coverage, any City increase to the Employee's account shall be limited to the amount necessary to fully cover the plan selected or up to a maximum of the dollar amount increase allocated to employees who elect

family coverage. There shall be no increase for employees who do not elect health insurance coverage.

In the event the above listed amounts are insufficient to fully pay the premiums required of employees enrolled in any one of the medical insurance plans, the City shall make a payroll deduction from the employee's pay to cover the difference in cost.

10.5.4 Approved Account Uses

The monies in an employee's account shall be used for one or more of the following purposes only: (1) payment of premium charges for the medical insurance program in which the employee is enrolled, (2) payment of premium charges for the dental insurance program in which the employee is enrolled, (3) payment of premium charges for the vision insurance program in which the employee is enrolled, and/or (4) cash-out options as provided in Section 10.5.2. The City also independently funds life insurance premiums through each employee's account.

Each employee shall provide the Personnel Officer or Human Resources designee in writing on a form provided and at times designated by the City each year all information necessary to administer the Cafeteria Plan during the 12-month period beginning the first day of each plan benefit year. Thereafter, no changes to designations so made will be allowed until the following open enrollment period without a qualifying event.

Each employee shall be responsible for providing immediate written notification to the Personnel Officer or Human Resources designee of any change to the number of his/her dependents which affects the amount of the City payment on behalf of the employee. Changes in Cafeteria Plan payments required because of a change in an employee's number of dependents shall take effect at the start of the first pay period in the month next following the month in which advice from the employee is received by the Personnel Officer. No retroactive payments shall be allowed.

10.6 Flexible Benefits Plan (IRS Section 125)

The City has implemented an Internal Revenue Code Section 125 Plan to redirect employees' pre-selected amount of base salary to pay employee paid insurance premiums and other approved expenses. The City will not treat these monies as compensation subject to income tax withholding unless the Internal Revenue Service or the Franchise Tax Board indicates that such contributions are taxable income subject to withholding. Each employee shall be solely and personally responsible for any federal, state or local tax liabilities of the employee that may arise out of the implementation of this section or any penalty that may be imposed therefore.

10.7 Short Term Disability Insurance

Short Term Disability insurance is required of all regular employees through Standard Insurance with the premium paid by employees per pay period at the current rate of .83% of the monthly salaryemployee's earnings, prior to applying taxes.

Section 11. Annual Physical Exam

An annual physical examination shall be provided by the City, if desired and requested by a TMMBU employee.

Section 12. Conditions of Service

12.1 Probation Period

Service with the City of Tracy shall be regulated by the Personnel Rules and Regulations and Classification Plan for the positions covered by this Memorandum of Understanding as well as the City's Administrative Policies and Procedures and Departmental Guidelines. Employees hired into this bargaining unit shall serve an orientation period for a period of 12~~six~~ (6) months unless specified in writing as a longer period of time at the time of hire. TMMBU employees promoted to another TMMBU classification shall serve an orientation period of six (6) months. Supervisors of TMMBU employees shall make every effort to evaluate the employee at regular intervals during the orientation period in order to provide immediate and thorough feedback to new employees.

12.2 Governing Documents for Resolution of Disputes

The governing documents for the resolution of any disputes over conditions of service are the Personnel Rules and Regulations and the City's Classification Plan, unless covered specifically by provisions in this Memorandum of Understanding.

12.3 Right to Appeal

TMMBU employees have the right to appeal conditions of service through the grievance procedure contained in the Personnel Rules and Regulations.

Section 13. Miscellaneous

The City Manager is the Personnel Officer and the Employee Relations Officer for the City. The City Manager may assign responsibilities to a designee as he/she deems appropriate.

All of the above conditions are hereby agreed to by the City of Tracy and the TMMBU as indicated by the signatures below.

TRACY MID-MANAGERS BARGAINING UNIT

By: _____
Barbara Harb, TMMBU Vice President

Date

CITY OF TRACY

By: _____
Randall BradleyJennifer D. Haruyama, City Manager

_____ Date

EXHIBIT A: TMMBU CLASSIFICATIONS

Accountant
Accounting Officer
Airport Manager
Animal Services Supervisor
Assistant City Engineer
Assistant Civil Engineer
Associate Engineer
Associate Civil Engineer
Associate Planner
Building Official
City Clerk
Code Compliance Analyst
Communications Unit Supervisor
Community Development Analyst
Community Development Program Manager
Community Preservation Manager
Community Services Supervisor

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Crime Scene Property Unit Supervisor
Cultural Arts Division Manager
Cultural Arts Supervisor
Cultural Arts Technical Supervisor
Cultural Arts Manager Performing Arts
Cultural Arts Manager Visual Arts
Division Manager I/II
Economic Development Manager Economic Development Mgmt. Analyst I/II
Emergency Medical Services Manager
Engineer Program Manager
Environmental Compliance Analyst
Facilities Maintenance Superintendent
Fleet Supervisor
Geographic Information Systems Analyst
Information Technology Specialist
Laboratory Quality Assurance Officer
Landscape Architect
Management Analyst I/II
Media Services Supervisor
Parks Planning and Development Manager
Plan Check Engineer
Plant Maintenance Supervisor
Police Records Supervisor
Public Safety Dispatch Supervisor
Public Works Superintendent
Public Works Supervisor

Records Unit Supervisor
Recreation Services Manager
Recreation Services Program Manager
Recreation Services Supervisor
Safety Coordinator
Senior Accountant
Senior Civil Engineer
Senior Planner
Supervising Building & Fire Inspector
Supervising Construction Inspector
Supervising Plans Examiner
Technical Theatre Supervisor
Transit Manager
Utilities Laboratory SupervisorSuperintendent
Utility Lines Maintenance Superintendent
Utility Maintenance Superintendent
Utility Maintenance Supervisor
WastewWater Operations Superintendent
Water Plant Operations Superintendent
Water Resources Coordinatorand Compliance Manager

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MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF TRACY
AND
CITY OF TRACY TECHNICAL AND
SUPPORT SERVICES EMPLOYEE
ASSOCIATION (TTSSEA)

July 1, 202118 – June 30, 202321



Think Inside the Triangle™

Human Resources Department
333 Civic Center Plaza
Tracy, CA 95376
(209) 831-6150
www.cityoftracy.org

**CITY OF TRACY TECHNICAL AND SUPPORT SERVICES
EMPLOYEE ASSOCIATION (TTSSEA)**
July 1, 202118 through June 30, 202321

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CITY OF TRACY
TECHNICAL AND SUPPORT SERVICES EMPLOYEE ASSOCIATION (TTSSEA)
MEMORANDUM OF UNDERSTANDING
July 1, 2021~~18~~ – June 30, 2023~~21~~

Section 1. Purpose and Intent

Employees covered under this Plan are non-exempt from the Fair Labor Standards Act (FLSA) and are covered by the authority of the Personnel Rules & Regulations and Classification Plan.

This Memorandum of Understanding, hereinafter referred to as "The Agreement," is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500, et. seq.) and has been jointly prepared by the parties.

This Agreement shall be presented to the City Council as the joint recommendations of the undersigned for salary and employee benefit adjustments for the period commencing July 1, ~~2018~~ ~~2021~~ through June 30, ~~2021~~ ~~2023~~.

A. City Recognition

The City Manager or, where the authority has been delegated by the City Manager, the City Manager's representative is the representative of the City of Tracy, hereinafter referred to as the "City".

B. No Discrimination

The City agrees not to discriminate against any employee because of membership in the Association or because of any activities on behalf of the Association. Association activities shall not interfere with the normal operation of the City. Neither the City nor the Association shall discriminate for or against any employee or applicant for employment on account of race, color, creed, national origin, age, marital status, sex/gender (including pregnancy, childbirth or related medical conditions), gender identity, gender expression, genetic information, sexual orientation, physical disability or mental disability, military or veteran status which does not prevent an employee from meeting the minimum standards established.

Section 2. Unit Membership

Employees covered by the Plan are in the following positions and classifications:

Accounting Assistant
Account Clerk
Accounting Coordinator
Accounting Technician
Administrative Assistant I
Administrative Assistant II
Administrative Assistant III
Administrative Assistant
Administrative Technician
Airport Coordinator
Box Office Assistant
Box Office Coordinator
Building Permit Technician I
Building Permit Technician II

Crime Analyst
Cultural Arts Program Coordinator
Cultural Arts Technical Coordinator
Deputy City Clerk
Executive Assistant
Geographic Information System (GIS) Technician
Information System Technician I
Information System Technician II
Media Services Coordinator
Payroll Coordinator
Police Records Assistant I
Police Records Assistant II
Senior Police Records Assistant
Police Support Services Technician
Receptionist
Recreation Program Coordinator+
Recreation Program Coordinator II
Senior Accounting Assistant
Senior Account Clerk
Senior Accounting Technician
Senior Information Systems Technician
Theatre Operations and Technical Assistant
Transit Coordinator

Section 3. Association Dues

The Association shall be entitled to have the regular dues of its members deducted from their paychecks in accordance with the procedures required by law and set forth herein.

To the extent required by Government Code Sections 1157.3 and 1157.12, the City shall honor employees' voluntary authorizations for Association dues deductions from employee salaries or wages. In making such authorized dues deductions, the City shall rely on written certification from the Association confirming that the Association has and will maintain authorizations signed by each individual employee from whose salary or wages the deduction is to be made and that the individual affirmatively consents to the dues deduction in a manner that meets the requirements of state and federal law, including but not limited to applicable provisions of Government Code Sections 1150-1157.12 and the First Amendment of the United States Constitution. After providing the required certification, the Association shall not be required to provide a copy of individual authorizations to the City unless a dispute arises about the existence or terms of the authorization.

The City shall direct employee requests to cancel or change dues deductions to the Association. To the extent required by law, the City will rely on information provided by the Association in writing regarding whether dues deductions were properly cancelled or changed. Any requests from the Association that the City change dues deductions shall include a certification that the changes are requested with the affirmative consent of the individual employee(s) and otherwise comply with all requirements of state and federal law.

The employee's earnings must be regularly sufficient, after other legal and required deductions are made, to cover the amount of the dues check-off authorized. When an employee, in good standing in the Association, is in a non-pay status, for the full pay period when their dues would normally be withheld, no dues deduction will be made to cover that withholding from the current or future earnings; nor will the employee deposit the amount

with the City which would have been withheld if the employee had been in a pay status during that period. In the case of an employee who is in a non-pay status during only a part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over Association dues.

Dues withheld by the City based on the provisions of this Section shall be transmitted monthly to the party designated in writing by the Association as the party authorized to receive the funds, at the address specified.

The Association shall indemnify, defend, and hold the City harmless against any claims made and/or any suit instituted against the City, which may arise as a result of the application of this Section, including but not limited to Association dues deductions or changes to such dues deductions. Any amounts paid in error shall be adjusted in subsequent payment.

Section 4. Association Representatives

A. Attendance of Meetings by Employees

Any employee who is directed to attend a meeting, at which one of the issues is the proposed discipline of said employee, shall be entitled to a representative at such meeting; provided, however, such representation shall include no more than one representative in addition to the employee being disciplined. The City agrees to provide the Association's representative reasonable release time to prepare for grievance or discipline meetings with the City. The limitation of this Section shall apply to employees on paid release time and not to Association staff or witnesses who may be necessary for the meeting.

B. Access to Work Locations

Reasonable access to employee work locations shall be granted to Association officers and their officially designated representatives, for the purpose of contacting employees concerning business within the scope of representation. Such employees or representative shall not enter any work location without the consent of the Department Director. Access shall be restricted as not to interfere with the normal operations of the department or with established security requirements.

C. Bargaining Unit Member Contact Information

Subject to the exclusions provided in Government Code Section 6254.3(c), in compliance with Government Code Sections 3555-3559 (Assembly Bill 119) the City shall provide the exclusive representative for the Tracy Technical Support Services Employee Association (TTSSEA) with the name, job title, department, work location, work, home and personal cell phone numbers, home address and personal email address on file with the City of Tracy for all employees within the Association once every 120 days. In addition, a report of all TTSSEA hires will be provided to the Association within 30 days of the hire date. Finally, in January of each year, the City will also provide a list of all employee orientation dates for the calendar year. The information shall include the following information except for any information subject to exclusion pursuant to.

D. Union Access to New Employee Orientation

The City will provide the Association President not less than ten (10) days' notice of the onboarding orientation meeting (if any) held between Human Resources Department representatives and new bargaining unit employees. If a bargaining unit member's first day of work begins less than ten (10) days after the date the final offer of employment is accepted, the 10-day notice requirement may be reduced, and the City will instead provide as

much advance notice as reasonably possible of the orientation meeting.

The City will allow an Association unit member representative and/or a non-employee Association labor representative to spend fifteen (15) minutes with the new unit member at the end of the onboarding orientation meeting in order to provide information about the MOU and related matters.

E. Advance Notice

Except in emergency cases, the City will give the Association reasonable advance written notice of any proposed ordinance, resolution, rule or regulation directly relating to matters within the scope of representation. The Association shall be given the opportunity to meet with management representatives prior to adoption.

F. Release Time for Representation

Up to four (4) Association representatives shall be released from duty, without loss of compensation or benefits, to participate in meet and confer sessions with the City.

G. Use of City Facilities and Equipment

The Association may, with the prior approval of the City Manager or the City Manager's designee, use the City facilities during non-work hours for meetings of City employees, provided space is available.

The use of City equipment normally used in the conduct of business meetings, such as desks, chairs and blackboards, will be made available to the Association.

Section 5. Hours of Work

A. Work Week

Unless otherwise designated by the Department Head, the work week for TTSSEA employees on a 5/8 schedule (eight hours a day for five days) or a 4/10 schedule (10 hours a day for four days) shall be from Sunday through the following Saturday; for City employees on a 9/80 schedule (nine hours Monday through Thursday, eight hours alternate Friday, and alternate Fridays closed) shall be Friday halfway through the work day through the following Friday halfway through the work day. These designated workweeks may be changed only as a result of major changes in operations, payroll procedures or as otherwise necessary in order to deliver services as efficiently and economically as possible.

B. Overtime and Compensatory Time

Employees are non-exempt from the provisions of the Fair Labor Standards Act (FLSA) with regard to compensation for overtime worked. With the approval of their supervisor and the Department Head, the employee will earn overtime or compensatory time for additional hours worked as assigned (recorded in 15-minute increments). Compensatory time accrual shall not exceed 120 hours. Employees shall receive pay for overtime hours worked in excess of the 120 hour compensatory time maximum accrual.

Overtime is defined as hours worked in excess of the employee's regular work shift that has the prior approval of the Department Head or designee.

Accrued Compensatory Time shall be paid to an employee once per year on the second paycheck in the month

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of December and at termination. In addition, accrued compensatory time may be cashed out once per calendar year upon request of the employee.

C. Pay Days

Employees shall be paid twice monthly. Routine paychecks shall be for the purpose of compensating for regular and overtime hours. Other compensation or reimbursement shall be separately identified and shall not include withholding for tax purposes, except as required by law.

All exceptions to pay, such as overtime, vacation, and sick leave usage, shall be processed and paid or reported on the subsequent paycheck.

During the term of this agreement, the City may change the pay dates to 26 pay periods a year after meeting with the Union regarding the impact of the decision and the implementation dates for such change.

D. Probationary Period

Any person appointed to a position in the Competitive Service, shall be placed on probation for a period of six (6) months unless otherwise specified in a Council approved resolution. The probationary period for all promoted employees shall be six (6) months. With the approval of the Human Resources Director and upon written notice to the probationer, the probationary period may be extended up to six (6) months for those on a six-month probation period. The probationary period shall be considered a part of the recruitment, examination and selection process and shall not include the time served under any limited service or provisional appointment, but shall date from the time of appointment to a regular position after certification. The Department head may extend the probationary period for the same period if a leave of absence occurs during the probationary period. During the probation period, the employee may be rejected by the Department Head in consultation with the Human Resources Director at any time without cause and without right of appeal or hearing.

Section 6. Compensation

A. Salary Ranges

A. One-Time Payments

Effective the beginning of the first full pay period following ratification of this agreement by TTSSEA and adoption by the City Council, employees who are employed by the City at the time of ratification and adoption of this agreement classifications in this unit shall receive a one-time, lump sum, non-PERSable payment of \$1,427.00, the equivalent of two percent (2%) annual salary (non PERSable) one time lump sum payment.

B. Salary Ranges

Effective the first full pay period in July 2021, or upon approval by the City Council, whichever is latest, salary ranges for classifications in this unit shall be increased by 3%.

Effective the first full pay period in July 2022, salary ranges for classifications in this unit shall be increased by 3%.

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Effective the first full pay period in July 2018, or upon approval by the City Council, whichever is latest, salary ranges for classifications in this unit shall be increased by 4.0%.

Effective the first full pay period in July 2019, salary ranges for classifications in this unit shall be increased by 4.0%.

Effective the first full pay period in July 2020, salary ranges for classifications in this unit shall be increased by 4.0%.

The salary ranges for the classifications identified in Section 2 have five (5) steps, with five percent (5%) separation between each step. Step A is the minimum and Step E is the maximum of the range.

All rates of pay set forth in this Section represent the standard rate of pay for full- time employment for each classification. Employees occupying a position in a classification covered by this Plan shall be paid at a base salary within the range established for the position's classification.

B.C. Out-of-Class Pay

When a TTSSEA employee is assigned, by the appropriate supervisor, out of class work for a period of eight or more consecutive hours, the employee is entitled to out of class pay from the first hour of such work. Pay for out of class work shall be computed at the rate of Step A of the appropriate higher class position, provided that the differential in pay is at least six percent (6%) greater than the employee's regular pay rate.

Intermittent or occasional performance of duties of a higher classification is not sufficient to qualify for higher pay. Further details relating to the payment of out-of-class pay are contained in the City's Administrative Policies and Procedure Section O: Out-of-Class Pay.

Section 7. Leave

A. Definition

Leave will be granted as provided for in the Personnel Rules. Leave may be used during the first six (6) months of service with supervisory approval and in accordance with City Administrative Policies and Procedures.

B. Paid Holidays

1) All holidays proclaimed by the Governor of the State of California or the President of the United States shall be granted as holidays.

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2) Regular full-time employees shall be entitled to observe all authorized holidays at full pay, not to exceed eight (8) hours for any one day.

The following are authorized holidays:

New Year's Day	January 1
Martin Luther King, Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May

Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving Day	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25
Floating Holidays (2)	

C. Floating Holidays

16 hours of floating holiday leave per calendar year shall be granted to employees.

D. Maximum Accrual of Leave

The maximum accrual for employees for vacation and floating holidays shall not exceed a total of 400 hours.

E. Leave Buy-Back

Employees are allowed an optional buy-back of accumulated leave. They may, twice in a calendar year, buy-back up to fifty percent (50%) of the accumulated leave, but not more than the equivalent of one year's earning rate for vacation and floating holidays. The hourly rate is the annual salary divided by 2080 hours of work.

F. Vacation Leave

1) Vacation Accrual

Each full-time employee shall accrue vacation prorated per pay period at the following rate for continuous service performed in a paid status as follows:

0 through 5 years of service:	96 hours per year of vacation
6 through 10 years of service:	136 hours per year of vacation
11 through 15 years of service:	176 hours per year of vacation
16 or more years of service:	192 hours per year of vacation

2) Vacation Accumulation

The maximum accrual for TTSSEA employees for vacation and floating holidays shall not exceed a total of 400 hours.

3) Vacation Pay Upon Termination

Upon termination, employees shall be paid for all accrued vacation earned, but not taken, up to the maximum accrual permitted.

G. Sick Leave

1) Sick Leave Accrual

Employees shall be eligible to accrue sick leave prorated per pay period at the following rates:

~~Eight (8) hours Ninety-six (96) hours per year while for each month of service~~ in a paid status during the first 20 years of employment.

For employees hired prior to January 1, 1987, ~~one hundred ninety-two (192) hours per year while 16 hours for each month of service~~ in a paid status beginning the 21st year of employment and thereafter.

Unlimited accrual of sick leave is allowed. Employees may take unlimited days of sick leave for family sick leave.

2) Approval

Sick leave may be requested and used as approved by the Department Director. Approved sick leave shall be paid until the employee's accumulated total of sick leave hours has been exhausted. At that time, the employee shall receive no further pay for sick leave.

An employee requesting sick leave should exercise reasonable diligence in notifying the on-duty supervisor prior to the time set for reporting to work. Failure to make reasonable efforts to notify the on-duty supervisor for the use of sick leave, prior to the commencement of the shift for which leave is requested, may result in loss of the sick leave privilege for the subject shift.

3) Usage

Sick leave may be requested only in cases of actual personal sickness or disability, medical or dental treatments, or for absences due to serious illness or injury of a member of the employee's immediate family.

4) Doctor's Certificate

The City has a legitimate concern in preventing abuse of sick leave use. If the City has a reason to believe that sick leave is being abused, it may request that an absence be verified. The City's right to verify an absence includes the right to require a doctor's excuse at any time. The City may prescribe forms to be used for said verification.

The Department Director may require a written statement from an attending physician or dentist that an employee is capable and released to return to performance of all duties of their position.

5) Catastrophic Leave Program

Members of the Association shall be covered by, and eligible to participate in, the City's Catastrophic Leave Program. The Program is described in detail in Personnel Rule 17, Section 17.8.

6) Sick Leave Conversion at Retirement

Upon retirement, employees may elect to convert all accrued sick leave to a medical insurance bank. The value of the medical insurance bank shall be determined by multiplying the number of accrued sick leave hours by the employee's hourly rate of pay. The retired employee and their dependents shall be entitled to continued group health insurance coverage, dental and/or vision coverage in effect at the time, with premiums for such coverage being deducted from the medical insurance bank until said bank is exhausted in conjunction with COBRA provisions. Thereafter, the employee and their dependents may continue to participate in the City's group health, dental and/or vision plans provided the City receives the employee's payment for the premium by the 10th of each month for the following month's coverage.

Subject to approval by the City, retirees may elect to utilize funds in their medical insurance bank to purchase alternate medical coverage.

Terms of the Policy Agreement with the City's insurance carrier regarding coverage and eligibility shall apply to the employee and their dependents.

7) Limited Reopener Regarding Establishment of Section 115 Trust Fund and Sick Leave Conversion at Retirement
 The City agrees to reopen negotiations on the limited topic of establishing an IRS Section 115 Trust Fund ("Trust Fund") and amending sick leave conversion at retirement. (See MOU section 7(G)(6).) During the first year of the MOU, the City will analyze the options available with regards to establishing a Trust Fund. During the second year of the MOU, upon the City's request, TTSSEA agrees to meet and confer in good faith with the City regarding: (1) The implementation of a Trust Fund; and (2) Reducing the amount of sick leave that an employee can convert at retirement pursuant to Section 7(G)(6) of this MOU; however, the City agrees that any reduction to the amount of sick leave an employee may convert upon retirement shall apply on a prospective basis only. The City agrees that it will not implement nor unilaterally impose a Trust Fund without obtaining TTSSEA's mutual agreement.

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H. Bereavement Leave

In the event of a death in the immediate family of an employee, the employee shall be allowed to take paid bereavement leave not to exceed five (5) workdays within two (2) weeks of the date of death of the family member. The employee may, with their Department Head's permission, use vacation leave if additional leave is required. Such permission shall not be unreasonably refused. In the event of the death of a relative, not a member of the immediate family, absence from duty shall be allowed not to exceed one (1) day. Such absences shall not be charged to sick leave.

The immediate family of an employee is defined as: parents, step-parents, parents- in-law, spouse, child, step-child, son/daughter-in-law, brother, sister, brother/sister- in-law, grandparents, grandchildren, legal guardian or a person who is at least fifty percent (50%) dependent on an employee.

In special cases, with the approval of the Department Head, the Human Resource Director, may grant a bereavement leave in other circumstances.

I. Military Leave

- 1) Military leave shall be granted in accordance with provisions of State and Federal laws. All employees

entitled to military leave shall give the Department Head an opportunity, within the limits of military regulations, to determine when such leave shall be granted. An employee on military leave of absence who has been an employee of the City for not less than one year shall be entitled to receive City salary for the first 30 calendar days of such absence. Pay for such purposes shall not exceed 30 days in any one fiscal year.

- 2) An employee returning from military duty shall be entitled to appointment to the same or a corresponding position with full salary and benefits, including within-class-pay step increases as would have been received had the employee remained for that period of time in active service with the City. Application to the City must be made within six months of discharge. An employee returning to employment following military leave shall not be discharged without cause within one year after reinstatement.
- 3) A person employed by the City to fill a position made vacant by an employee on military leave of absence, shall hold the position, subject to being laid off upon reinstatement of said employee to their former position. An employee promoted to fill a position made vacant by an employee on military leave, shall hold such position, subject to being reinstated to their former position upon return of the employee.

J. Family and Medical Leave Act (FMLA)/ California Family Rights Act (CFRA)/ Pregnancy Disability Leave (PDL)

The parties acknowledge the applicability of the Family and Medical Leave Act, California Family Rights Act and Pregnancy Disability Leave and intend to apply and implement this Agreement so as to comply with the federal and state laws and regulations.

K. Jury Duty

All employees shall be entitled to leaves of absence for a reasonable time necessary to appear as a witness in court, other than as a litigant, pursuant to a lawful subpoena, to serve on a jury, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee. Such leaves of absence shall be granted, with pay, up to the amount of the difference of the employee's regular earnings and any amount they receive for jury or witness fees, with the exception of any mileage allowance, which shall be retained by the employee.

Such leaves of absence shall not be charged against the employee's sick leave or vacation leave.

L. Voting Leave

Employees shall be granted sufficient time to vote without loss of compensation, up to a maximum of two (2) hours in accordance with the City's Voting Time Off Policy, during municipal, primary, and general elections.

Section 8. Benefits

A. CalPERS Retirement

- 1) CalPERS Formula

Miscellaneous employees hired on or before December 16, 2010 shall receive the single highest year and 2.5% at 55 benefit formula provided through the California Public Employees' Retirement System (CalPERS).

Miscellaneous employees hired on or after December 17, 2010 and on or before December 31, 2012 shall receive average of three (3) consecutive highest years and 2% at 55 benefit formula provided through the California Public Employees' Retirement System (CalPERS).

Miscellaneous employees hired on or after January 1, 2013 and who qualify as "new employees" under the Public Employees' Pension Reform Act shall receive average of three (3) consecutive highest years and 2% at 62 benefits formula provided through the Public Employees' Retirement System (PERS)

2) Payment of CalPERS Retirement Benefit

The City agrees to continue to pay the employer contribution for the City's CalPERS retirement benefit.

Employees hired on or before December 16, 2010 and under the first tier CalPERS retirement formula (2.5% at 55) shall pay the 8% of employee salary contribution towards employee statutory share of CalPERS retirement during the term of this agreement.

Employees hired after December 16, 2010 and on or before December 31, 2012 under 2nd tier CalPERS retirement formula (2% at 55) shall pay the 7% employee salary contribution towards employee statutory share of CalPERS retirement during the term of this agreement.

Employees who receive the CalPERS retirement formula of 2% at 62 shall pay the employee contribution required by the Public Employees' Pension Reform Act, currently calculated at fifty percent (50%) of the normal cost.

Employee payments of the employee portion of the CalPERS retirement benefit cost shall be made as a payroll deduction on a pre-tax basis to the extent allowed by law.

B. Short Term Disability Insurance (STD)

Participation in the City's STD insurance plan is mandatory. The City shall deduct .83% of the employee's earnings, prior to applying taxes, each pay period to pay the premiums for this plan.

Short Term Disability Insurance payments are available to employees who cannot work because of sickness or non-work-related injury. STD payments shall be integrated with accumulated sick and vacation leave balances unless the employee elects in writing, at the time of disability, to retain STD payments and receive no supplemental income (paid leave) from the City.

To the extent accumulated sick leave or vacation leave are available, the employee will continue to receive normal paychecks. Payments received from the insurance carrier shall be turned in to the City. When such checks are received by the City, a portion of the employee's next paycheck, equal to the amount turned in, shall be recorded as nontaxable pay and sick leave shall be charged only for the amount of the City's share of the paycheck.

In no case may an employee receive more income than the amount of their normal pay. Employees must turn in checks received from the insurance carrier for the City, unless the employee elected in writing, at the time of disability, of the employee's choice not to receive paid leave.

B. Conversion of Short Term Disability Insurance (STD) to State Disability Insurance (SDI)

During negotiations of this agreement, the City and TTSSEA met and conferred as to whether the City will elect SDI coverage for unit members and the applicable terms and conditions thereof. Following ratification of this agreement by TTSSEA and adoption by the City Council, the City agrees to file an application for elective coverage within reasonable time, pursuant to procedures established by the state of California. TTSSEA recognizes that the process is controlled by the state and, if for any reason such an application is rejected, the City will meet and confer with TTSSEA for the limited purposes of correcting any deficiencies and the re-filing of the application.

SDI is a deduction from employees' wages whereby employers withhold a percentage (rate for 2021 is 1.2%) of the taxable wages, up to a set wage limit (the current wage limit for 2021 is \$128,298) in a calendar year. The wage limit and the tax rate are set by the California State Legislature on an annual basis. Such SDI coverage is the sole economic responsibility of the employee, and the City shall not contribute toward the expense of that coverage. SDI deductions will be implemented as soon as administratively possible. In the event the Association wishes to discontinue this benefit in the future, the Association must notify the City in writing that a majority of its membership wishes to discontinue participation in the program. The parties will then meet to discuss how such discontinuation may occur.

Per California's Employment Development Department requirements, SDI tax deductions start on the first day of the pay period following the beginning of a quarter (January 1, April 1, July 1, or October 1). SDI payments shall be integrated with accumulated sick and vacation leave balances unless the employee elects in writing, at the time of disability, to retain SDI payments and receive no supplemental income (paid leave) from the City. In no case may an employee receive more income than the amount of their normal pay.

The parties agree that once TTSSEA members are covered by SDI, they will be unenrolled from the City's Short Term Disability Insurance (STD). Until STD coverage is discontinued, the City shall continue to deduct .83% of the employee's earnings, prior to applying taxes, each pay period to pay the premiums for STD.

C. Workers' Compensation

An employee receiving disability payments under Workers' Compensation Laws shall be entitled to industrial accident leave in accordance with state laws and employment status.

Three (3) consecutive calendar days following the last day worked constitutes a waiting period before Workers' Compensation starts. The time the employee is scheduled to work during this waiting period will not be charged to the employee's sick leave and/or vacation accruals. In order to qualify for Workers' Compensation, the employee must be under the care of a physician and it has been deemed a compensable injury/illness by our Third Party Workers' Compensation Administrator.. Temporary compensation is payable on the first three (3) days of disability when the injury necessitates hospitalization, or when the disability exceeds 14 days.

Temporary disability payments under Workers' Compensation Laws will be integrated with the employee's accumulated sick leave and vacation leave. In such circumstances, the employee shall be paid the difference between the disability payments and their full salary. Payments from the insurance carrier for disability arising out of, and in the course of employment, shall be paid to the employee and forwarded to the City. The amount

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of such payment or payments shall be deducted from the monies that the employee would otherwise receive from the City.

Payments from the insurance carrier plus the monies paid to the employee by the City shall be equivalent to the employee's regular full pay. In no case may an employee receive more income than the amount of their normal pay. Employees must turn in checks received from the insurance carrier to the City.

D. Education Expense Reimbursement

An employee who completes a course of study and receives a grade of "C" or better may be reimbursed for books, supplies, and tuition up to a maximum of \$2,500 dollars per fiscal year, for courses taken at an accredited public college or university in California, or for the California tuition equivalent for courses that must be taken at colleges or universities outside of the California public education system. The employee must obtain pre-approval for the course from the Department Director.

Mileage reimbursement shall only be provided for those courses the City directs the employee to attend.

E. Insurance

1) Medical

The City shall offer medical insurance coverage for full-time employees and their eligible dependents through the existing providers.

2) Dental

The City shall offer dental insurance coverage for full-time employees and their eligible dependents through the existing providers.

3) Vision

The City shall offer vision care benefits for full-time employees and their eligible dependents through the existing providers.

4) Life Insurance

Employees shall receive City-paid life insurance coverage in the amount of 100% of the employee's annual salary up to \$50,000. Supplemental life insurance may be purchased, at the same premium rate, at the employee's own expense up to an additional \$25,000 dollars or up to the employee's annual salary, whichever is less.

5) Cafeteria Plan

a) City Contribution

The City shall maintain an account for each full-time employee in regular or probationary status within the City's cafeteria plan. The City shall make monthly payments of no more than the annual maximum amount for the employee's benefit level, either family, employee plus one, or employee only to each employee's account.

b) Cash Out Options

For employees hired before July 1, 2007, the maximum cash payment shall be set at \$996 dollars per month for employees who do not elect a medical, dental, and/or vision plan. For employees hired after July 1, 2007, each employee shall be required to select a medical plan and the cash payment shall be limited to the minimum required by law (if any).

c) Future Contributions

If premiums increase in the plans to which City employees subscribe effective January 1, 2019, and each January thereafter during the term of this Memorandum of Understanding the City will increase the City's monthly contribution for employees by 75% of the average of the dollar increase of the family HMO plan premiums for employees electing family coverage.

For employees who elect employee only or employee plus one coverage, any City increase to the Employee's account shall be limited to the amount necessary to fully cover the plan selected or up to a maximum of the dollar amount increase allocated to employees who elect family coverage. There shall be no increase for employees who do not elect health insurance coverage.

In the event the above listed amounts are insufficient to fully pay the premiums required of employees enrolled in any one of the medical insurance plans, the City shall make a payroll deduction from the employee's pay to cover the difference in cost.

d) Approved Account Uses

The monies in an employee's account shall be used for one or more of the following purposes only: 1) payment of premium charges for the medical insurance programs in which the employee is enrolled, 2) payment of premium charges for the dental insurance programs which the employee is enrolled, and/or 3) payment of premium charges for vision insurance program which the employee is enrolled. The City also independently funds life insurance premiums through each employee's account.

Each employee shall provide the Personnel Officer or Human Resources designee in writing on a form provided, and at times designated by the City each year, all information necessary to administer the Cafeteria Plan during the 12-month period beginning the first day of each plan benefit year. Thereafter, no changes to designations so made will be allowed until the following open enrollment period without a qualifying event.

Each employee shall be responsible for providing immediate written notification to the Personnel Officer or Human Resources designee of any change to the number of his/her dependents which affects the amount of the City payment on behalf of the employee. Changes in Cafeteria Plan payments required because of a change in an employee's number of dependents shall take effect at the start of the first pay period in the month following the month in which advice from the employee is received by the Personnel Officer or HR designee. No retroactive payments shall be allowed.

e) Flexible Benefits Plan (IRS Section 125)

The City has implemented an Internal Revenue Code Section 125 Plan to redirect employees' pre-selected amount of base salary to pay employee paid insurance premiums and other approved expenses. The City will not treat these monies as compensation subject to income tax withholding unless the Internal Revenue Service or the Franchise Tax Board indicates that such contributions are taxable income subject to withholding. Each employee shall be solely and personally responsible for any federal, state or local tax liabilities of the employee that may arise out of the implementation of this section or any penalty that may be imposed therefore.

F. Deferred Compensation

TTSEA employees shall be eligible for up to five percent (5%) City matching contribution to their Deferred Compensation Plan. The TTSEA employee will receive a City matching contribution of up to five percent (5%) of their annual salary per pay period to their Deferred Compensation Plan, contingent upon the TTSEA employee also contributing up to five percent (5%) of salary to their Deferred Compensation Plan.

G. Retention Incentive

All TTSEA employees who have completed five (5) years of service with the City of Tracy will receive 40 hours of vacation added to their vacation accruals.

Subsequent 40 hours will be added on the next closest five (5) year anniversary date (10th, 15th, 20th, 25th, etc.) to come.

Section 9. Allowances

A. Travel Expense Reimbursement

City Administrative Procedure Section T - Travel Expense, shall be used to reimburse mileage expenses incurred when using a personal vehicle on City business.

B. Meal Allowance

If an employee is required to perform unanticipated overtime of two (2) hours or more, the City shall pay a meal allowance of seven dollars (\$7) to the employee. "Unanticipated overtime" means that the affected employee did not receive notice of the overtime until the same day as the overtime assignment occurred. The two (2) hour minimum must occur at a time which would normally include the employee's regular mealtime.

C. Bilingual Pay

Employees who are required to communicate in languages other than English, as part of their regular assigned duties, may be compensated with an additional two percent (2%) of the employee's base salary, if the following criteria are met:

- 1) Approval from the Department Head that a particular assignment requires the need for the

specific alternate language.

2) Certification by the City that the employee has successfully demonstrated the ability to communicate fluently in the language that the Department Head has determined is required.

Qualifying languages are Spanish, American Sign Language, and any other language designated by the Department Head as beneficial to the City.

D. Uniform Allowance

The City shall provide the Police Records Assistant I and II, and Senior, a uniform allowance of \$850 dollars per year effective July 1, 20192021 for the duration of this Memorandum of Understanding. The uniform allowance shall be paid annually on the regular payday for the pay period that includes June 30, by separate check. In the case of a newly appointed employee, the employee shall receive the initial allowance the regular payday following the date of their appointment, and subsequent annual allowances as specified.

For TTSSEA represented employees assigned to the Police Department who are required to comply with uniform standards established by the Tracy Police Department and do not receive a uniform allowance, such as the Administrative Assistants assigned to the Animal Shelter, the department will purchase two (2) polo shirts and two (2) pairs BDU pants for each employee upon hire and annually per fiscal year.

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Section 10. Conditions of Service

A. Service with the City of Tracy shall be regulated by the Personnel Rules & Regulations and Classification Plan for the positions covered by this Memorandum of Understanding.

B. The Personnel Rules & Regulations and Classification Plan are generally implemented through the City's Administrative Procedures and Departmental Guidelines.

1) *Reclassification.* If an employee requests a reclassification study, and the Department Head does not agree, the employee shall have the opportunity to appeal the reclassification request to the Personnel Officer or designee. The decision of the Personnel Officer or designee shall be final and not subject to the grievance procedure.

C. The governing documents for the resolution of any disputes over conditions of service are the Personnel Rules & Regulations and Classification Plan.

D. In the event the employee does not receive a written performance evaluation within thirty (30) days of the employee's anniversary date, the step increase shall be approved and paid retroactive to the anniversary date.

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Section 11. Miscellaneous Personnel Actions

A. Vacancies in the Classified Service

All vacancies in higher positions in the classified service shall be filled by promotion from within if the following conditions are met:

1) The City Manager determines that the best interests of the City will be served by promoting from within.

- 2) The person to be promoted meets the minimum qualifications of the promotional position.
- 3) Any promotional examination shall comply with the City, state and federal rules and regulations governing competitive examinations.

B. Vacancies in City Service

All vacancies in the City's service shall be filled by restoration, promotion, transfer, demotion, reinstatement, or by appointment from an employment list. When employment lists are used to fill vacancies, they shall be used in the following order:

- 1) By appointment of eligible candidates from re-employment lists;
- 2) By appointment of eligible candidates from promotional lists;
- 3) By appointment of eligible candidates from an open eligibility list;

Provided, however, when the City Manager deems it necessary, individuals on a lateral entry employment list may be considered for appointment.

The number of eligible candidates on a promotional list shall exceed by two (2) the number of vacancies to be filled. If there are insufficient available eligible candidates on a promotional list, enough available eligible candidates shall be certified simultaneously from the promotional and eligible list to assure that the number eligible exceeds by two (2) the number of vacancies to be filled.

Promotional examinations scheduled by the City during an employee's regular working hours may be taken without loss of compensation.

C. Transfer

An employee may be transferred from one position to another position in the same or comparable classification upon approval of the Department Directors.

D. Demotion

The City Manager may demote an employee who so requests it, or whose ability to perform their required duties falls below standard, or for disciplinary purposes. No employee shall be demoted to a class for which they do not possess the minimum qualifications.

E. Suspension

The Department Director may suspend an employee, without pay, from their position in accordance with disciplinary procedures indicated in Section 21.6. Suspension without pay shall not exceed thirty (30) calendar days. However, notwithstanding this 30-day limit, suspensions of more than 30 days may be imposed as part of an agreement between the City and the employee and/or employee's representative. Such agreement shall not be precedent setting on either party.

Section 12. Layoff and Recall

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Permanent employees may be laid off, without prejudice, due to lack of funds or curtailment of work. No permanent employee, however, may be separated while there are temporary employees serving in the same or allied class or position in the City service, unless that employee has been offered the temporary work.

When the Department Director is instructed by the City Manager to reduce the number of employees, layoff shall be made in accordance with the following rules below, (a) through (e) inclusive:

- 1) Layoffs shall be by classification seniority within the Tracy TTSSEA.
- 2) The employee to be laid off may displace the least senior employee in the lateral or next lower classification in which they previously held permanent status, provided the displaced employee has less seniority in the classification.
- 3) An employee may demote or transfer to a vacant position in a classification for which they possesses the necessary skills, as determined by the minimum qualifications and job specifications for the position.
- 4) The name of each laid off employee shall be entered, in order of seniority, on a Re-employment list for two (2) years.
- 5) A former employee appointed from a Re-employment list shall have restored all rights accrued prior to being laid off, such as sick leave, vacation credits, and credit for years of service. However, such recalled employee shall not be eligible for benefits for which they received compensation at the time of, or subsequent to the date they were laid off.

Section 13. Separation from Service

A. Resignation

An employee wishing to resign from employment shall file, with the Department Director, a notice of intention to leave at least two (2) weeks in advance.

B. Reinstatement

An employee, in good standing, who has resigned may request a reinstatement and the City Manager may reinstate such employee to a vacant position in which the former employee previously had permanent status provided that such reinstatement is accomplished within one (1) year of the date of resignation and, if the City Manager determines reinstatement will be in the best interest of the City.

Following a one (1) year period after resignation, the City Manager may request such employee to submit to a physical examination and may require the employee to serve a new probationary period.

C. Discharge

An employee may be discharged at any time by the Department Director and/or City Manager for cause. Whenever it is the intention of the Department Director to discharge an employee in the competitive service, the City Manager shall be notified and their prior approval obtained.

Section 14. Employee Conduct and Discipline**A. Personal Conduct**

Employees are required at all times to conduct themselves in such a manner as to reflect no discredit upon the City of Tracy.

B. Financial Affairs

Employees shall so arrange their personal financial affairs that creditors and collection agencies will not have to make use of the Offices of the City Manager for the purpose of making collections.

C. Outside Employment

Employees may not carry on, concurrently with their public service, any private business, public office, employment or undertaking, to which affects the time or quality of their work or which creates a conflict of interest with their City employment. Employees must annually obtain the approval of the Department Director for any outside employment.

D. Private Use of City Equipment

No City facility or equipment shall be put to any private use without the express written permission of the City Manager.

E. Investigation of Employee

The City agrees that, except in cases of alleged criminal misconduct, an employee shall be notified, either orally or in writing, within a reasonable time frame, of the initiation, by the City or Department, of any investigation involving the employee and the nature of the complaint and/or conduct under investigation.

F. Disciplinary Action

This section shall apply to the following disciplinary actions:

- Oral Reprimand;
- Written Reprimand;
- Suspension;
- Demotion;
- Temporary Reduction in Pay; and
- Discharge.

G. Causes for Disciplinary Action

Disciplinary actions may be imposed upon any permanent employee for cause. The following shall constitute cause for disciplinary action against an employee:

- 1) Fraud in securing employment
- 2) Incompetence

- 3) Inefficiency
- 4) Inexcusable neglect of duty
- 5) Insubordination
- 6) Dishonesty
- 7) Being under the influence of alcohol or controlled substance while on duty
- 8) Inexcusable absence without leave
- 9) Conviction of a felony or conviction of a misdemeanor involving moral turpitude. A plea, or verdict of guilty, or conviction following a plea nolo contendere, to a charge of a felony, or any offense involving moral turpitude is deemed to be a conviction within the meaning of this section
- 10) Discourteous treatment of the public or other employees
- 11) Misuse of City property
- 12) Violation of any established City of Tracy department rule, regulation, policy and/or manual
- 13) Unlawful discrimination or retaliation, including harassment, on the basis of race, religion, color, sex (including gender, gender identity, gender expression, transgender, pregnancy, and breastfeeding), national origin, ancestry, citizenship status, disability, medical condition, genetic characteristics or information, marital status, age, sexual orientation (including homosexuality, bisexuality, or heterosexuality), military or veteran status, against the public or other employees while acting in the capacity of a City employee.

H. Manner of Reprimand

If the City has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

I. Disciplinary Action Procedure and Appeals

1) Applicability

These procedures are not applicable to temporary, contract or probationary employees.

To initiate disciplinary action against a permanent, TTSSSEA employee, the appointing authority must submit to the employee a written notice of intent to take disciplinary action. The notice must state specifically the reason(s) for the action and explain the employee's "Skelly" rights of appeal.

2) Notice

The City agrees to give an employee, who is being disciplined, at least eight (8) calendar days' notice of such disciplinary action, as provided in Paragraph E of this section.

3) Request for Hearing

The employee may appeal the proposed action and request a hearing by responding in writing to the appointing authority within seven (7) calendar days of receipt of the notice.

Upon receipt of a timely response, the appointing authority shall schedule and conduct a "Skelly" hearing as soon as possible.

4) Rights of Access

The employee shall be given access to copies of all materials supporting the proposed action and shall be provided with copies upon request.

5) Representation

The employee may be represented at the hearing by a representative of the employee's choice.

6) Conduct of Skelly Hearing

The appointing authority, or a designee who has authority to amend the discipline, shall be the hearing officer at the informal "Skelly" hearing. Upon consideration of all materials and discussions presented at the hearing, the appointing authority, or designee, may determine to uphold, modify, or revoke, the proposed disciplinary action.

7) Order of Disciplinary Action

If the employee does not respond to the notice of intent within the prescribed time limits, or if, after hearing, the appointing authority determines that disciplinary action is appropriate, the appointing authority shall submit to the employee a written order of disciplinary action. The order shall state the proposed action, the reasons for the action, and the employee's rights of appeal.

8) Dispute of Disciplinary Action and Appeals

Any dispute that involves the disciplinary action taken against an employee will be conducted under the terms set forth in Section 15 of this Agreement.

J. Personnel/ Files

An employee and/or their representative, if authorized in writing, shall be permitted to examine the entire contents of their personnel file during regular business hours of the Human Resources Department.

No material, which relates to the employee's conduct, attitude, work performance, or service, shall be included in their personnel file without being signed and dated by the author of such material. Before such material is placed in the employee's file, the Department Head, or designee, shall provide the employee the opportunity to review the material and sign and date it. The employee shall have the right to insert in their personnel file, supplementary material and a written response within thirty (30) days of the employer inserting an item in the file. Such response shall remain attached to the material it supplements for as long as the material remains in the file.

The above provisions shall not apply to files involving a criminal investigation of any employee, which requires confidentiality. However, no portion of any file material deemed to be confidential, shall be used in any disciplinary action until the affected employee has been afforded the opportunity to review such confidential material and respond in writing in accordance with the above provisions.

Section 15. Grievances and Appeals

A. Definition

A grievance is any dispute, which involves the interpretation or application of any provision of this Agreement, or disciplinary action that is greater in severity than a suspension of five (5) working days (or equivalent reduction in pay) taken against an employee, or the application of the Personnel Rules, or the application of Department rules, excluding, however, those provisions of this Agreement, which specifically provide that the decision of any City official shall be final, the interpretation or application of those provisions not being subject to the grievance procedure.

B. Confidentiality and Privacy Rights**1) Meetings and Hearings**

Except as provided by the City Personnel Rules and Regulations and unless requested otherwise in writing by the grievant, all meetings and hearings for any disciplinary matters shall be private and confidential, and shall include only the parties, City representatives, Association representatives, witnesses, and other necessary attendees.

2) Release of Arbitration Award

The parties agree that written arbitration are public records. If a grievance results in a written arbitration decision and the Association releases the arbitration decision to third parties, the City may disclose any information contained within the arbitration decision to third parties. Neither the City nor Association shall release any information not contained in the arbitration decision or that is not a public record, except communications permitted by law.

C. Grievances shall be processed in the following manner:

- 1) ***Informal Discussion.*** Any employee who believes that they have a grievance may discuss their complaint with such departmental management official as the Department Director may designate. Grievances shall be presented within thirty (30) calendar days of the incident or knowledge of the incident, which gave rise to the grievance. The bargaining unit member or the Association representative may present the grievance orally to the immediate supervisor within ten (10) calendar days from such time as the bargaining unit member or Association should reasonably have been aware of the occurrence of the incident giving rise to the grievance. The supervisor shall provide their response within ten (10) calendar days following the informal discussion.
- 2) ***Formal Submission.*** Should the grievance remain unresolved, the bargaining unit member or Association representative may submit the grievance, in writing, to the Division Manager. The formal submission shall be made within ten (10) calendar days of the supervisor's response to the informal presentation of the grievance, or, if no response is received, at the conclusion of the ten (10) day period provided for informal discussion. If the grievance is not submitted within these timelines, the grievance shall be considered resolved. The grievance shall state the specific section of the Memorandum of Understanding, the Personnel Rules and Regulations, or Departmental Rules alleged to be violated, or the disciplinary action taken, and the proposed solution. The Division Manager, or their designated representative, shall render a decision in writing to the bargaining unit member and/or Association within ten (10) calendar days of receipt of the formal submission of the grievance. Copies of all written grievances filed by bargaining unit members shall be provided to the Association within a period not to exceed five (5) calendar days.

Copies of responses thereto shall also be provided to the Association.

- 3) **Appeal to Department Head.** Should the grievance remain unresolved, the bargaining unit member or Association representative may, within ten (10) calendar days after receipt of the Division Manager's decision, submit the grievance in writing to the Department Director. The Department Director shall respond to the grievance in writing ten (10) calendar days after receipt of the grievance.

It is understood that nothing shall preclude the Association from presenting a grievance to the Department Director if it is deemed that such action is warranted by the nature of circumstances of the grievance.

- 4) **Bargaining Unit Member Relations Officer – Union Representatives.** Except for a grievance concerning a verbal or written reprimand which may not be appealed beyond Step two (2) of this procedure, should the grievance remain unresolved, the bargaining unit member or Union representative may, within ten (10) calendar days after receipt of the Department Head response, submit the grievance in writing to the City Manager. The City Manager, or a designated representative, shall investigate the case and either respond to the grievance or meet with the bargaining unit member and/or assigned Union representative within ten (10) calendar days of the City Manager's decision shall be final and binding.
- 5) **Disciplinary Arbitration.** Should the grievance remain unresolved, either the Association or the City may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the Association and the City Manager, or their representative.

The parties may mutually agree upon the selection of the arbitrator or jointly request the State of California Conciliation Service to provide a list of seven (7) persons qualified to act as arbitrators. The parties shall then meet to select the arbitrator. The right to strike the first name shall be determined by lot and the parties shall alternately strike one name from the list until only one (1) name remains, and that person shall be the arbitrator.

The fees and expenses of an arbitrator, and of a Court reporter, shall be equally shared by the Association and the City. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any.

- 6) **Discipline Hearing Officer Authority.** The hearing officer shall have the authority to convene the hearing, receive evidence through testimony and documents and make findings of fact and conclusions about the discipline. Within sixty days (60) of the close of the hearing, the hearing officer shall serve a recommended decision on the City Manager and the employee. The hearing officer's decision must contain detailed findings of fact relating to the disciplinary charges. The decision may include a recommendation regarding outcome, but the final decision regarding discipline rests with the City Manager. After consideration of the hearing officer's recommended decision, the City Manager shall issue a final decision in writing. The City Manager's decision may be reviewed by administrative writ of mandamus within the time frames established by California law.

No arbitrator shall entertain, hear, decide or make recommendations on any dispute, unless such dispute involves a position in a unit represented by the Association and unless such dispute falls within the definition of a grievance as set forth in Paragraph A of this section.

D. Time Limits

Time limits prescribed in this Agreement may be extended by mutual agreement of the parties. Failure by the bargaining unit member to follow time limits, unless so extended, shall nullify the grievance. Failure by the City to follow time limits, unless so modified, shall cause the grievance to move to Formal Submission or Appeal to Department Head, whichever is the next level, as set forth in Paragraph B of this section.

E. Consolidation

Concurrent grievances alleging violation of the same provision shall be consolidated for the purpose of this procedure as a single grievance.

F. Immediate Dispute Resolution

In the event there is a dispute regarding the interpretation of application of this Agreement that imminently affects the City's interest, the Association , or a substantial number of members represented by the Union, either the City or the Association may request suspension of the grievance process as set forth in Paragraph B of this section and proceed to immediate resolution discussions with the Department Director, other representative designated by the Department Director, and a Association representative. Such discussions shall be concluded within 45 days of the date of the initial request for same and the action which prompted the request for immediate dispute resolution shall be stayed, pending discussion/conclusion.

Should the dispute still not be resolved, it may be submitted directly to an arbitrator selected in accordance with the procedure detailed below.

An arbitrator to hear such case shall be selected by the parties from a panel of four professional neutral arbitrators, two submitted by each party when proceeding to arbitration pursuant to this section. The first arbitrator, selected at random, available within 48-hour period shall be selected.

In any such case, the arbitrator shall not have the power to add to or subtract from the provisions of this Agreement, the Personnel Rules, or departmental rules or orders in rendering their award. Pending prompt and immediate decisions of the arbitrator, the stay of intended action giving rise to the dispute shall continue in effect.

It is expressly understood and agreed that the provision of this Section shall not be invoked for actions involving individual bargaining unit member disciplinary actions or grievances.

G. Compensation Complaints

All complaints involving or concerning the payment of compensation shall be initially filed in writing with the City Manager. Only complaints, which allege that an employee is not being compensated in accordance with the provisions of this Agreement, shall be considered as grievances. Any other matters of compensation are to be resolved in the meet and confer process and, if not detailed in the Agreement which results from such meet and confer process, shall be deemed withdrawn until the meet and confer process is next opened for such discussion. No adjustment shall be retroactive for more than sixty (60) days from the date upon which the complaint was filed.

H. No Change to Memorandum

Proposals to add to or change this Agreement, or written agreements or addenda supplementary hereto shall

not be subject to arbitration. No proposals to modify, amend, or terminate this Agreement, nor any matter or subject arising out of or in connection with such proposal, may be referred to under this Section. No arbitrator shall have the power to amend or modify this Agreement, or written agreements, or addenda supplementary hereto, or to establish any new terms or conditions of employment.

I. Mutual Agreement on Changes

No changes in the Agreement or interpretations thereof (except interpretations resulting from arbitration proceedings hereunder) will be recognized unless agreed to by the City Manager and the Association President.

J. No Strike

The Association, its members and representatives agree that during the term of this Agreement, it and they will not engage in, authorize, sanction, or support any strike, slow down, stoppage of work, curtailment of production, concerted refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound) or to perform customary duties; and neither the Association nor any representatives thereof shall engage in job actions for the purpose of effecting changes in the directives, or decisions, or management of the City, nor to effect a change of personnel, or operations of management, or of employees not covered by this Agreement.

Section 16. City Rights

A. The City of Tracy retains the exclusive right, among others, in accordance with and subject to applicable laws, civil service and other regulations, and the provisions of this Agreement, including, but not limited to the following:

- (1) To direct employees.
- (2) To hire, promote, transfer and assign employees in positions not inconsistent with applicable classifications and/or job specifications.
- (3) To dismiss employees because of lack of work or for other just cause.
- (4) To reprimand, demote, suspend, discharge or otherwise to discipline employees for proper cause or for violation of the City's Rules and Regulations.
- (5) To determine the mission of such employees, the budget, the organization, the number of employees and the methods and technology of performing their work.
- (6) To take whatever additional action may be necessary in order to carry out and direct the employees' mission in situations of emergency.
- (7) To review, revise and/or establish job duties, workloads and workload standards as necessary during the term of this Memorandum.
- (8) The City agrees, to the extent required by Government Code Sections 3500, et. seq., to meet and confer, upon request, with unit representatives concerning the practical consequences or impact upon the bargaining unit or bargaining unit members of any management decisions modifying or changing wages, hours and working conditions; provided that the City's duty to meet and confer

hereunder shall require it to delay implementation of such management decisions for no more than thirty (30) days from the date it notifies, in writing, the Association of its proposed action (measured from date of mailing by certified mail). Nothing above shall allow the City to violate any provision of this Agreement, and Association shall have the right to grieve any such violation as provided in Section 14.

Section 17. General Provisions

A. Definition of Seniority

For purposes of this Agreement, seniority shall be defined as:

- 1) Classification Seniority - Seniority accruing from continuous service from date of appointment to classification.
- 2) Department Seniority - Seniority accruing from continuous service within the Department from date of appointment.
- 3) City Seniority - Seniority accruing from continuous service within the City.
- 4) Seniority shall not be affected by authorized paid leave of absence.

B. Americans with Disabilities Act (ADA)

The City and the Associations recognize that the City has an obligation under law to meet with an individual employee who alleges a need for reasonable accommodation in the workplace because of a disability. If by reason of the aforesaid requirement, the City finds it necessary to comply with the ADA by setting aside any provision of this Agreement in order to provide reasonable accommodation to an individual employee, such action by the City shall not be subject to the grievance procedure set forth in Section 14 of this Agreement. The Association will be advised of proposed accommodations, prior to implementation by the City.

Section 18. Modification

There will be no alteration or modification of any provision contained in this Memorandum without its written consent of all parties hereto.

Section 19. Total Agreement

This Agreement constitutes a full and complete agreement by the parties and contains all of the matters upon which the parties reached agreement. Any matter not contained in this Agreement has not been agreed upon and, if raised in negotiations, was dropped by the party raising it as part of a good faith attempt to reach agreement.

Section 20. Separability of Provisions

Should any section, clause or provision of this Agreement be declared illegal by final judgment of a court of competent jurisdiction, invalidation of such section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this Agreement. In the event of such invalidation, the parties agree to meet and confer concerning substitute provisions for provisions rendered or declared illegal.

Section 21. Event of Conflict

This Agreement shall supersede any prior Agreement, rules or regulations in direct conflict with the provisions hereof.

Section 22. Choice of Law and Venue

The laws of the State of California shall govern this MOU. In the event of any lawsuit commenced by the City as a result of the performance of this Agreement, the parties each consent that the venue for any such action shall be laid in a court of competent jurisdiction in the County of San Joaquin, State of California.

This Memorandum of Understanding shall supersede any prior Memorandum of Understanding, rules or regulations, or past practices in direct conflict with the provisions hereof.

APPROVED AND ACCEPTED:

Tracy Technical and Support Services Employee
Association

City of Tracy

By: _____
Raquel VotawJade Amos, TTSSEA President

By: _____
Randall BradleyJennifer D. Haruyama, City
Manager

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF TRACY

AND

GENERAL TEAMSTERS LOCAL NO. 439, IBT

July 1, 2021~~18~~ through June 30, 2023~~21~~



Think Inside the Triangle™

Human Resources Department
333 Civic Center Plaza
Tracy, CA 95376
(209) 831-6150

www.cityoftracy.org/tracy.ca.us

GENERAL TEAMSTERS LOCAL NO. 439, IBT

July 1, 202118 through June 30,202321

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CITY OF TRACY

GENERAL TEAMSTERS LOCAL NO.439, IBT
MEMORANDUM OF UNDERSTANDING
July 1, 202118 – June 30, 202318

General Teamsters Local No. 439, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America and representatives of the City of Tracy have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of employees in the Public Employees Bargaining Unit, have exchanged freely information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding (MOU) is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500, et. seq.) and has been jointly prepared by the parties.

This MOU shall be presented to the City Council as the joint recommendations of the undersigned for salary and employee benefit adjustments for the period commencing July 1, 202118 and ending June 30, 202321.

Section 1. Recognition

1.1 Union Recognition

The General Teamsters Local No. 439 affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America, hereinafter referred to as the "Union", is recognized as the employee organization as provided in the City's Employer- Employee Relations Resolution for all employees assigned to the classifications listed in Section 5.1 and Exhibit A.

1.2 City Recognition

The City Manager, or where the authority has been delegated by the City Manager, the City Manager's representative is the representative of the City of Tracy, hereinafter referred to as the "City".

Section 2. No Discrimination

The City agrees not to discriminate against any employee because of membership in the Union or because of any activities on behalf of the Union. Union activities shall not interfere with the normal operation of the City. Neither the City nor the Union shall discriminate for or against any employee or applicant for employment on account of race, color, creed, national origin, age, sex, sexual orientation, physical disability, or mental disability which does not prevent an employee from meeting the minimum standards established.

Section 3. Union Security

3.1 Agency Shop

Except as provided otherwise in this Section, employees shall, as a condition of continuing employment, become and remain members of the Union or shall pay to the Union a service fee in-lieu thereof.

3.2 Implementation

~~Any employee hired by the City, subject to this MOU shall be provided, through the employee's department, with a notice advising that the City has entered into an Agency Shop agreement with the Union. All employees subject to the MOU must either join the Union, pay a service fee to the Union, or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a form for the employee's signature authorizing payroll deduction of the Union dues or a service fee.~~

~~Said employee shall have five (5) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to Department Payroll. If the form is not completed properly and returned within five (5) working days, the City shall commence and continue a payroll deduction of service fees from the first pay warrant of the month for such employee~~

~~The effective date of Union dues, service fee deductions or charitable contribution for such employees shall be the beginning of the first pay period of employment; except that initiation fees shall be deducted in two installments, in successive pay periods, beginning with the first pay period. The employee's earnings must be sufficient, after other legal and required deductions are made, to cover the amount of the dues or service fees authorized.~~

~~When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings.~~

~~In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions, including health care deductions, have priority over Union dues and service fees.~~

The Union shall be entitled to have the regular dues of its members deducted from their paychecks in accordance with the procedures required by law and set forth herein.

To the extent required by Government Code Sections 1157.3 and 1157.12, the City shall honor employees' voluntary authorizations for Union dues deductions from employee salaries or wages. In making such authorized dues deductions, the City shall rely on written certification from the Union confirming that the Union has and will maintain authorizations signed by each individual employee from whose salary or wages the deduction is to be made that the individual affirmatively consents to the dues deduction in a manner that meets the requirements of state and federal law, including but not limited to applicable provisions of Government Code Sections 1150-1157.12 and the First Amendment of the United States Constitution. After providing the required certification, the Union shall not be required to provide a copy of individual authorizations to the City unless a dispute arises about the existence or terms of the authorization.

The City shall direct employee requests to cancel or change dues deductions to the Union. To the extent required by law, the City will rely on information provided by the Union in writing regarding whether dues deductions were properly cancelled or changed. Any requests from the Union that the City change dues deductions shall include a certification that the changes are requested with the affirmative consent of the individual employee(s) and otherwise comply with all requirements of state and federal law.

The employee's earnings must be regularly sufficient, after other legal and required deductions are made,

to cover the amount of the dues check-off authorized. When an employee, in good standing in the Union, is in a non-pay status, for the full pay period when his/her heir dues would normally be withheld, no dues deduction will be made to cover that withholding from the current or future earnings; nor will the employee deposit the amount with the City which would have been withheld if the employee had been in a pay status during that period. In the case of an employee who is in a non-pay status during only a part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over Union dues.

Dues withheld by the City based on the provisions of this Section shall be transmitted monthly to the party designated in writing by the Union as the party authorized to receive the funds, at the address specified.

The Union shall indemnify, defend, and hold the City harmless against any claims made and/or any suit instituted against the City which may arise as a result of the application of this Section, including but not limited to Union dues deductions or changes to such dues deductions. Any amounts paid in error shall be adjusted in subsequent payment. The allowance shall be paid during the pay period that includes June 30 of each year.

3.3 Religious Exemption

Any employee of the City, subject to this MOU who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization and which is recognized as such by the National Labor Relations Board, shall, be permitted upon presentation of verification of active membership in such religion, body or sect to make a charitable contribution equal to the service fee in-lieu of Union Membership or service fee payment.

Declarations of, or applications for religious exemption, and any supporting documentation, shall be forwarded to the Union within fifteen (15) days of receipt by the City. The Union shall have fifteen days (15) after receipt of a request for religious exemption to challenge any exemption granted by the City Manager or the City Manager's designee. If challenged, the deduction to the charity of the employee's choice shall commence but shall be held in escrow pending resolution of the challenge.

Charitable deduction shall only be by regular payroll deduction. For purposes of this Section, charitable deduction means a contribution to the McHenry House, United Way, or the California Nature Conservancy.

3.4 Financial Reports

~~The Union shall annually submit copies of the financial report, required by the Labor Management Disclosure Act of 1959, to the City Personnel Officer. Copies of such reports shall be available to employees, subject to the Agency Shop requirements of this Section, at the offices of the Union.~~

~~Failure to file such a report within one hundred (100) days of the close of the Union's fiscal year shall result in the termination of all agency fee deductions, without jeopardy to any employee, until said report is filed.~~

3.5 Payroll Deductions

~~The City shall deduct Union dues or service fees from employee's pay in conformity with State and City~~

~~regulations. The City shall promptly pay to the designated payee all sums so deducted. The City shall periodically provide a list of all persons making charitable deductions pursuant to a religious exemption as described herein.~~

3.6 Hold Harmless

~~Unions shall indemnify and hold harmless the City, its officers and employees harmless from any and all claims, demands, suits, or any other action arising from the Agency Shop provisions herein. In no event shall the City be required to pay from its own funds the Union dues, service fees or charitable contributions, which the employee was obligated to pay, but failed to pay, regardless of the reasons.~~

3.47 Suspension of Agency Fees

For the duration of any strike, sanctioned, called or supported by the Union, the City may suspend collection of Agency service fees without jeopardy to the employee.

3.58 Waiver of Election for Newly-Represented Employees

The accretion of classifications and/or employees to the unit set forth in Section 1 of this MOU shall not require an election for the application of this Agency Shop provision to such classifications and/or employees.

3.69 Use of City Facilities and Bulletin Boards

~~The Union may, with the prior approval of the City Manager or the City Manager's designee, use the City facilities during non-work hours for meetings of City employees, provided space is available.~~

~~The use of City equipment normally used in the conduct of business meetings, such as desks, chairs and blackboards, will be made available to the Union.~~

~~The Union may use portions of City bulletin boards under the following conditions:~~

~~Copies of materials must be sent to the department or division head in charge of the department bulletin board.~~

~~All materials must be dated and must identify the organization that published them.~~

~~The City reserves the right to determine where bulletin boards shall be placed.~~

~~The Union may, with the prior approval of the City Manager or the City Manager's designee, use the City facilities during non-work hours for meetings of City employees, provided space is available.~~

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~~The Union may use portions of City bulletin boards under the following conditions:~~

- a. ~~Copies of materials must be sent to the department or division head in charge of the department bulletin board.~~

b. All materials must be dated and must identify the organization that published them. The City reserves the right to determine where bulletin boards shall be placed.

3.710 Quarterly Union Management Meeting

The City agrees to meet at regular intervals upon union request, at least quarterly, with representatives of the Union to improve communications. Union representatives shall be released from regularly scheduled work shift that may fall during the Union Management meeting times.

Section 4. Union Representatives

4.1 Attendance at Meetings by Employees

Any bargaining unit member, who is directed to attend a meeting at which one of the issues is the proposed discipline of said employee, shall be entitled to Union representation at such meeting; provided, however, such representation shall include no more than one City employee in addition to the employee being disciplined. The limitation of this Section shall apply to employees on paid release time and not to Union staff or witnesses who may be necessary to the meeting.

4.2 Shop Stewards

The Union may appoint a reasonable number of shop stewards. Grievances which may arise and which cannot be adjusted on the job shall be reported to the Union by the steward; provided, however, in no event shall the steward or the Union order any changes, and no changes shall be made except with the consent of the City.

If an aggrieved employee desires the assistance of a steward as provided in the grievance procedure, the City shall afford said steward reasonable time off during work hours without loss of compensation or other benefits to investigate and take up said grievance. The steward shall obtain the approval of the Department Head, or the Department Head's designee, before leaving his/her duties or work assignment for the purpose of investigating and/or processing a grievance. Such approval shall not be unreasonably denied.

4.3 Access to Work Locations

Reasonable access to employee work locations shall be granted officers of the Union and officially designated representatives, for the purpose of contacting members of the bargaining unit concerning business within the scope of representative. Such officers or representatives shall not enter any work location without the consent of the Department Director or the Personnel Officer. Such consent shall not be unreasonably denied. Access shall be restricted so as not to interfere with the normal operations of the department or with established or security requirements.

Solicitation of membership and activities concerned with the internal management of an employee organization, such as collecting dues, holding membership meetings, campaigning for office, conducting elections or distributing literature, shall not be conducted during on-duty hours.

The Union shall designate, in writing to Human Resources Director, the names of the representatives listed above.

4.4 Access to Personnel Files

An employee or, upon presentation of written authorization from the employee, an employee's representative shall have access to the employee's personnel file upon request. No written reprimand or performance evaluation shall be placed in an employee's personnel file until that employee has seen and had opportunity to review the document.

4.5 List of Employees

In compliance with Government Code Sections 3555-3559 (Assembly Bill 119), the City shall provide the exclusive representative for the Teamsters with the name, job title, department, work location, work, home and personal cell phone numbers, home address and personal email address on file with the City of Tracy for all employees within the Teamsters once every 120 days. In addition, a report of all Teamster hires will be provided to the exclusive representative within 30 days of the hire date. Finally, in January of each year, the City will also provide a list of all employee orientation dates for the calendar year.

4.5.1 Notice

The City will provide at least two (2) weeks notice when feasible prior to any employee orientation date if new employees in the Teamsters bargaining unit will be a part of the orientation. The Teamsters will be allowed to have up to one (1) shop steward for each department that has a person being oriented, and business representatives participate in the orientation. Teamsters participants will be provided up to fifteen (15) minutes at the end of the orientation to speak directly with new employees in the Teamsters bargaining unit.

The Employer agrees that it will not disclose the date, time, or place of any such employee orientation described in 4.5.1. Notice, to anyone other than the employees, the Union, or a vendor that is contracted to provide a service for purpose of the orientation.

4.5.2 Employer Agreement Not to Disclose Personal Contact Information

The Employer agrees that personal contact information of unit employees (e.g. home address, personal phone number, personal email address) is private information not to be disclosed to any private (non-governmental) person or entity, other than the Union or City approved vendors such as health providers who provide benefits to Union employees, except upon written authorization of the employee. The Employer further agrees to give the Union prompt notice of request from any such person or entity for such information, along with a copy of the Employer's response to such request.

4.6 Advance Notice

Except in cases of emergency, Union shall be given reasonable advance written notice of any

ordinance, resolution, rule or regulation proposed to be adopted by the City and directly relating to matters within the scope of representation and shall be given the opportunity to meet with management representatives prior to adoption.

Section 5. Salary Plan

5.1 Salary

The rates of pay set forth in this Section represent the standard rate of pay for each classification. Employees occupying a position in a classification covered by this MOU shall be paid at a base salary within the range established for that position's classification. The semi- monthly bi-weekly salary ranges for each classification is detailed in the Master Salary Schedule.

5.1.1 Cost of Living Increases

Effective the first full pay period in July 2021~~July 1, 2018~~, or upon approval by the City Council, whichever is latest, salary ranges for classifications in this unit shall be increased by three percent (3%)~~4%~~.

Effective the first full pay period in July 2022, 1, 2019, salary ranges for classifications in this unit shall be increased by three percent (3%)~~4%~~.

~~Effective the first full pay period in July 1, 2020, salary ranges for classifications in this unit shall be increased by 4%.~~

5.1.2 One-Time Payments

~~Effective the beginning of the first full pay period following ratification of this agreement by Teamsters and adoption by the City Council, employees who are employed by the City at the time of the ratification and adoption of this agreement shall receive the equivalent of a two percent (2%) annual salary (non-persable) one-time, lump sum payment.~~

5.1.2 Additional Market Pay Increases

~~Effective July 1, 2018, or upon approval by the City Council, whichever is latest, salary ranges for the classifications outlined below will be increased as follows:~~

~~(i)~~

- ~~Community Services Officer by 3.05%~~
- ~~Crime Scene Technician by 1.15%~~
- ~~Electrician by 10.4%~~
- ~~Lead Public Safety Dispatcher by 4.6%~~
- ~~Public Safety Dispatcher I/II by 4.6%~~
- ~~Senior Electrician by 10.4%~~

~~Effective the first full pay period in July 2019, salary ranges for the classifications outlined below will be increased as follows:~~

(ii)

- Community Services Officer by 3.05%
- Crime Scene Technician by 1.15%

~~Effective the first full pay period in July 2020, salary ranges for the classifications outlined below will be increased as follows:~~

(iii)

- Senior Building Maintenance Worker by .7%
- Water Plant Operator by .2%

5.2 Pay Days

Employees shall be paid ~~twice monthly bi-weekly~~. Routine paychecks shall be for the purpose of compensating for regular and overtime hours. Other compensation or reimbursement shall be separately identified and shall not include withholding for tax purposes, except as required by law.

~~All exceptions to pay, such as overtime, vacation, and sick leave usage, shall be processed and paid or reported on the subsequent paycheck.~~

~~During the term of this agreement, the City may change the pay dates to 26 pay periods a year after meeting with the Union regarding the impact of the decision and the implementation dates for such change.~~

5.3 Salary for New Employees

The salary for a new employee entering City employment shall be the minimum salary step for the classification to which the employee is appointed, unless the City determines that appointment to another step is in the best interest of the City.

5.4 Salary Range

Each employee shall have a salary range with pre-established advancement steps within the range.

Salary range adjustments for a classification will not set a new salary anniversary date for employees serving in the classification.

If the compensation for a classification is revised, employees shall be placed on the same pay step in the new pay range.

5.5 Salary Upon Promotion

When an employee is promoted, s/he shall normally receive the first step in the salary range for the new position. However, if such step results in a salary increase of less than five percent (5%), the employee shall be placed at a salary step that provides a minimum of a five percent (5%) increase, provided that in no event the new salary is above Step E of the promoted class.

5.6 Salary Upon Demotion

When an employee is demoted, his/her compensation shall be adjusted to the salary that most closely approximates the employee's salary in the higher classification. In no event shall the new salary be higher than the fifth step of the lower classification.

If a vacancy exists in a position in a lower classification, an employee who has previously held that vacant position may voluntarily choose to demote to fill the vacancy.

5.7 Work in a Higher Classification

An employee who is assigned to perform the duties of a higher classification by the Department Director, shall receive the pay of the higher classification for all hours so assigned when the employee has worked their entire regular shift. After making such assignments, the City shall not reassign for sole purpose of avoiding payments of such higher amounts. Employees will not be allowed to remain in such assignments beyond the limits set forth by Cal-PERS. Employees temporarily assigned to a higher classification shall be covered by this MOU and shall receive the benefits afforded by it.

Employees who are appointed to a higher classification, in an acting capacity, will receive a minimum six percent (6%) increase but no less than Step A and no more than Step E of the higher classification. If the six percent (6%) increase causes the salary to fall between two steps, the appointment will be made at the higher step. Further details relating to the payment of Acting Pay and Out-of-Class pay are contained in the City's Administrative Procedures, on Out-of-Class Pay.

5.8 Minimum Wage

All City employees shall receive a salary equal or greater than the minimum wage as specified by State or Federal Law.

5.9 Entry Salary

Each new employee shall be paid at the first step of the range for the classification in which s/he is hired. If the employee possesses exceptional training or experience, the employee may, with the approval of the Personnel Officer, start at a step above the first step. The City shall notify the Union of any occasion where a new employee is hired at a starting salary in Step "C" or above for the applicable classification.

5.10 Advancement (Step Increases)

Upon completion of the probationary period of employment, an employee appointed at Step A is eligible for a step increase. Additional step increases will be on an annual basis until the attainment of Step E. All step increases shall be based upon satisfactory performance as shown from the evaluation by the employee's Supervisor. Denial of step increases shall be based upon documented performance evaluations. In the event the employee does not receive a written performance evaluation within thirty (30) days of the employee's anniversary date, the step increase shall be approved and paid retroactive to the anniversary date.

Increases of more than one step, for superior performance, may be granted upon recommendation by the Department Director and approval by the Personnel Officer. The City shall provide the Union with a report every six months (once in January and once in July) listing the name of each bargaining unit member who received a step increase of more than one step in the preceding six months.

5.11 Bilingual Pay

Employees shall be entitled to receive, in addition to their regular compensation, an additional two percent (2%) of base pay if they meet the following criteria:

- a. Certification from the City that the employee possesses the needed language skills; and
- b. Certification from the employee's Department Head that a particular assignment involves the need for the required skills on a regular basis.

Qualifying languages are Spanish, American Sign Language, and any other language designated by the City Manager as beneficial to the City.

5.12 Deferred Compensation

Effective the first full pay period in July 2019, Teamsters employees' shall be eligible for a City matching contribution to their deferred compensation plan. The Teamster employee will receive a City matching contribution of up to two and one half percent (2.5%) of their annual salary to their deferred compensation plan. The amount of the City's matching contribution will depend on the amount of the employee's contribution. For instance, a 1% employee contribution will be matched with a 1% City contribution; a 2.5% employee contribution will be matched with a 2.5% City contribution.

Section 6. Hours of Work

6.1 Workweek

The workweek shall be from Sunday through the following Saturday, unless otherwise designated by the Department Director. For employees permitted to work on the 9/80 schedule, the workweek shall be mid-way through the Friday the employee works to the following Friday noon. The designated workweek shall remain permanent and may be changed only as a result of major changes in operations, payroll procedures, or as otherwise necessary in order to deliver services as efficiently and economically as possible.

6.2 Shift Trades

An employee may be allowed a voluntary shift trade with prior approval of the Department Director. Primary consideration shall be given to the needs of the City, with as much regard as possible for the wishes of the employee.

Section 7. Overtime, Call-Back

7.1 Definition

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To be eligible for overtime, an employee must have prior approval of the Department Director or designated representative. If prior approval is not feasible due to emergency circumstances, a confirming authorization must be made on the next regular working day following the date on which the overtime was worked. Authorized overtime shall be paid for all hours actually worked in excess of forty hours in the work week or work in excess of the employee's regular work shift. Authorized overtime will also be paid for all hours worked immediately before or after an employee work their entire regular work shift.

Leave hours, whether paid or unpaid, are not included as hours worked for computing overtime in excess of hours work beyond a regular shift or as hours worked for computing hours worked in excess of forty hours in the work week. The City shall not change the workweek to avoid paying overtime consistent with FLSA.

7.2 Scheduled and Emergency Overtime

Scheduled overtime is work performed outside an employee's regular work shift as defined in section 7.1 when the employee is given at least twenty-four (24) hours advanced notice.

Emergency overtime is work performed outside an employee's regular work shift as defined in section 7.1 when the employee is not given at least twenty-four (24) hours advance notice.

Unless excused by the Department Director, an employee, upon request, shall not fail or refuse to perform emergency or scheduled overtime. Failure or refusal of the employee to work overtime, in accordance with this provision, may be grounds for discipline.

When overtime work of a Communication Operator II is needed, the overtime shall be offered first to the Communication Operator II class, provided that the Department has more than two (2) hours' notice of the need for overtime. If less than two (2) hours' notice is given, the Department may assign overtime to best meet operational needs.

When scheduled overtime work of (i) any worker in the Public Works Department, (ii) Building Inspector I or II, or (iii) Construction Inspector I or II, is needed, the overtime shall be offered first to employees in the division (i.e. water, streets, parks) for which the overtime is needed, by seniority. If the need cannot be met with the specific division, the overtime may be offered to other employees, by seniority. If less than two (2) hours' notice is given, the City will make best efforts to assign overtime within the division, by seniority, but if not feasible, the Department may assign overtime to best meet operational needs.

7.3 Overtime Compensation

Overtime shall be compensated at the rate of one and one-half (1-1/2) times the base rate of pay; except for holiday overtime, which shall be computed at the rate of three (3) times the base rate of pay.

For 24/7 operations, there are four categories of pay:

1. Base hourly rate: This equals an employee's annual salary divided by 2080 hours;
2. Overtime hourly rate of pay: This equals an employee's base hourly rate plus incentives multiplied by 1.5.

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3. Holiday hourly rate of pay on Holiday worked as part of their regular work shift: This equals an employees' base hourly rate plus incentives multiplied by 1.5.
4. Holiday Overtime hourly rate of pay on Holiday worked: This equals an employee's base hourly rate of pay multiplied by 3.

For all other operations, there are three categories of pay:

1. Base hourly rate: This equals an employee's annual salary divided by 2080 hours;
2. Overtime hourly rate of pay: This equals an employee's base hourly rate plus incentives multiplied by 1.5.
3. Holiday hourly rate of pay on Holiday worked as part of their regular work shift: This equals an employee's base hourly rate plus incentives multiplied by 1.5.
4. Holiday Overtime hourly rate of pay on Holiday worked: This equals an employee's base hourly rate of pay plus incentives multiplied by 3.

7.4 Compensatory Time

An employee may request, through the Department Director, compensatory time off or overtime pay for overtime worked. Use and accrual of compensatory time shall be at the discretion of the Department Director to assure assignment of adequate personnel to provide and maintain the City services. No employee may accrue more than two hundred (200) hours of compensatory time. An employee shall receive paid overtime for all hours worked in excess of the two hundred (200) hours.

Accrued Compensatory Time shall be paid to an employee once per year upon request of the employee and at termination.

7.5 Call-Back Pay

Call Back Pay is paid when an employee is called for unscheduled or emergency work after the employee has returned home from a regular shift or on a day outside of the employee's regular shift. Call Back Pay is not paid when the work is scheduled or when the work is continuous with a regular shift. When an employee is called back to work, s/he shall be paid a minimum of two (2) hours at the rate of one and one-half (1-1/2) times the employee's base hourly pay rate. The minimum of two (2) hours shall apply to the first call-back and to any subsequent call-back after two (2) hours has expired from the original call. Employees shall be given first refusal of call- back or emergency work consistent with and subservient to Sections 7.2 and 7.3.

Employees called back on a City holiday shall be paid a minimum of three (3) hours at time and one-half the employee's hourly rate of pay.

All work (other than employee's regularly scheduled work hours) performed under the call-back provision shall be compensated at one and one-half (1 1/2) times the base hourly rate of pay. Approved and appropriate leave time taken during the employee's regular work schedule prior to or after call-back shall not preclude payment of overtime during call-back.

7.6 Court Appearance

Employees who are required to testify in court in their official capacity as a police department employee

and are scheduled to appear within one (1) hour after the regularly scheduled work shift, or conclude the court appearance within one (1) hour before the regularly scheduled work shift, that is, as an extension of his/her work shift, shall be compensated at the overtime rate for actual time worked and up to one (1) hour waiting time.

Employees who are off duty for more than one (1) hour, or on vacation, compensatory time off, or their regularly scheduled shift off, who are called back to testify in court in their official capacity as a police department employee shall be compensated for a minimum of four (4) hours (each call back providing that the call back periods do not overlap) or actual hours worked in excess of four (4) hours, computed at the overtime rate of pay.

7.7 Stand-by Pay

The employee who is on stand-by duty shall receive sixteen (16) hours of regular pay for each workweek of standby duty which includes Saturday, Sunday and Holidays. Sixteen (16) hours of regular pay is provided as an incentive for standby and emergency work hours.

All work performed during a standby tour of duty shall be compensated at the overtime hourly rate of pay. Standby employees shall be entitled to a minimum of two (2) hours at the overtime hourly rate for their first two call-outs per twenty-four (24) hour period. Subsequent call-outs (more than two) during a twenty-four (24) hour period shall be charged at the actual hours worked and paid at the overtime hourly rate of pay.

Employees shall not be entitled to additional standby pay for workweeks during which a holiday occurs; however, a standby employee shall be entitled to a minimum of four (4) hours pay at the overtime hourly rate of pay for their first two call-backs on a holiday. Subsequent call-backs during a twenty-four (24) hour period shall be charged at the actual hours worked and paid at the overtime hourly rate of pay.

7.8 Fatigued Employees

Rest Period – A minimum rest period of 8 hours will be provided to the employee. If the employee is required to work overtime causing less than an 8-hour rest period, the City will allow the employee to modify their schedule to allow for the 8-hour rest period with no charge to the employee's time off bank.

Section 8. Differentials

8.1 Shift Differential

The City shall pay shift differential to employees as follows:

(a) Qualifications

To qualify for shift differential, an employee must have a regularly assigned daily work schedule that requires the employee to work either an evening shift or a night shift. Evening and night shifts are determined by each department as the hours vary.

(b) Shift Premiums

Effective the first full pay period following ratification of this contract by the Teamsters and adoption by the City Council, shift differential for the evening shift shall be One Dollar and Ten Cents (\$1.10) per hour worked and shift differential for the night shift shall be Two Dollars (\$2.00) per hour worked. Such shift differential shall be paid for the regularly assigned straight-time work schedule; provided however, that the shift differential will be considered in the employee's base rate of pay for the purposes of calculating overtime payments.

(c) Paid Leaves

Whenever an employee who regularly works a shift qualifying for shift differential, is on vacation, sick leave, disability or other paid or unpaid leave, will not have shift differential included in computing the pay for such leave. Such shift differential shall be paid to that employee's replacement.

(d) Shift differential shall not be paid for accrued time paid at the time of termination.

8.1.1 Education Material and Training

The City will pay for education material and necessary training courses to obtain and maintain certification(s) and/or to perform duties the City may require.

The City of Tracy agrees to assist employees in the following manner:

- 1) Tracking certification requirements and completion dates for each employee;
- 2) Reimbursing the employee for the cost of the certificate application;
- 3) Reimbursing the employee for the cost of tuition, approved books and materials and mileage to attend required classes or seminars;
- 4) Providing an appropriate number of paid leave hours to obtain or maintain such required certificates as approved by the department director or designee; and
- 5) Upon successful completion of the test, the cost of the test.

The responsibilities of the employee include:

- 1) Obtaining prior approval from department head or designee for each specific course or seminar, time, location and cost;
- 2) Providing receipts for expense reimbursement, and
- 3) Returning books to city for other employee usage.

8.2 Wastewater Certification Pay

Utilities Operators and Senior Wastewater Plant Operators shall receive additional compensation in the amount of two and one-half percent (2 1/2%) above their current salary step for possession of a valid Grade IV or V Wastewater Treatment Plant Operator Certificate from the State of California Water Resources Control Board.

Utilities Operators and Senior Water Treatment Plant Operators shall receive additional compensation in the amount of two and one-half percent (2.5%) above their current salary step for possession of a valid Grade IV or V Water Plant Operator Certificate from the State of California Water Resources Control Board.

The City shall pay State Department of Public Health certification renewal fees for Water Plant Operators and State Water Resources Control Board certification and renewal fees for Wastewater Plant Operators, as well as certification renewal fees for Laboratory Technicians.

Details regarding the timing and payment of incentives are covered in the administrative Procedure on Education and Incentive Pay.

8.3 Pesticide Applicator's Certificate Pay

The City will pay an additional two and one half percent of pay (2.5%) for employees who hold a Qualified Pesticide Applicator's Certificate (QAC), Qualified Applicator's License (QAL) or a Pesticide Control Advisor (PCA) and are assigned pesticide application duties.

8.4 Training Pay – Police Department

Individuals within the classifications of Public Safety Dispatcher, Community Service Officer, Crime Scene Technician, and Animal Services Officer who are assigned by the Department to provide in-house training to employees in their assigned discipline shall receive 5% above their base salary as specified below.

Each classification will have a minimum of one (1) designated training position; however, the Department may designate as many additional positions as deemed necessary. Persons appointed to these positions will be provided with additional training necessary to qualify as an in-house trainer in their assigned discipline. The five percent (5%) training pay will only be paid to those employees appointed as in-house trainers and only during the hours the employee is providing training at the direction of the Department.

8.5 Building Inspector and Plans Examiners Certifications

Building Inspector

Building Inspectors shall be entitled to receive compensation of an additional one and one-half percent (1.5%) per certification up to a total of six percent (6%) above base pay for receiving and maintaining any of the four (4) department-approved Essential Certifications or their equivalent:

Essential Certifications:

- ICC Residential Building Inspector or ICC California Residential Building Inspector
- ICC Commercial Electrical Inspector (based on the NEC)
- ICC California Commercial Mechanical Inspector or IAPMO Mechanical Inspector
- ICC California Commercial Plumbing Inspector or IAPMO Plumbing Inspector

In addition, once a Building Inspector receives the four (4) Essential Certifications specified above, ~~he~~

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~~or she~~ they shall be entitled to an additional one percent (1 %) above base pay for each additional ICC certificate received and maintained from those approved by the Department, up to an additional three percent (3%) total.

Department Approved Certificates:

- ICC Commercial Building Inspector or ICC California Commercial Building Inspector
- CASP (Division of State Architect's, DSA, Certified Access Specialists Program Certification) certification
- ICC Building Plans Examiner or ICC California Building Plans Examiner

Plans Examiner

Plans Examiners shall be entitled to receive an additional one and one-half percent (1.5%) per certificate up to a maximum of six percent (6%) above base pay for receiving and maintaining any of the four (4) following Essential Certifications or equivalent:

Essential Certifications:

- ICC Residential Building Plans Examiner ~~or ICC California Residential Building Plans Examiner~~
- ICC Building Plans Examiner or ICC California Building Plans Examiner
- IAPMO UPC Plumbing Plans Examiner or IAPMO California Plumbing Plans Examiner
- IAPMO UMC Mechanical Plans Examiner or IAPMO California Mechanical Plans Examiner

In addition, once a Plans Examiner receives the four (4) ICC certificates specified above, ~~he or she~~ they shall be entitled to an additional one percent (1 %) above base pay for each additional ICC certificate received and maintained from those approved by the Department, up to an additional three percent (3%) total.

Department Approved ICC Certificates:

- CASP (Division of State Architect's, DSA, Certified Access Specialists Program Certification) certification
- ICC Electrical Plans Examiner
- ICC Commercial Building Inspector or ICC California Commercial Building Inspector

No employee may be entitled to receive more than nine percent (9%) total above base pay under this section 8.5.

8.6 Crane Assignment Pay

Effective July 1, 2007, employees who are assigned Crane Operations duties and who are required to obtain and maintain the required Crane Operator certification shall receive an additional one and one-half percent (1.5%) above base pay.

8.7 Commercial Driver's License Pay

Employees in classifications that are required to maintain a Class A Commercial Driver's License shall receive an incentive pay of Nine Hundred Dollars per year (\$900), prorated per pay period.

8.8 Universal EPA Certificate Pay

The City will pay a premium of \$1,400 annually, prorated per pay period, to employees in the Building Maintenance Worker series or the Utility Plant Mechanic series who (i) hold a Universal EPA certification allowing them to purchase and handle refrigerant and (ii) are assigned duties related to the City's refrigeration and HVAC systems that require the purchase and handling of refrigerants.

8.9 Water Distribution Operator Certification Pay

The following positions are eligible for a certification incentive pay of 2.5% upon receipt of their Grade 1 or 2 permanent Water Distribution Operator Certification:

- 1) Laboratory Technician I/II
- 2) Electrician

A certification pay incentive of 3.5% will be added to the base pay of the Electrician who is working on water well maintenance upon the receipt of a permanent Grade 3 Water Distribution Operator Certification.

Total Certification pay shall not exceed 3.5%

Section 9. Allowances

9.1 Uniforms – Parks, Public Works and Utilities

The City will provide and maintain uniforms for all employees designated to wear mandatory uniforms in the Parks and Recreation, Public Works and Utilities Departments. Uniforms so provided shall be determined for each designated classification in accordance with the Administrative Procedure on Uniforms and shall remain the property of the City and shall be returned by the employee upon separation or movement to another classification of employment.

Wearing of uniforms is mandatory. Exceptions will not be allowed without a written doctor's excuse. The quality of uniforms should ensure comfort and good fit and should be adequate for weather conditions. When the City is unable to provide a uniform to adequately fit an employee, the employee may request approval from the Department Head or designee to purchase and receive reimbursement for alternative uniform apparel within the City of Tracy uniform standards. Approval will not be unreasonably denied. Uniforms will be maintained by the City in accordance with the provisions of the Administrative Procedure on Uniforms.

The City will provide the appropriate marine gear for those employees that work on waterways.

9.2 Uniforms – Crime Scene Technician, Animal Services Officer, Crime Prevention Specialist, ~~and Community Service Officer, Fire Inspector, Property/Evidence Technician, Public Safety Dispatcher, and Code~~

Enforcement Officers

Crime Scene Technician, Animal Services Officer, Crime Prevention Specialist, Community Service Officer, Fire Inspector, and Property/Evidence Technicians, Public Safety Dispatchers and Code Enforcement Officers shall be paid an annual uniform allowance of Eight Hundred Dollars (\$800).

The allowance shall be paid during the pay period that includes June 30 of each year.

9.3 Uniforms - Fire Inspectors

Fire Inspectors shall be provided uniform shirts. In addition, Fire Inspectors will be provided a uniform jacket as needed.

9.4 Safety Boots and Prescription Safety Glasses

A. Safety Boots

The City will purchase or reimburse up to \$190.00 per employee per fiscal year for those employees required to wear safety boots in accordance with the provisions of the Safety Boot Administrative Procedure.

The City will establish accounts with a sufficient number of local vendors. Eligible employees will be issued a purchase order by their respective departments to purchase safety boots or may choose to be reimbursed upon submittal of a receipt. An employee may utilize these monies to purchase more than one pair of boots within the same fiscal year with the understanding the employee shall be reimbursed no more than \$190 total for that fiscal year.

Safety boots that are a hazard due to wear or damage, through no fault of the employee, shall be replaced by the City.

Employees shall be responsible for purchasing boots that meet or exceed the standards and specifications provided by the City.

Any employee, who loses or intentionally damages boots, so the boots are no longer safe, will be responsible for the full cost of replacing the boots.

B. Prescription Safety Glasses

Prescription safety glasses are provided for employees required to wear safety glasses due to the nature of their job up to one time every twenty-four (24) months. The City pays for the basic safety frame.

The maximum reimbursable value shall be \$190 every twenty-four (24) months for prescription safety glasses. The City will on a case-by-case basis reasonably accommodate or reimburse employees with complex prescriptions that may result in basic frames and lenses exceeding \$190.

Employees shall be responsible for purchasing prescription safety glasses that meet or exceed the standards and specifications provided by the City.

The City will establish accounts with a sufficient number of local vendors. Eligible employees will be issued a purchase order by their respective departments to purchase prescription safety glasses or may choose to be reimbursed upon submittal of receipt.

Any employee who loses or intentionally damages glasses so they are no longer safe, will be responsible for the full cost of replacing the glasses.

9.5 Tool Replacement

When the Department Director approves the use of personal tools for the performance of City work, the employee shall receive an allowance of Two Hundred Fifty Dollars (\$250.00) each calendar year for the replacement of such tools by reason of regular usage. The allowance shall be paid the first payroll in December.

Employee-owned tools that are used to work on City equipment shall be replaced, at no cost to the employee, if they are broken or lost through theft:

- (1) The broken tool shall be given to the supervisor and
- (2) A police report shall be required as proof of theft.

The City shall continue to provide any required specialty tools and tools greater than 1" in diameter.

9.6 Equipment and Clothing Return

All City-furnished equipment and clothing remains in the ownership of the City and must be returned when an employee leaves employment.

9.7 Meal Allowance

The City shall pay a meal allowance of Ten Dollars (\$10.00) for employees who perform a minimum of two (2) hours "unanticipated" overtime or callback work that extends through a regular mealtime. The two (2) hours minimum may be continuous to a regular shift, prior to a regular shift, or a call-back, but must occur during the employee's regular meal time, not to exceed three (3) meal allowances per twenty-four (24) hour period. For the purposes of this section, "unanticipated" means that the affected employee did not receive notice until the same day as the overtime assignment occurred.

A meal allowance shall also be paid for standby employees who are called out to work when such call out lasts four or more hours and extends through a regular meal period, not to exceed three (3) meal allowances per twenty-four (24) hour period.

9.8 Mileage Reimbursement

An employee who is required to provide transportation for the performance of his/her job or to attend required training shall be compensated at a rate established by the Internal Revenue Service. It is understood that such reimbursement does not apply to commuting by employees to or from their residences.

9.9 Education Reimbursement

Upon Department Director approval, an employee who completes a course of study and receives a grade of C or better may be reimbursed for books, supplies and tuition up to a maximum of \$2,500.00 per fiscal year, for courses taken at public colleges or universities in California or for the California tuition equivalent for courses that must be taken at colleges or universities outside of California public education system.

9.10 Credit for Training

Participation in and successful completion of special training courses may be considered in making advancements and promotions. Evidence of such activity shall be submitted, by the participating employee, to the Department Director and the Human Resources Director for inclusion in the employee's personnel file.

9.11 Certification Allowances

Each employee who is required, as a part of his or her job duties, to attend training for Contact Hours or Continuing Education Units to maintain job required certifications, will be reimbursed for all costs of travel, hotel, meals, and course fees, and any other expenses related to training. To be eligible for reimbursement, employees must request and receive written approval to participate in the training course from their Department Head or his/her designee prior to taking the course and incurring related expenses.

Section 10. Holidays

10.1 Paid Holidays

Regular full-time employees, except as otherwise provided herein, shall be entitled to observe all authorized holidays at full pay, not to exceed eight (8) hours for any one day.

The following are authorized holidays:

New Year's Day	January 1
Martin Luther King, Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving Day	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25
Floating Holidays (2)	

Two (2) Floating Holidays (16 hours of leave) will be credited to vacation balances on an annual basis

each January. New employees shall be granted two (2) holidays or sixteen (16) hours, if hired between January and June; twelve (12) hours if hired between July and September and eight (8) hours if hired between October and December.

10.2 Paid Holidays on 9/80 Work Schedule

The 9/80 work schedule is a work schedule in which an employee works 80 hours in a pay period. Typically, the employee works four nine (9) hour days and one (1) eight hour day in the first week and then work four nine-hour days and have a day off in the other week.

- (a) If a holiday falls on a nine (9) hour workday, the number and hours of paid City holidays will not change. A holiday is eight (8) hours. If a holiday occurs during the work period on a normal nine (9) hour day, employees will receive eight (8) hours for the holiday and will need to use one (1) hours of vacation, comp time, or available floating holiday time to make up the additional hour.

10.3 Saturday and Sunday Holidays

Except for employees working in a seven (7) day operation, if a holiday falls on a Sunday, the employee shall be granted Monday as a holiday. If a holiday falls on a Saturday, the employee shall be granted Friday as a holiday. However, if a Holiday falls on a Friday City Hall is closed; eight (8) hours of leave shall be credited to vacation for each regular full time employee.

10.4 Proclaimed Holidays

All holidays proclaimed by the Governor of the State of California or the President of the United States shall be granted as holidays.

10.5 Pay Rate for Holiday Work (Monday-Friday Operations)

Any regular full-time employee who is required to work on any of the holidays specified in subsection 10.1 above, shall be paid one and one-half (1.5) times the employee's hourly rate of pay for hours actually worked up to the number of hours scheduled for the employee's normal work shift on such holiday in addition to the eight (8) hours of holiday pay received.

10.6 Pay Rate for Holiday Work (Seven Day and/or 24/7 Operations)

Any regular full-time employee who is required to work on any of the holidays specified in subsection 10.1 above, shall be paid one and one-half (1.5) times the employee's hourly rate of pay for all hours actually worked up to the number of hours scheduled for the employee's normal work shift on such holiday in addition to the eight (8) hours of holiday pay received.

Employees who do not work on the specified holiday, and whose regular day off falls on that holiday, shall receive eight (8) hours pay, regardless of the normal length of their regular shift.

Section 11. Vacations

11.1 Vacation Benefits

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Employees shall be entitled to annual vacation leave based upon length of continuous service.

From date of employment through completion of the 5th continuous year - 96 hours per year.

From beginning of 6th year of continuous employment through completion of the 10th year - 136 hours per year.

11-15 years of continuous employment - 176 hours per year.

16 years or more continuous employment - 192 hours per year.

11.2 Vacation Accumulation

Employees shall not be allowed to accrue more than 400 hours of vacation leave without prior approval of the City Manager.

11.3 Vacation Scheduling

Annual vacations shall be scheduled by employees with the approval of the division head. Preference in scheduling shall be based upon seniority. Any vacation use other than regular yearly scheduled vacation shall require a minimum of 24 hours' notice and supervisor approval.

11.4 Vacation

All employees shall be entitled to vacation leave with pay upon completion of six months of employment. The vacation schedule shall be established with primary consideration for the needs of the City, but with as much regard as possible for the wishes of the employee. Leave may be taken only after it has been accrued and is subject to the above restrictions. No employee may take vacation during the first six months of employment.

11.5 Vacation Pay Upon Termination

Upon termination, employees will be paid for all accrued vacation.

11.6 Vacation Sell-Back

Employees covered by this agreement are allowed an optional sell-back of accumulated vacation or floating holiday leave. Once per calendar year, an employee may sell back accumulated leave, but not more than the equivalent of 50% of one year's accrual rate for vacation and floating holiday leave. Any vacation sell-back permissible under this section requires that a minimum of 40 hours of accrued vacation leave remain in employee's leave bank.

11.7 Employee Retention Incentive

Effective July 17, 2012, all Teamsters employees who have completed 10, 15, 20, etc. years of service with the City of Tracy will have 40 hours of vacation added to their vacation accruals. The 40 hours is not retroactive. For example, all employees who have completed at least 10 years of service with the City will receive 40 hours in their vacation accruals. Subsequent 40 hours will be added on the next

closest five (5) year anniversary date (15th, 20th, 25th, etc.) to come.

Section 12. Sick Leave

12.1 Accrual

All regular employees shall be eligible to accrue sick leave at the following rates:

Four (4) hours for each pay period.

Employees hired on or before January 1, 1983 shall receive sixteen (16) hours of sick leave with full pay for each month of service during the twenty-first (21st) year of employment and thereafter.

For purposes of this Section, month of service shall mean thirty (30) consecutive days.

12.2 Approval

Sick leave may be requested and used as approved by the Department Director or the Personnel Officer. Pay for approved sick leave shall be authorized until the employee's accumulated total of sick leave hours has been exhausted. At that time the employee shall receive no further pay for sick leave. An employee requesting sick leave should exercise reasonable diligence in notifying his/her supervisor prior to the time set for reporting to work.

12.3 Use

Sick leave should be requested only in cases of actual personal sickness or disability, medical or dental treatments, or for absences due to serious illness or injury of a member of the employee's immediate family. Sick leave may also be used by employees who are victims of domestic violence, sexual assault or stalking and who need to take time off of work for any of the reasons set forth in California Labor Code sections 230 and 230.1.

Employees may be granted leave with pay when the absence is required because of illness or injury of a member of the immediate family where attendance at the employee's residence is required or for emergency medical care. Each day used for this leave shall be subtracted from the accrued sick leave balance.

The City may require a justification for the need for this leave before approving the leave. Employees may use a maximum of six (6) days per year of sick leave accrual for the purpose of family sick leave. In unusual instances, the Department Director may extend family sick leave provisions beyond six (6) days per year. For the purpose of this subsection, "immediate family" shall mean the employee's parent, spouse or domestic partner and dependent children, parent- in-law, sibling, grandchild or grandparent.

Sick leave shall not be granted for disability arising from any sickness or injury purposely self- inflicted or caused by the employee's willfully shown misconduct.

12.4 Doctor's Certificate

It is understood that the City has a legitimate concern in preventing abuse of sick leave claims. If the

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City has a reason to believe that sick leave is being abused, it may request that any absence be verified. The City may request a doctor's or dentist's note from an employee only after three (3) consecutive sick days, except in cases where the City has identified possible sick leave abuse, in which case the City may request a doctor's or dentist's note from an employee after one (1) sick day. The City's right to verify an absence includes the right to require a doctor's excuse at any time. The City may prescribe forms to be used for this verification.

The Department Director or City Manager may require a written statement from an attending physician or dentist that an employee is capable and released to return to the performance of all duties of his/her position.

12.5 Sick Leave at Death/Termination

Upon death, the employee's estate shall receive straight-time pay for all accrued sick leave in excess of 120 days (nine hundred sixty hours).

If an employee terminates or is terminated for any reason, all accumulated sick leave shall be canceled.

However, accumulated sick leave up to 120 days shall be credited, to an employee if the employee returns to City employment within two (2) years of termination.

12.6 Sick Leave Conversion at Retirement

Employees who retire with at least 10 years of service may elect to convert all accrued sick leave to a medical insurance bank. The value of the medical insurance bank shall be determined by multiplying the number of accrued sick leave hours by the employee's hourly rate of pay as defined in Subsection 7.3.

The retired employee and the employee's dependents shall be entitled to continued group health insurance coverage currently in effect. The premium for such coverage will be deducted from the medical insurance bank until the bank is exhausted. At that time, the coverage may be converted to an individual policy at the discretion of the employee pursuant to the terms and conditions set by the Teamsters Managed Trust.

Subject to approval by the City and Teamsters Managed Trust, retirees may elect to utilize funds in their medical insurance bank to purchase alternate medical coverage.

12.7 Catastrophic Sick Leave Program

An employee may be eligible to receive donations of paid leave to be included in the employee's sick leave balance if she/he has suffered a catastrophic illness or injury which prevents the employee from being able to work. Catastrophic illness or injury is defined as a critical medical condition considered to be terminal, a long-term major physical impairment or disability.

ELIGIBILITY:

1. The recipient employee or any other employee may submit a written request to the Human Resources Division to initiate the process.

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2. The recipient employee is not eligible so long as she/he has paid leaves available; however, the request may be initiated prior to the anticipated date leave balances will be exhausted.
3. A medical verification must be provided by the recipient employee.
4. A recipient employee is eligible to receive 90 working days of donated time per employment.
5. Donations of vacation and/or compensatory time shall be made in increments of full hours. Donations are irrevocable. Unused hours remaining when the recipient returns to work or terminates employment with the City shall be retained by the recipient.
6. The donor's hourly value will be converted to the recipient's hourly value, and then added to the recipient's sick leave balance on a dollar-for-dollar basis.
7. The donor employee may donate vacation, compensatory time, or in lieu of holiday time, which shall be converted to recipient employee's sick leave balance and all sick leave provisions will apply. Time donated in any pay period may be used in the following pay periods. No retroactive donations will be permitted.
8. The recipient employee's entitlement to personal disability leave will be reduced by the number of hours added to the recipient's sick leave balance.
9. In the event of the death of the recipient while still employed by the City, any donated unused leave time remaining at the time of death will be paid to the recipient's estate at 100% of the value at the employee's final hourly rate.
10. The determination of the employee's eligibility for Catastrophic Sick Leave donation shall be at the City's sole discretion, and shall be final and non-grievable.

Section 13. Workers' Compensation

An employee receiving disability payments under Workers' Compensation Laws shall be entitled to industrial accident leave in accordance with state laws and employment status.

Three (3) consecutive calendar days following the last day worked constitutes a waiting period before Workers' Compensation starts. The time the employee is scheduled to work during this waiting period will not be charged to the employee's sick leave and/or vacation accruals if the claim is accepted. In order to qualify for Workers' Compensation, the employee must be under the care of a physician. For accepted claims ~~t~~Temporary compensation is payable on the first three (3) days of disability when the injury necessitates hospitalization, or when the disability exceeds 21 days.

Temporary disability payments under Workers' Compensation laws will be integrated with the employee's accumulated sick leave and vacation leave. In such circumstances, the employee shall be paid the difference between the disability payments and his/her full salary. Payments from the insurance carrier for disability arising out of and in the course of employment shall be paid to the employee and forwarded to the City. The amount of such payment or payments shall be deducted

from the monies which the employee would otherwise receive from the City.

Payments from the insurance carrier plus the monies paid to the employee by the City shall be equivalent to the employee's regular full pay.

In no case may an employee receive more income than the amount of his/her normal pay. Employees must turn in checks received from insurance carrier to the City.

Section 14. State Disability and Paid Family Leave

State Disability Insurance payments are available to employees who cannot work because of sickness or injury not job related. SDI payments shall be integrated with accumulated sick and vacation leave balances unless the employee elects in writing, at the time of disability, to retain payments from SDI and receive no supplemental income (paid leave) from the City.

To the extent accumulated sick leave or vacation leave is available; the employee will continue to receive normal paychecks. Payments received from the state shall be turned in to the City. When such checks are received by the City, a portion of the employee's next paycheck, equal to the amount turned in, shall be recorded as nontaxable pay and sick leave shall be charged only for the amount of the City's share of the paycheck.

In no case may an employee receive more income than the amount of his/her normal pay. Employees must turn in checks received from the insurance carrier for the City, unless the employee elected in writing, at the time of disability, of the employee's choice not to receive paid leave.

Additionally, employees may be eligible to receive Paid Family Leave in accordance with State Law and City Policy. In such cases, the PFL will be integrated with pay in the same fashion as State Disability Insurance.

Section 15. Leaves of Absence

15.1 Approved Absence Without Pay

Upon written request, the City Manager may grant an employee a leave of absence without pay for a definite period, not to exceed one (1) year. Failure on the part of the employee, absent without pay, to return to duty within 24 hours after the last date of the approved leave shall be cause for discharge.

For leaves of absence without pay for reasons which qualify as leave under the Family and Medical Leave Act, the City will pay health benefits in accordance with the provisions of the Family and Medical Leave Act.

15.2 Bereavement Leave

- (a) In the event of a death in the immediate family, employees shall be granted leave up to a maximum of five (5) working days. The employee may, with the Department Director's permission, use vacation, sick leave, or compensatory time, if additional leave is required. Such permission shall not be unreasonably refused. In the event of the death of a relative, not a member of the immediate family, absence from duty shall be allowed not to exceed one (1) day.

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Such absences shall not be charged to sick leave. Upon request, the employee shall provide appropriate verification of attendance and/or relationship.

The immediate family of an employee is defined as: parents, step-parents, parents in- law, spouse, domestic partner, child, step-child, brother, sister, grandparents, grandchildren, brother/sister in-law, son/daughter in-law, or legal guardian or a person who is at least 50% dependent on an employee.

- (b) In special cases, with the approval of the Department Director, and the Personnel Officer may grant a death leave in other circumstances.

15.3 Military Leave

- (a) Military leave shall be granted in accordance with provisions of state and federal laws. An employee entitled to military leave shall give the Department Director an opportunity, within the limits of military regulations, to determine when such leave shall be granted. An employee on military leave of absence who has been an employee of the City for not less than one year shall be entitled to receive City salary for the first 30 calendar days of such absence. Pay for such purposes shall not exceed 30 days in any one fiscal year.
- (b) An employee returning from military duty shall be entitled to appointment to the same or a corresponding position with full salary and benefits, including within-class-pay step increases as would have been received had the employee remained for that period of time in active service with the City. Application must be made within six months of discharge. An employee returning to employment following military leave shall not be discharged without cause within one year after restoration.
- (c) A person employed by the City to fill a position made vacant by an employee on military leave of absence shall hold such position subject to being laid off upon any of the said employees being restored to their former positions. An employee promoted to fill a position made vacant by an employee on military leave shall hold that position subject to being restored to his/her former position upon return of the employee.

15.4 Maternity Leave

Maternity leave shall be granted in accordance with City Policy and applicable state and federal laws.

15.5 Family and Medical Leave Act

The parties acknowledge the applicability of the Family and Medical Leave Act and intend to apply and implement this M.O.U. so as to comply with the Act.

15.6 Jury Duty

An employee shall be entitled to a leave of absence, for a reasonable time necessary, to appear as a witness in court, other than as a litigant, pursuant to a lawful subpoena, to serve on a jury, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee. Such a leave of absence shall be granted, with

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pay, up to the amount of the difference between the employee's regular earnings and any amount received for jury or witness fees, with the exception of any mileage allowance, which shall be retained by the employee.

Such a leave of absence shall not be charged against the employee's sick leave or vacation leave. Any employee released from jury duty prior to the end of their regular shift shall then report to work; provided, however, that this combination of jury duty and work time shall not exceed, within a 24 hour time period, the total number of hours of the employee's regular schedule.

An employee who is seated as a juror or alternate juror shall inform the supervisor on or before the day the trial begins of the estimated length of the trial. If an employee is required to serve on jury duty on a regularly scheduled day(s) off, the City will endeavor to reschedule the day(s) off beginning with the sixth day of a combination jury duty and work duty, provided that such rescheduling does not require the payment of overtime.

An employee who is assigned to a night or evening shift will be reassigned to a day shift for the scheduled work week, and night or evening shift premium pay shall not be discontinued during the period of assignment.

15.7 Voting Leave

Employees shall be granted sufficient time to vote during municipal, primary and general elections.

15.8 Attendance and Leave Reports

Absence of all employees on vacation leave, sick leave, compensatory leave and leaves without pay granted by Department Director, shall be reported to the Department Director. Such reports shall indicate the hour and date of employment and regular days off included within the period of absence.

15.9 Attendance

Effective upon adoption of this Agreement, any employee who fails to call or show for work shall receive an oral written reprimand on the first occasion; a three (3) day suspension written reprimand on the second occasion, a three (3) day suspension on the and shall be terminated on the third (3rd) occasion, and shall be terminated on the fourth (4th) occasion-during an eighteen (18) month period. A failure to call or show for work is defined as no contact with employee's supervisor or department management within the first hour of an employee's scheduled shift. The City shall require verification when an employee submits any justification for the failure to call or show for work. The City shall consider any justification and verification submitted by an employee before exercising its right to impose discipline under this section.

Section 16. Insurance

16.1 Health and Welfare

The City will contribute fifty percent (50%) of the increase in monthly premiums of its healthcare contribution or \$75.00 per month, whichever is less. The City currently contributes \$1289.75 and each employee contributes \$200.20 monthly towards healthcare costs for medical,

dental and vision care. The plan selected through the Teamsters Managed Trust (TMT) shall continue to be Warehouse Plan Option II (Kaiser and United Health).

Employees shall pay the difference, through payroll deduction, between the City's monthly contribution and the actual cost of the plan. In the event the monies necessary to fully pay the monthly cost of the plan selected in future years is less than the monies specified above, the City will only pay the actual cost of the plan. The City agrees that employees covered by this Agreement shall not have to pay more than fifteen percent (15%) of the total cost of the monthly composite rate of Warehouse Plan Option II.

In the event that modifications or amendments to the existing terms and conditions of participation in the Teamsters Managed Trust Plan which would increase the City's liability and/or cost other than the maximum contribution per month per employee, are enacted by the Trust, the City may, at its sole option, terminate participation in the Trust upon 30 days' notice to the Union and the Trust. If the City exercises this option during the term of the MOU, the City will meet and confer with the Union regarding substitute health provisions which are substantially equivalent to health and welfare benefits then being provided to other City bargaining units.

16.2 Life Insurance

The City agrees to maintain the life insurance component of the Trust at Thirty Thousand Dollars (\$30,000) total, including the amount covered as part of the standard Health and Welfare Plan. The City agrees to pay the entire premium for the additional life insurance which shall be paid separately from the monies the City allocates for health and welfare, dental and vision.

Section 17. Probationary Period

17.1 Purpose

All new and promoted employees shall serve a probationary period. The probationary period shall be considered the last portion of the selection process. Its purpose is to allow the Personnel Officer or, under the Personnel Officer's direction, the Department Director, to observe and appraise the conduct, performance, attitude, adaptability and job knowledge of a new or promoted employee and to determine whether the employee is fully qualified for the position.

17.2 Duration

The probationary period for new and promoted City employees shall be six (6) months. Employees hired into the classifications of Public Safety Dispatcher I/II or Senior Public Safety Dispatcher, Water Treatment Plant Operator I/II/III, or Senior Water Treatment Plant Operator, Senior Wastewater Treatment Plant Operator or Wastewater Treatment Plant Operator I/II/III and Utility Operator shall have a probationary period of twelve (12) months.

An employee who is in a probationary status may be rejected without cause, without right of appeal and without recourse to the Grievance Procedure as provided in Section 22 hereof, except as provided in section 17.5.

17.3 Promotion

An employee, who has gained permanent status and thereafter accepts a promotion, may be rejected during the probationary period without cause. Said employee shall retain all other rights of a permanent employee in the classification held prior to promotion. Those rights can only be affected for cause.

The Department Director may extend the probationary period in three-month increments, not to exceed one (1) year, if the Department Director feels additional time is necessary to adequately evaluate the employee.

17.4 Probationary Reports

No less than two (2) written performance reports of each probationary employee shall be made by the Department Director or their designee during the probationary period according to rules established by the Personnel Officer. Those written reports will consist of at least one (1) report given half way through the probationary period and the second report given at the end of the probationary period.

17.5 Effect of Probationary Period

The Personnel Officer may terminate, without cause, an employee at any time during the probationary period. Said employee shall have no recourse to any provisions for appeal set forth in the rules and regulations, except where there is an allegation of discriminatory bias, in which case, the formal appeal process may be used. An employee rejected during the probationary period following a promotional appointment shall be reinstated to the classification from which he/she was promoted if a vacancy exists in such classification, unless the employee is discharged for cause as set forth in Section 21. If no vacancy exists in the classification from which the employee was promoted, the employee may exercise the displacement procedures set forth in Section 19(b). Probationary promotional employees are exempt from this section in cases of dismissal for cause.

For purposes of this section, "Discriminatory bias" shall be defined to be consistent with the specific bases for protections against employment discrimination as provided under California Government Code section 12940(a) of the California Fair Employment and Housing Act ("FEHA").

Section 18. Miscellaneous Personnel Actions

18.1 Vacancies in the Competitive Service

All vacancies in higher positions in the competitive service shall be filled by promotion from within if the following conditions are met:

- (a) The City Manager determines that there is an internal applicant pool and that the best interests of the City will be served by promoting from within.
- (b) The person selected shall be the most qualified applicant for the job; and
- (c) Any promotional examination shall comply with the City, state and federal rules and regulations governing competitive examinations.

(d) If the City Manager decides not to utilize a promotional only exam, the action of the City Manager shall be grievable under the grievance procedure of Section 22.2 of this MOU.

18.2 Vacancies in City Service

Prior to a vacancy being filled through the process outlined in this section, the lateral process shall first be reviewed for internal employees wishing to transfer to a new work assignment.

All vacancies in the City's service shall be filled by re-employment, promotion, transfer, demotion, reinstatement, or by appointment from an employment list. When employment lists are used to fill vacancies, they shall be used in the following order:

- (a) By appointment of eligibles from re-employment lists;
- (b) By consideration of eligibles from promotional lists;
- (c) By consideration of eligibles from an open eligibility list.

The City shall determine the number of applicants from a promotional list to interview for any position. The most qualified applicants who are current City employees shall be interviewed prior to the consideration of any equally qualified applicant from an open list.

Promotional examinations scheduled by the City during an employee's regular working hours may be taken without loss of compensation.

18.3 Transfer

An employee may be transferred from one position to another position in the same or comparable classification upon approval of the affected Department Directors. Transfer may be made at any time by the Personnel Officer. Transfer shall not be used to effect promotion, demotion, advancement or reduction. No person shall be transferred to a position for which s/he does not possess the minimum qualifications. Upon notice to the Personnel Officer, an employee may be transferred by the appointing power at any time from one position to another position at a comparative class. For transfer purposes, a comparable class is one with the same maximum salary, involving the performance of similar duties and requiring substantially the same qualifications.

18.4 Demotion

The Personnel Officer may demote an employee who so requests it, or whose ability to perform the required duties falls below standard, or for disciplinary purposes. No employee shall be demoted to a class for which the employee does not possess the minimum qualifications.

18.5 Suspension

The Personnel Officer may suspend an employee without pay from his/her position in accordance with disciplinary procedures indicated in Section 21.5. Suspension without pay shall not exceed 30 calendar days.

A Department Director may suspend an employee after affording due process rights for not more than three (3) working days for any one offense.

18.6 Provisional

The Personnel Officer may appoint an employee to an allocated full-time position subject to certain conditions identified by the Personnel Officer or may appoint an employee who does not meet the minimum qualifications for the position to which that employee is appointed. The employee must satisfy the minimum qualifications or specified conditions prior to completion of the applicable probationary period.

18.7 Reclassification

The Personnel Officer may reclassify an incumbent to a new job classification with the same or higher maximum rate of pay based upon an analysis of job responsibilities and duties where a preponderance of the work performed is outside of the originating class. For purposes of the probationary period, a reclassification is the same as a promotion if it results in the employee's salary increasing by five percent (5%) or more. The probationary period for reclassified employees may be waived at the discretion of the Personnel Officer.

18.8 Flex Staffing

The City may choose to Flex Staff (promote) classes within the same job family that contain entry or journey positions to entry/journey or advance/journey level positions. Flex Staffing gives the flexibility to hire employees at the less experienced level or at the more experienced level depending upon applicant qualifications and City staffing needs. All positions in the following classifications are designated for flexible staffing.

From

Animal Services Officer I
 Building Inspector I
Building Maintenance Worker I
Construction Inspector I
Equipment Mechanic I
Laboratory Technician I
 Public Safety Dispatcher I
Wastewater Treatment Plant Operator I
Wastewater Treatment Plant Operator II
Water Treatment Plant Operator I
Water Treatment Plant Operator II
Engineering Technician I
Plan Examiner I
Maintenance Worker I
 Utilities ~~Maintenance~~ Worker I
Utility Mechanic I

To

Animal Services Officer II
 Building Inspector II
Building Maintenance Worker II
Construction Inspector II
Equipment Mechanic II
Laboratory Technician II
 Public Safety Dispatcher II
Wastewater Treatment Plant Operator II
Wastewater Treatment Plant Operator III
Sr. Water Treatment Plant Operator II
Water Treatment Plant Operator III
Engineering Technician II ~~Junior Engineer~~
Plan Examiner II
 Maintenance Worker II
 Utilities ~~Maintenance~~ Worker II
Utility Mechanic II

Section 19. Layoff and Recall

A permanent employee may be laid off, without prejudice, due to lack of funds or curtailment of work. No permanent employee, however, may be separated while there are temporary employees serving in the same or allied class or position in the City service, unless that employee has been offered the temporary work.

When a Department Director is instructed by the City Manager to reduce the number of employees, layoff shall be made in accordance with the following rules below, (a) through (e) inclusive:

- (a) Layoffs shall be by job classification according to reverse order of seniority as defined by total City service.
- (b) The employee to be laid off may displace the least senior employee in the lateral or next lower classification in which the employee previously held permanent status, provided the displaced employee has less total City service. Total City service means as a full-time employee.
- (c) An employee may demote or transfer to a vacant position in a classification for which the employee possesses the necessary skills as determined by the minimum qualifications and job specifications for position.
- (d) The name of each laid off employee shall be entered, in order of seniority, on a Re-employment List for two (2) years.
- (e) A former employee appointed from a re-employment eligibility list shall be restored all rights accrued prior to being laid off, such as sick leave, vacation credits, and credit for years of service. However, a re-employed employee shall not be eligible for benefits for which s/he received compensation at the time of, or subsequent to the date the employee was laid off.

Section 20. Separation from Service

20.1 Resignation

An employee wishing to resign from employment shall file with the Department Director a notice of intention to leave at least two (2) weeks in advance. In the event the employee provides two (2) weeks' notice, the employee shall receive his/her final paycheck on the last day's work.

20.2 Reinstatement

A permanent employee who has resigned in good standing may request reinstatement to a position in his/her former classification. The City Personnel Officer (the City Manager) may reinstate such employee to a vacant position pursuant to City Policy. Upon reinstatement, the vacation accrual rate shall be restored based upon total city service incurred up to the date of separation of employment from the City of Tracy. The City Manager may request such employee to submit to a physical examination and may require the employee to serve a new probationary period.

20.3 Termination Interview

An employee terminating City employment, for whatever reason, shall be interviewed by his/her immediate supervisor, who shall advise the employee of both the employee's and the City's rights under the terms of resignation and shall ascertain the reasons for termination of employment.

20.4 Discharge

An employee may be discharged at any time by the Personnel Officer for just cause. Whenever it is the intention of the Department Director to discharge an employee in the competitive service, the Personnel Officer shall be notified and Personnel Officer's prior approval obtained. The City agrees to give any employee who is being discharged at least five (5) working days' notice of such disciplinary action.

Section 21. Employee Conduct and Discipline

21.1 Personal Conduct

Employees are required at all times to conduct themselves in such a manner as to reflect no discredit upon the City of Tracy.

21.2 Financial Affairs

Employees shall so arrange their personal financial affairs that creditors and collection agencies will not have to make use of the offices of the Personnel Officer, the Department Directors, nor the Finance Manager, for the purpose of making collections.

21.3 Outside Employment

An employee may not carry on, concurrently with his/her public service, any private business, public office, employment or undertaking, attention to which affects the time or quality of his/her work, or which creates a conflict of interest with his/her employment.

21.4 Private Use of City Equipment

No City facility or equipment shall be put to any private use without the permission of the Department Director or designee.

21.5 Disciplinary Action

This section shall apply to the following disciplinary actions:

Oral Reprimand
Written Reprimand
Suspension
Demotion

Discharge

21.6 Causes for Disciplinary Action

Disciplinary actions may be imposed upon any permanent employee for just cause. The following shall constitute just cause for disciplinary action:

- a) Fraud in securing employment
- b) Failure to perform/execute job duties
- c) Failure to complete assignments in a timely manner
- d) Inexcusable neglect of duty
- e) Insubordination
- f) Dishonesty
- g) Being under the influence of alcohol or controlled substance while on duty
- h) Inexcusable absence without leave
- i) Conviction of a felony or conviction of a misdemeanor involving moral turpitude. A plea or verdict of guilty, or conviction following a plea of nolo contendere, to a charge of a felony or any offense involving moral turpitude is deemed to be a conviction within the meaning of this section
- j) Discourteous treatment of the public or other employees
- k) Misuse of City property
- l) Violation of any established City/Department rule, regulation, policy and/or manual
- m) Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex/gender (including pregnancy, childbirth or related medical conditions), gender identity, gender expression, genetic information, sexual orientation or age, military or veteran status against the public or other employees while acting in the capacity of a City employee.
- n) Theft or sabotage of City property
- o) Fighting, assault and/or battery

21.7 Manner of Reprimand

If the City has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. Any such oral reprimand shall be considered final, subject only to protest in writing to the employee's personnel file.

21.8 Types of Discipline

Any authorized supervisory employee may propose disciplinary action for cause against an employee under his/her supervision in accordance with the procedures outlined in this MOU. In general, the City shall adhere to the principles of progressive discipline.

21.8.1 Oral Reprimand

Verbally notifies the employee that his/her performance or behavior must be improved. Oral warnings are generally given by supervisors when counseling has failed to produce the desired changes. The warning defines the areas in which improvement is required, sets up goals leading to this improvement, and informs the employee that failure to improve will result in more serious

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action. Although the supervisor makes a note of the content of the warning or sends a confirming memo to the employee, no record is placed in the employee's permanent personnel file unless subsequent action is necessary. Oral reprimands are not subject to the disciplinary appeal procedure set forth in this MOU. However, employees may file a response to the oral reprimand to be placed with any documentation related to the oral reprimand in the file.

21.8.2 Written Reprimand

Official notification to the employee that there is cause for dissatisfaction with the employee's services and that further disciplinary measures may be taken if said cause is not corrected. Written reprimands should be given in consultation with the Human Resources Director. Written reprimands shall be made a part of the employee's official personnel record and may be considered as pertinent evidence or information in any hearing.

21.8.3 Suspension Without Pay

A suspension without pay for any period of time is subject to the disciplinary appeal procedure set forth in this MOU.

21.8.4 Reduction in Step Within Range as a Disciplinary Measure

Is the withdrawal of step advancements granted for merit, efficiency, and length of service. Reduction in pay shall become effective on the effective date of the disciplinary action. Reduction may be made on permanent or a temporary basis. Reductions of pay are subject to the disciplinary appeal procedure set forth in this MOU.

21.8.5 Demotion Without Consent

Shall be a reduction in classification to a classification having a lower maximum salary with a corresponding reduction in salary as set forth in section 8.9.2 of the City's Personnel Rules. Demotion without consent may be made to the classification having the lowest maximum salary in the classification series or a classification series comparable to that within which the employee's position is located. Demotion may be made on a permanent or temporary basis. Demotions are subject to the disciplinary appeal procedure set forth in this MOU.

21.8.6 Dismissal

The termination of an employee from the City service. Dismissals are subject to the disciplinary appeal procedure set forth in this MOU.

21.9 Procedures for Disciplinary Action

Written Notice/Pre-Discipline Meeting/Final Action

The City shall issue a written notice of discipline, describing the intended discipline, the basis for the discipline, and attaching any documents upon which the discipline is based. The City shall provide the employee an opportunity to respond to the disciplinary action, either orally or in writing, within 10 calendar days of such written notice of discipline. If the employee chooses to respond orally, the Human

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Resources Director shall designate a City official, not involved in the disciplinary decision, who shall convene a meeting to hear the employee's response. If the employee chooses to respond in writing, the written response shall be logged in the employee's personnel file. No further appeal shall be permitted. In the case of a written reprimand, the employee may respond by submitting a written rebuttal to be logged in the employee's personnel file.

For discipline that is equal to or greater in severity than a suspension, including a demotion or reduction in pay, the City shall issue a notice of intent to impose discipline, describing the intended discipline, the basis for the discipline and attaching any documents upon which the discipline is based. The notice shall state that the employee has a right to respond, either orally or in writing, before discipline is imposed. A copy of the notice will be sent to the Union office. The City shall set the pre-discipline meeting approximately one (1) week from the date of the notice, unless a different time and date is set by mutual agreement.

For discipline that is equal to or greater in severity than a suspension, including a demotion or reduction in pay, the Human Resources Director shall designate a City official who is disinterested in the matter who shall convene a meeting to review the employee's response before imposing discipline (*Skellv* meeting). The employee shall be entitled to a representative of his/her choice; provided, however, that the inability of a particular representative to attend the meeting shall not be cause for requiring a continuance of the meeting unless it can be re-scheduled in a reasonable amount of time. At the meeting, the employee shall be provided the opportunity to respond to the charges and to present any new information for consideration by the City.

At some reasonable time, but no longer than thirty (30) calendar days, after the employee has been provided an opportunity to respond to the charges, the City shall issue a final notice of discipline. The notice shall notify the employee of his/her right of appeal.

21.10 Disciplinary Appeal Process

21.10.1 Employee's Right to Representation During Appeal Process

At any step in the disciplinary appeal procedure, the employee concerned may choose to represent himself/herself or may be represented by a union representative, and/or by legal counsel. The employee concerned shall be personally present at all stages of the disciplinary appeal process unless that employee specifically waives the right in writing.

21.10.2 Appeal Process (for discipline equal to or greater than 5-day suspension or reduction in pay)

Employees shall have the right to appeal from the final notice of discipline any final discipline imposed. The notice of appeal must be received within thirty (30) calendar days from the date of the final notice of discipline, or the right to proceed to the next appeal level under this MOU shall be forfeited and the discipline shall become final.

Hearing Officer Selection: The appeal shall be heard by an independent hearing officer. The hearing officer shall be selected from among a list of seven (7) names provided by the Federal Mediation and Conciliation Service, or from a similar body mutually agreed to between the parties. After a toss of a coin to decide which party shall strike first, the representative of the City and the employee (or the employee's representative) shall alternately strike one name from the list until one name

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remains and such person shall act as the hearing officer. This procedure shall be followed until there is an available arbitrator.

Costs: The costs of the hearing officer shall be borne by the City. Either party may request that the hearing be transcribed, and the requesting party shall bear the expense of the transcript and court reporter's fees. If the transcript is jointly requested by both parties, both parties will share equally in the expense of the transcript and court reporter's fees.

Hearing Officer Authority: The hearing officer shall have the authority to convene the hearing, receive evidence through testimony and documents and make findings of fact and conclusions about the discipline. Within sixty days (60) of the close of the hearing, the hearing officer shall serve a decision on the parties. The Hearing Officer's decision shall be final and binding on all parties.

Waiver of Steps or Time Limits: Notwithstanding any provision in this section, any time limit or stage of procedure specified in this section may be waived upon consent of all parties involved.

Section 22. Grievance Procedures

22.1 Definition

A grievance is any dispute which involves an alleged violation, interpretation or application of any personnel rule, city policy, or provision of this MOU excluding, however, those provisions of this MOU which specifically relate to discipline.

22.2 Grievance Procedure

It is the City's intent to deal with and settle complaints and grievances informally and at the nearest practical organizational level and as promptly and fairly as possible. Whenever feasible, complaints and grievances will be handled during the regularly scheduled working hours of the parties involved.

A grievance shall be processed in the following manner:

22.2.1 Informal Grievance Procedure:

A grievance must be filed within thirty (30) calendar days of the knowledge of act(s) or omission(s) giving rise to the grievance. Failure to file the grievance within this time period shall result in denial of the grievance as null and void. Within thirty (30) working days of the knowledge of the act(s) or omission(s) giving rise to the grievance, the grievant or the grievant's Union representative must discuss the grievance with his/her immediate supervisor, who shall investigate and attempt to resolve the matter. The supervisor shall give the grievant a written reply within ten (10) working days after the discussion. If the grievant is not satisfied with the reply, he/she may proceed to the Formal Grievance Procedure.

22.2.2 Formal Grievance Procedure:

Level 1 – Review:

Any grievance not resolved by the Informal Grievance Procedure, may be submitted in writing by the

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grievant to his/her supervisor and Department Head, along with a copy to the Human Resources Director, no later than fifteen (15) working days after the date of the supervisor's written reply. A grievance may be submitted directly to the Human Resources Director or, if the grievance started at a level above the supervisor or Department Head, the grievance may be submitted at the higher level. The grievance shall be in writing on a Union grievance form to ensure clear communication and assist in resolving the grievance. The written grievance must contain the following information:

1. Name of grievant and job title;
2. Department/Section in which grievant works;
3. The specific act or omission that gave rise to the alleged violation, misinterpretation, or misapplication and the date or dates of the alleged act or omission, if available;
4. The specific City Policy, Personnel Rule, or provision of the Memorandum of Understanding alleged to have been violated, misinterpreted, or misapplied;
5. A list of the documents, witnesses or other evidence that support the grievance;
6. Desired solution or remedy;
7. Signature of the grievant or representative and date signed.

Within ten (10) working days thereafter, the supervisor shall schedule a meeting with the grievant or his/her representative, to work at resolving the grievance. The supervisor shall give the grievant a written reply within ten (10) working days after the meeting and shall file a copy with the Human Resources Director. If the grievant is not satisfied with the response, he/she may proceed to Level 2.

Level 2 – Department Head Review:

Any grievance not resolved at Level 1 may be submitted to the Department Head no later than ten (10) working days after the date of the supervisor's written reply. The grievant shall provide the Department Head with a copy of the Level 1 response. Within ten (10) working days of filing the formal grievance, the Department Head shall schedule a meeting with the grievant or his/her representative, to work at resolving the grievance. The Department Head shall give the grievant a written reply within ten (10) working days after the meeting and shall file a copy with the Human Resource Director. If the grievant is not satisfied with the response, he/she may proceed to Level 3.

Level 3 – City Manager Review:

Any grievance not resolved at Level 2 may be submitted to the City Manager no later than ten (10) working days after the date of the Department Head's written reply. The grievant shall provide the City Manager with a copy of the Level 1 and Level 2 responses. Within ten (10) working days after the receipt of the grievance and the Level 1 and Level 2 responses, the City Manager or personal representative, who is not the Department Director, shall investigate the merits of the complaint, which may include meeting with the grievant or his/her representative or conducting an informal hearing involving the parties to the dispute. At some reasonable time, but no longer than ten (10) calendar days after concluding his/her investigation, the City Manager shall issue a written decision to the grievant.

Level 4:

If the Union is not satisfied with the City Manager's response, it may request that the grievance be submitted to an Adjustment Board within thirty (30) days from receiving the response. The Board shall be comprised of two (2) Union representatives, no more than one (1) of whom shall be either an employee of the City or an elected or appointed official of the Union; and two (2) representatives of the City, no more than one (1) of whom shall be either an employee of the City or a member of the staff of any organization employed to represent the City in the meet and confer process. Such Adjustment Board shall be convened within 60 calendar days from the receipt of the request from the grievant.

The parties may mutually agree to proceed with a Board of Adjustment. The Board shall be comprised of two (2) Union representatives, no more than one (1) of whom shall be either an employee of the City or an elected or appointed official of the Union; and two (2) representatives of the City, no more than one (1) of whom shall be either an employee of the City or a member of the staff of any organization employed to represent the City in the meet and confer process. Such Adjustment Board shall be convened within 60 calendar days from the receipt of the grievant.

Level 5 – Arbitration:

Any grievance not resolved at Level 3 may be submitted to an impartial arbitrator who shall be designated by mutual agreement between the Union and the City Manager. Any grievant who seeks to appeal the City Manager's decision and submit the matter to arbitration must file a Notice of Appeal with the City Manager. The Notice of Appeal must be received within ten (10) calendar days of the decision at the Board of Adjustment. In the event the parties are unable to mutually agree on the selection of an arbitrator, the arbitrator will be chosen by each party alternately striking one name at a time from the following list until only one name remains:

Walter Daugherty
David Weinberg
Frank Silver

John Kagel
John LoRocco

The fees and expenses of the arbitrator and of a Court Report shall be shared equally by the Union and the City. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any.

Within ninety (90) days of the adoption of this Agreement, the parties will meet to review and modify the list of arbitrators provided above. Any change shall be by mutual agreement.

Decisions of an arbitrator on matters properly before him/her shall be final and binding on the parties hereto.

No arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Union and unless such dispute falls within the definition of a grievance as set forth in Section 22.1.

Failure by the grievant to appeal his/her grievance to the next level within the specified time limits of this rule shall constitute a waiver of the right to pursue the grievance further, unless the City has granted an extension of time to a definite date. Failure of the part of an employee or his/her

representative to appear for any scheduled meeting without notification may, in the City's discretion, result in the City's denial of the grievance.

Any of time limits contained in any subsection of this Section 22.2 may be waived by the mutual agreement of the parties.

22.3 Demotion, Suspension and Discharge Grievances

No grievance involving demotion, suspension or discharge of an employee will be entertained unless it is filed in writing with the City Manager within five (5) working days not including Saturdays, Sundays or Holidays, of the time the affected employee was notified of such action.

When the City Manager and Union, in pursuit of Section 22.2 (2) above, settle a grievance, that involves suspension or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time. In the event the dispute is referred to arbitration and the employee is found to have been properly discharged, under the provisions of Section 22.2, such employee may not be ordered reinstated and no penalty may be assessed upon the employer. There shall be no cessation of work pending decision.

22.4 No Change to MOU

Proposals to add to or change this MOU, or written agreements or addenda supplementary hereto, shall not be arbitrable and no proposal to modify, amend or terminate this MOU, nor any matter or subject arising out of or in connection with such proposal, may be referred to arbitration under this Section. Neither any Adjustment Board nor any arbitrator shall have the power to amend or modify this MOU or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

22.5 Compensation Complaints

All complaints involving or concerning the payment of compensation shall be initially filed in writing with the City Manager. Only complaints that allege employees are not compensated in accordance with the provisions of this MOU shall be considered as grievances. Any other matters of compensation are to be resolved in the meet and confer process, and if not detailed in the MOU that results from such a meet and confer process, shall be deemed withdrawn until the meet and confer process is next opened for such discussion. No adjustment shall be retroactive for more than 180 days from the date upon which the complaint was filed.

22.6 Mutual Agreement on Changes

No changes or interpretations of the MOU (except interpretations resulting from Adjustment Board or arbitration proceedings hereunder) will be recognized unless agreed to by the City Manager and the Union.

22.7 No Strike

The Union, its members and representatives, agree that during the term of this MOU, it and they will not engage in, authorize, sanction, or support any strike, slow down, stoppage of work, curtailment of production, concerted refusal of overtime work, refusal to operate designated equipment (provided

such equipment is safe and sound) or fail to perform customary duties. Neither the Union nor any of its representatives shall engage in job action for the purpose of effecting changes in the directives or decisions of management of the City, nor to effect change of personnel or operations of management or of employees not covered by this MOU.

Section 23. City Rights

The City retains the exclusive rights, among others, in accordance with and subject to applicable laws, civil service and other regulations, and except as otherwise limited by the provisions of this MOU, including, but not limited to the following:

- 1) To direct employees.
- 2) To hire, promote, transfer and assign employees in positions not inconsistent with applicable classifications and/or job specifications.
- 3) To dismiss employees because of lack of work or for ~~other~~ just cause.
- 4) To reprimand, demote, suspend, discharge or otherwise to discipline employees for proper cause or for violation of the City's Rules and Regulations.
- 5) To determine the mission of such employees, the budget, the organization, the number of employees and the methods and technology of performing their work.
- 6) To take whatever additional action may be necessary in order to carry out and direct the employees' mission in situations of emergency.
- 7) To review, revise and/or establish job duties, workloads and workload standards as necessary during the term of this MOU.
- 8) The City agrees, to the extent required by Government Code Sections 3500, et. seq., to meet and confer, upon request, with unit representatives concerning the practical consequences or impact upon the bargaining unit or bargaining unit members of any management decisions modifying or changing wages, hours and working conditions. The City's duty to meet and confer requires it to delay implementation of such management decisions for no more than 30 days from the date it notifies Union, in writing, of its proposed action (measured from date of mailing by certified mail). Nothing above shall allow the City to violate any provision of this MOU, and Union shall have the right to grieve any such violation as provided in Section 22.

The Bargaining Unit acknowledges it is the City's right to administer and in conjunction with the Union to interpret application of this MOU.

Section 24. General Provisions

24.1 Safety

The City shall provide and maintain safe working conditions and the Union will cooperate to that

end. Employees shall work in a safe manner.

No employee shall be required to work in an area where conditions exist that are unsafe or detrimental to health without adequate and proper protective clothing and/or equipment.

During inclement weather, the employer will arrange space indoors for lunch and breaks in order that employees may eat or rest in comfort.

The City shall continue to supply employees with all safety equipment required by the City and/or Cal-OSHA. All employees furnished such equipment shall use the equipment and their use shall only be for the purposes and uses specified under applicable safety rules and regulations.

24.2 Americans with Disabilities Act (ADA)

The City and the Union recognize that the City has an obligation under law to meet with individual employees who allege a need for reasonable accommodation in the workplace because of a disability. If the City contemplates actions to provide reasonable accommodation for an individual employee, in compliance with the ADA, but the actions are in potential conflict with any provision of this MOU, the Union will be advised of any such proposed accommodation prior to implementation by the City.

24.3 Modification in Certification Requirements

In the event the certifications requirements for the State of California for employees in the Water or Wastewater classifications are modified or the certification agency is changed, the City and the Union will meet and confer regarding the impact of such modifications.

Section 25. New Work

In the event the City introduces new work which the Union believes does not fall within any of the existing classifications, the City and the Union shall, upon written request, meet and confer with respect to the salary or other terms and conditions of such work.

Section 26. Sub-Contracting

The City shall send copies of all cover sheets of agendas of City Council meetings, minutes of City Council meetings, and copies of proposed ordinances, resolutions, rules, and regulations that are in any way related to labor relations in the City proposed to be adopted by the City Council, to the Union office.

The City shall give advance written notice with respect to any written intentions and proposals, plans, to contract out, and/or put out for bid, work performed by workers represented by the Union.

Consistent with Section 23(8) of this agreement the City shall meet and confer concerning any bargaining issue raised in the notices described above.

There shall be no additional outsourcing/contracting out of bargaining unit work for the duration of the Agreement.

Section 27. Waste~~WW~~ater and Water Treatment Operators Cross Training Pay and Program

- 1) Operators who have obtained dual certification, have been trained at both plants according to the guidelines developed by the City and are willing and able to competently work at either plant shall be reclassified to Utility~~ties~~ Operator. Participation in cross training is on a voluntary basis.
- 2) The City and Union agree to meet at least once a year or more often upon request of the Union to review the training and incentives program that encourage cross certification among ~~W~~ater ~~T~~reatment ~~P~~lant ~~O~~perators and ~~W~~wastewater ~~T~~reatment ~~P~~lant ~~O~~perators.
- 3) The City agrees to provide cross training time and costs of training materials for ~~W~~ater ~~T~~reatment ~~P~~lant ~~O~~perators and ~~W~~wastewater ~~T~~reatment ~~P~~lant ~~O~~perators. The City will continue to provide paid training opportunities for future employees.

Section 28. Retirement

28.1 PERS Contribution

Employees hired on or before December 16, 2010 shall pay, eight percent (8%) of salary employee contribution towards employee statutory share of CalPERS retirement.

Employees hired after December 16, 2010 and on or before December 31, 2012, under the 2nd tier PERS retirement formula (2% @ 55), seven percent (7%) of salary employee contribution towards employee statutory share of CalPERS retirement.

Employees who receive the CalPERS retirement formula of 2% at 62 shall pay the employee contribution required by the Public Employees' Pension Reform Act, currently calculated at fifty percent (50%) of the normal cost.

28.2 PERS Formula

Miscellaneous employees hired on or before December 16, 2010 shall receive the single highest year and 2.5% at 55 benefit formula provided through the Public Employees' Retirement System (PERS).

Miscellaneous employees hired on or after December 17, 2010 and on or before December 31, 2012 shall receive average of three (3) consecutive highest years and 2% at 55 benefit formula provided through the Public Employees' Retirement System (PERS).

Miscellaneous employees hired on or after January 1, 2013 and who qualify as "new employees" under the Public Employees' Pension Reform Act shall receive average of three (3) consecutive highest years and 2% at 62 benefit formula provided through the Public Employees' Retirement System (PERS).

Section 29. Total Agreement

This MOU constitutes a full and complete agreement by the parties and contains all of the matters upon which the parties reached agreement. Any matter not contained in this MOU has not been agreed upon and, if raised in negotiations, was dropped by the party raising it as part of a good faith

attempt to reach agreement.

Section 30. Separability of Provisions

Should any section, clause or provision of this MOU be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this MOU. In the event of such invalidation, the parties agree to meet and confer concerning substitute provisions for provisions rendered or declared illegal.

Section 31. Past Practices and Existing MOU

This MOU shall supersede any prior MOU rules or regulations or past practices in direct conflict with the provisions hereof.

Made and entered into this 19th day of July, 202118.

GENERAL TEAMSTERS LOCAL NO. 439, IBT

CITY OF TRACY

By: _____
Gil Gomez ~~brian Salcido~~, Business Representative

By: _____
Jennifer D. Haruyama ~~Randall Bradley~~, City Manager

By _____
Ken Guertin, Secretary/Treasurer

Attachments:

Letters of Understanding:

Optimal/Flexible Staffing at the Water and Waste Water Treatment -Plants
Shift and Leave Selection Rules -for Wastewater and Water Treatment Plant Facilities
Flexible Staffing for Wastewater and Water Treatment Plant Facilities (2003)

- ~~Pest Control Advisors (2003)~~

~~Commercial Driver's License Pay~~

~~Side Letter – 2004 Amended Side Letter Water Distribution Operator Certification Incentive Pay~~

~~Side Letter – Biweekly Payroll~~

Exhibit A – Benchmarks

**LETTER OF UNDERSTANDING
REGARDING OPTIMAL/FLEXIBLE STAFFING AT THE WASTEWATER TREATMENT PLANT AND
WATER TREATMENT PLANT**

**BETWEEN THE CITY OF TRACY &
GENERAL TEAMSTERS LOCAL NO. 439, IBT**

This agreement entered into this 26th day of **November, 2012**, constitutes a Letter of Understanding (“LOU”) between the City of Tracy (the CITY) and the General Teamsters Local No. 439. IBT (the TEAMSTERS), regarding the modification of the June 19, 2012 LOU concerning “Classification and Compensation Review.”

Subsequent to recent negotiations, the CITY and the TEAMSTERS concur that action is necessary to address the unique staffing needs at the Wastewater Treatment Plant and the Water Treatment Plant using existing classifications, including Operator-in-Training, Utility Operator, Senior Wastewater Treatment Plant Operator and Senior Water Treatment Plant Operator. Additionally, the Parties agree that a purposeful retention strategy must be considered to allow optimal/flexible staffing at both plants.

I. Long-Term Strategy

The CITY and the TEAMSTERS agree to employ concerted efforts toward facilitating pathways to success for Wastewater Treatment Plant and Water Treatment Plant personnel.

1. The Parties agree to propose and develop an employee retention strategy for the Operator-in-Training, Utility Operator and Senior Wastewater Treatment Plant Operator and Senior Water Treatment Plant Operator positions at the Wastewater Treatment Plant and the Water Treatment Plant that addresses:
 - Flexible staffing and staffing needs
 - Job skill diversity
 - Meeting certification requirements that encourage career progression and advancement among the Operator-in-Training, Utility Operator, Senior Wastewater Treatment Plant Operator and Senior Water Treatment Plant Operator positions
2. Identify a mechanism to allow current Senior Wastewater Treatment Plant and Senior Water Treatment Plant personnel who elect to remain in their existing classifications, to do so (e.g. Grandfather Clause).

II. Interim Strategy

It is hereby understood that at the time of this LOU and concurrent to the development of a retention strategy, the Parties agree to:

1. Implement recruitment opportunities for positions at the Operator-in-Training level (*and others*) to address immediate staffing needs;
2. Rescind the clause in the LOU dated June 19, 2012 which directs the development and implementation of a separate and distinct Utility Operator classification series at the Wastewater Treatment Plant and Water Treatment Plant; and,
3. Meet periodically over the next six (6) months to collectively explore mutually agreed

upon staff retention strategies.

It is understood that the CITY reserves the right to determine appropriate levels of staffing at the Wastewater Treatment Plant and Water Treatment Plant based on operational needs and fiscal considerations. This LOU constitutes the entire understanding between the Parties with regard to its contents. There are no representations, warranties, agreements, arrangements, undertakings, oral or written, between or among the Parties relating to the subject matter, which are not included in this LOU.

APPROVED AND ACCEPTED:

FOR THE CITY OF TRACY

By: /s/ R. Leon Churchill, Jr.
R. Leon Churchill, Jr., City Manager

Dated: 11/28/12

**FOR THE GENERAL TEAMSTERS LOCAL
No. 439, IBT**

By: /s/ Edward P. Speckman
Ed Speckman, Business Representative

Dated: 11/26/12

BETWEEN
THE CITY OF TRACY
AND
GENERAL TEAMSTERS LOCAL NO. 439

**Shift and Leave Selection Rules
Water and Wastewater Treatment Plants**

The Utilities Division shall establish one seniority list inclusive of both the John Jones Water Treatment Plant and Wastewater Treatment Plant operators. All operators shall be placed on this seniority list in order of their hire date in full-time, continuous City employment Recognition of seniority shall govern and serve as a basis for determining leave selection, and other issues pertaining to seniority within the water plant and wastewater plant operator job class series. For annual plant shift assignments and cross-training assignments seniority shall be based on hire date in a classification assigned to the Water or Waste-Water Treatment Plants.

It is the intent of the Utilities Division to ultimately staff both the water and wastewater treatment plants with certified operators at the senior level who will perform the job duties as required by the City, under law by the State of California and other applicable governing agencies. It is the intent of the Utilities Division that employees hired at less than the senior level will be provided opportunities for career advancement in the operator job class series.

The Utilities Division and Union agree that each January all operators shall be allowed to select, by seniority as specified above, a shift assignment at the water plant or the wastewater plant for the that subject year. Those operators who are not cross-trained shall remain employed at the plant for which they were originally hired. An equal number of shifts will be reserved at each plant for those operators who possess certification to operate only one plant. The shift assignment shall commence approximately February 1st. The cross-trained operator shall remain stationed at the selected plant unless further cross-training is required in accordance with established practices and/or requirements to retain their certification. It is not the intent of this agreement to require cross-trained operators to work at a facility which they have not selected for extended periods, except in the event of unforeseen emergencies.

After the yearly plant selection, the Utilities Division will meet and confer with the Union and Flex- Staff Committee to determine cross-training selection for the subject year. The Utilities Division will prepare annual schedules for each plant and all cross-trained operators will be allowed to select, by seniority, the time period required of them to maintain their certification and skill level. The Utilities Division reserves the right to review and approve selections, and make changes if necessary.

After shift selection and cross-training selection, operators shall select, by seniority, their leave requests for the subject year.

The Utilities Division reserves the right to propose changes due to operational needs but the City and Union will continue to meet and confer in the event of future changes and develop additional options on an as needed basis.

APPROVED AND ACCEPTED

Dated: 9/6/07

**TEAMSTERS LOCAL 439
ASSOCIATION**

By /s/ Phil Rushing

Phil Rushing, Business Representative

CITY OF TRACY

By /s/ Maria Olvera

Maria Olvera, Human Resource Director

DRAFT

January 22, 2003

Mr. Phil Rushing Business
Representative
General Teamsters Local No. 439
PO Box 1611
Stockton, CA 95201

Re: Flexible Staffing for Wastewater and Water Treatment Plant Facilities

Dear Phil:

This side letter will confirm the continuation of the understanding reached between the City of Tracy and the General Teamsters regarding flexible staffing for the Wastewater and Water Treatment Plant facilities in accordance with the cross-training program. The original side letter was dated January 1, 2000.

- 1) **OBJECTIVE:** The city has established a flexible staffing program between the Water Treatment Plant and the Wastewater Treatment Plant. The benefit of the program has been to provide job skill diversity to the employees and a monetary incentive. The benefit to the City has been the ability to better meet the staffing needs of both plants.
- 2) **CRITERIA FOR ELIGIBILITY TO RECEIVE IN-PLANT TRAINING:** Preference will be given to Senior Water Treatment Operators or Senior Wastewater Treatment Operators. The employee must not be in any type of probationary status, and must not be undergoing any sort of disciplinary action.

Senior Water Treatment Plant Operators must have completed the appropriate Ken Kerri course(s) and passed the State Water Resources Control Board (SWRCB) Grade 2 or Grade 3 Wastewater Operator certification exam. The Operator must be in possession of a valid certificate or a valid Operator-In-Training (OIT) certificate issued in either grade.

Senior Wastewater Treatment Plant Operators must have completed the appropriate Ken Kerri course(s) and obtained a State of California, Department of Health Services (DOHS) Grade 2 Water Treatment Operator certificate.

- 3) **CRITERIA FOR RECEIVING INCENTIVE PAY:** The employee must have completed the appropriate in-plant training and be willing and able to competently work and operate either plant as scheduled.

The Senior Water Treatment Plant Operators shall receive five percent (5%) incentive pay when they have obtained the SWRCB Grade 3 OIT certification, successfully completed six (6) months of in-plant training enabling them to competently operate the wastewater treatment plant on an assigned shift and agree to be flexibly staffed.

EXHIBIT D

An additional five percent (5%) incentive pay will be received when operators have obtained the SWRCB Grade 3 certification, successfully completed in-plant training enabling them to operate the wastewater treatment plant on an assigned shift and agree to be flexibly staffed.

Senior Wastewater Treatment Plant Operators shall receive five percent (5%) incentive pay when they have obtained the DOHS Grade 2 Water Treatment Plant Operator certificate, and successfully completed sic (6) months of in-plant training and agree to operate the water plant as regulations permit.

An additional five percent (5%) incentive pay will be received when an Operator has obtained the DOHS Grade 3 Water Treatment Plant Operator certificate, successfully completed in-plant training enabling them to operate the water treatment plant on an assigned shift and agree to be flexibly staffed. The Grade 3 certification is required in order to perform the full duties of the position at any time of the year.

Each operator receiving in-plant training shall be evaluated at three (3) months and at six (6) months. A satisfactory six (6) month evaluation will make the operator eligible for five percent (5%) incentive pay.

FOR THE CITY

FOR GENERAL TEAMSTERS

/s/ Julie Yuan-Miu

/s/ Phil Rushing

Date: 3/11/03

Date: 3/5/03

SIDE LETTER BETWEEN
THE CITY OF TRACY
AND
GENERAL TEAMSTERS LOCAL No. 439

January 01, 2003

Mr. Phil Rushing Business
Representative
General Teamsters Local No. 439
PO Box 1611
Stockton, CA 95201

Re: Pest Control Advisors

Dear Phil:

~~Pest control advisors shall receive an additional 2.5% differential in addition to the base salary for performing the certified pesticide operations.~~

~~The position of pest control advisor is part of the bargaining unit. The City recognizes the fact that if the position is vacated and the bargaining unit has a qualified person(s) who has met guidelines for pest control advisor, they will continue to have the work performed by the bargaining unit and the employee will receive an additional 2/5% differential.~~

~~Any employee receiving compensation for holding Pest Control Advisor Certificate (PCA) shall not receive additional compensation for holding a Qualified Applicator's Certificate.~~

FOR THE CITY

/s/ Julie Yuan-Miu

Date: 3/11/03

FOR GENERAL TEAMSTERS

/s/ Phil Rushing

Date: 3/5/03

**SIDE LETTER OF AGREEMENT BETWEEN THE CITY OF TRACY AND
GENERALTEAMSTERS LOCAL NO. 439, IBT (TEAMSTERS)**
Clarification of Intent

The City of Tracy and General Teamsters Local No. 439 agree to enter into this side letter to clarify the intent of the language set forth in section 8.7 of the parties' Memorandum of Understanding (the "MOU"), which runs through June 30, 2018. Section 8.7 of the MOU provides as follows:

8.7 Commercial Driver's License Pay

Effective the first full pay period following ratification of this contract by the Teamsters and adoption by the City Council, employees in classifications that are required to maintain a Class A Commercial Driver's License shall receive an incentive pay of Nine Hundred Dollars per year (\$900), prorated per pay period.

The parties agree that it was their intent that, pursuant to this language, any employee who is required by the City as a condition of employment to maintain a commercial driver's license would be eligible to receive the "Commercial Driver's License Pay" provided for in Section 8.7 of the MOU. The parties acknowledge that certain employees who held positions in classifications that currently require a Class A commercial driver's license were permitted to maintain a Class B commercial driver's license, which was the job requirement at their time of hire.

To clarify this intent, the City agrees to apply Section 8.7 to the seven (7) employees listed below who currently possess a valid Class B Commercial license. Employees are required to maintain a valid Class B Commercial license at all times in order to continue receiving said incentive.

1. Robert Alcantar
2. Ralph Alonso
3. Kent Boyd
4. Wiltze Figueroa
5. Dale Garson
6. Jeff Gray
7. Thomas Krieger

The parties further acknowledge that should any of the impacted employees seek a promotion to a classification that has a commercial driver's license requirement, they would be expected to satisfy the qualifications for that new position in order to maintain the Commercial Driver's License Pay provided for in Section 8.7 of the MOU, including but not limited to securing a Class A commercial driver's license. The employees would have six (6) months to obtain the required CDL.

Date: 10/10/17 Date: 10-01-17

Troy Brown City Manager
Representative, Teamsters

Gabriel Salcido

**SIDE LETTER BETWEEN
THE CITY OF TRACY AND
GENERAL TEAMSTERS LOCAL NO. 439**

January 8, 2004

Mr. Phil Rushing
Business
representative
at Teamsters Local No. 439 P.
1611
San, CA 95201

Re:

AMENDED SIDE LETTER FOR WATER DISTRIBUTION OPERATOR CERTIFICATION INCENTIVE PAY

~~This Side Letter amends the Side Letter between the City of Tracy and Teamsters Local 439 dated October 27, 2003.~~

~~The State of California recently adopted regulations requiring persons engaged in the operation of water distribution systems to be certified through a program similar to the existing programs for water treatment plant operators and wastewater treatment plant operators.~~

~~The current positions within the Teamster's bargaining unit that are affected by the Water Distribution Operators certification requirements are:~~

1. Maintenance Worker I and Maintenance Worker II (15 total in the Utilities Field Maintenance Section)
2. Senior Maintenance Worker (5 total in the Utilities Field Maintenance Section)
3. Plant Mechanics (6)
4. Environmental Control Inspector (1)

~~Per Council Resolution 2003-393, the purpose of this letter is to clarify that a certification incentive of 2.5% has been added to the base pay of Maintenance Worker I and Maintenance Worker II employees who are working in the Utilities Field Maintenance Section of the Public Works Department and to the base pay of the Plant Mechanics and Environmental Control Inspector in the Utilities Division upon receipt of their Grade 1 or 2 permanent Water Distribution Operator Certification. A certification pay incentive of 3.5% will be added to the base pay of Sr. Maintenance Workers who are working in the Utilities Field Maintenance Section upon receipt of their Grade 3 permanent Water Distribution Operator Certification (a Sr. Maintenance Worker will qualify for the 2.5% incentive by obtaining a permanent Grade 1 or Grade 2 certificate).~~

~~AMENDED SIDE LETTER FOR WATER DISTRIBUTION OPERATOR~~

~~CERTIFICATION INCENTIVE PAY~~

~~January 8, 2004~~

~~Page 2~~

~~Further, pursuant to Council Resolution 2004 ..Q1111 the following positions are eligible for a certification incentive pay increase of 2.5% upon receipt of their Grade 1 or 2 permanent Water Distribution Operator Certification:~~

- ~~1) Laboratory Technician (3 positions)~~
- ~~2) Instrumentation Technician (1 position)~~
- ~~3) Senior Electrician (1 position)~~

~~A certification pay incentive of 3.5% will be added to the base pay of the Senior Electrician who is working on, water well maintenance upon the receipt of a permanent Grade 3 Water Distribution Operator Certification,~~

~~1.1~~

**SIDE LETTER OF AGREEMENT BETWEEN THE CITY OF TRACY AND
GENERAL TEAMSTERS LOCAL NO. 439, IBT
Biweekly Payroll**

~~The City of Tracy and General Teamsters Local No. 439, IBT (Teamsters) agree to enter into this side letter to update the language set forth in section 5.1, 5.2, 11.1, 11.6 and 12.1 of the parties' Memorandum of Understanding (the "MOU"), which runs through June 30, 2021. The revised language in these sections of the MOU effective January 1, 2019 shall read as follows:~~

5.1 Salary

~~The rates of pay set forth in this Section represent the standard rate of pay for each classification. Employees occupying a position in a classification covered by this MOU shall be paid at a base salary within the range established for that position's classification. The salary ranges for each classification is detailed in the Master Salary Schedule.~~

5.1.1 Cost of Living Increases

~~Effective the first full pay period in July 1, 2018, or upon approval by the City Council, whichever is latest, salary ranges for classifications in this unit shall be increased by 4%.~~

~~Effective the April 1, 2019, salary ranges for classifications in this unit shall be increased by 4%. Active employees on April 1, 2019 hired prior to January 1, 2019 will receive the salary increase of 4.0% paid retroactively to January 1, 2019 on a separate paycheck on April 5, 2019. Active employees on April 1, 2019, hired after January 1, 2019 will receive the salary increase of 4.0% paid retroactively to the date of hire on a separate paycheck on April 5, 2019.~~

~~Effective the first full pay period in July 1, 2020, salary ranges for classifications in this unit shall be increased by 4%.~~

5.2 Pay Days

~~Employees shall be paid biweekly, every other Friday beginning on Friday, April 19, 2019. If payday falls on a banking holiday, then payday is the preceding business day. Routine paychecks shall be for the purpose of compensating for regular and overtime hours including but not limited to vacation and sick leave usage. Other compensation or reimbursement shall be separately identified and shall not include withholding for tax purposes, except as required by law.~~

11.1 Vacation Benefits

~~Employees shall be entitled to annual vacation leave prorated per pay period based upon length of continuous service.~~

~~From date of employment through completion of the 5th continuous year—96 hours per~~

year.

~~From beginning of 6th year of continuous employment through completion of the 10th year 136 hours per year.~~

~~11-15 years of continuous employment 176 hours per year.~~

~~16 years or more continuous employment 192 hours per year.~~

11.6 Vacation Sell Back

~~Employees covered by this agreement are allowed an optional sell back of accumulated vacation or floating holiday leave. Once per calendar year, an employee may sell back accumulated leave, but not more than the equivalent of 50% of one year's accrual rate for vacation and floating holiday leave. Any vacation sell back permissible under this section requires that a minimum of 40 hours of accrued vacation leave remain in employee's leave bank. Between April 1, 2019 and April 30, 2020 employees covered by this agreement may exercise the option to sell back up to 30 hours of accumulated leave which will not require a minimum of 40 hours of accrued vacation leave remain in the employee's leave bank and will not count toward the annual maximum sell back of the equivalent of 50% of one year's annual accrual rate for vacation and floating holiday leave.~~

12.1 Accrual

~~All regular employees shall be eligible to accrue sick leave prorated per pay period at the following rates:~~

~~Ninety six hours per year~~

~~Employees hired on or before January 1, 1983 shall receive one hundred ninety two hours per year during the twenty first (21st) year of employment and thereafter.~~

EXHIBIT A. BENCHMARKS**Animal Services Officer II**

Animal Services Aide

Animal Services Assistant

Animal Services Officer I

Community Services Officer

Crime Prevention Specialist

Building Inspector II

Building Inspector I

Housing Program Inspector I & II

Assistant Planner

Junior Planner

Code Enforcement Officer

Fire Inspector

Plan Check Examiner I & II**Senior Code Enforcement Officer****Public Safety Dispatcher II**

Public Safety Dispatcher I

Public Safety Dispatcher Trainee**Lead Senior** Public Safety Dispatcher**Crime Scene Technician****Property and Evidence Technician****Construction Inspector II**

Construction Inspector I

Electrician**Plant Utility** Mechanic I & IISenior Electrician (Not Currently Allocated)

Instrument Technician

Engineering Technician II

Engineering Technician I

Junior **Civil** Engineer**Equipment Mechanic II**

Equipment Mechanic I

Senior Equipment Mechanic

Laboratory Technician II

Environmental Compliance Officer

Environmental Compliance Technician

Laboratory Technician I

Maintenance Worker II

Maintenance Worker I

Meter Reader

Senior Maintenance Worker

~~District Grounds Technician~~

~~Building Maintenance Assistant~~

Building Maintenance Worker I & II

Senior Building Maintenance Worker

Utilities Worker I & II

Senior Utilities Worker

Senior Wastewater Treatment Plant Operator III

~~Principal Wastewater Treatment Plant Operator I & II~~

Water Treatment Plant Operator I & II & III

~~Senior Water Treatment Plant Operator~~

~~Wastewater Treatment Plant Operator~~

Utility Operator

The parties agree that within ninety (90) days of ratification of the Memorandum of Understanding (MOU), the parties will meet to discuss the process for conducting the total compensation study prior to the commencement of bargaining a successor MOU. The agreement will be memorialized in a side letter agreement to the current MOU. Topics to be discussed shall include, but not limited to:

1. Identification of benchmark classifications;
2. Purpose of benchmarks classifications in the total compensation study;
3. Comparator agencies
4. Classifications with less than 4 comparable positions in comparable agencies
5. Procedure to resolve disputes regarding comparable classifications and results of the total compensation study; and
6. Timing of the total compensation study.

The parties will endeavor to complete this process within one (1) year of the ratification of the MOU.

COMPENSATION AND BENEFITS PLAN

BETWEEN

THE CITY OF TRACY

AND

CONFIDENTIAL EMPLOYEES UNIT
(CEU)

July 1, 202118 through June 30, 20212023

~~Amended March 5, 2019~~



Think Inside the Triangle™

Human Resources Department

333 Civic Center Plaza

Tracy, CA 95376

(209) 831-6150

www.cityoftracy.ca.us.org

CONFIDENTIAL EMPLOYEES UNIT (CEU)
July 1, 2018-2021 through June 30, 2021-2023

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CITY OF TRACY
CONFIDENTIAL EMPLOYEES UNIT (CEU)
COMPENSATION AND BENEFITS PLAN
July 1, 2018-2021 – June 30, 2021-2023
Amended March 5, 2019

Section 1. Purpose and Intent

The City Council desires to establish a Confidential Employees Compensation and Benefits Plan. Confidential Management staff is exempt from the Fair Labor Standards Act (FLSA) and is covered by the authority of the Personnel Rules and Regulations. Confidential Non-Management staff is non-exempt from the Fair Labor Standards Act (FLSA) and is covered by the authority of the Personnel Rules and Regulations. The City Manager is empowered to grant compensation adjustments as specified in the Confidential Employees Compensation and Benefits Plan.

The City of Tracy is desirous of providing greater service to ~~its citizens~~ the community, and of recruiting and maintaining qualified staff. The following plan provides the basis for recognition, benefits and compensation, effective July 1, 2018-2021 through June 30, 2021-2023.

Section 2. Confidential Employee Unit Membership

Confidential Management positions covered by this plan exclusively are as follows:

Arts Program Manager
Accounting Manager
Assistant City Attorney
Assistant Director of DES
Assistant Director of DES/City Engineer
Assistant to the City Manager
Budget Officer
Deputy City Attorney I/II
Fire Division Chief
~~Executive Assistant to the City Manager~~
Finance Division Manager
Fire Marshal
Human Resources Analyst I/II
Human Resources Manager
Information Technology Manager
Police Support Operations Manager
Public Information Officer
Senior Human Resources Analyst

Non-Management Confidential positions covered by this plan exclusively are as follows:

Administrative Assistant ~~H~~(when assigned to Human Resources)

Executive Assistant (when assigned to Human Resources)

Executive Assistant to the City Manager

Human Resources Technician

Legal Secretary

Section 3. Compensation

A. Salary Plan

There shall be a five-step salary range for all classifications.

All rates of pay set forth in this Section represent the standard rate of pay for full-time employment for each classification. Employees occupying a position in a classification covered by this Plan shall be paid at a base salary within the range established for that position's classification. The salary ranges for all classifications covered in the plan shall be increased as outlined in this Section.

1. Equity Increases

There shall be no equity increases for the employees covered under this Compensation and Benefits Plan for the term of this agreement.

2. Cost of Living Adjustments

Effective the first full pay period in July 2021, employees in this plan shall receive the equivalent of two percent (2%) annual salary (non-persable) one-time lump sum payment.

Effective the first full pay period in July 2021, salary ranges for employees in this plan shall be increased by three percent (3%).

Effective the first full pay period in July 2022, salary ranges for employees in this plan shall be increased by three percent (3%).

Effective the beginning of the first full pay period of July 2018, employees shall receive a wage increase equal to four percent (4.0%).

Effective April 1, 2019, employees shall receive a wage increase equal to four percent (4.0%). Active employees on April 1, 2019, hired prior to January 1, 2019 will receive the salary increase of 4.0% paid retroactively to January 1, 2019 on a separate paycheck on April 5, 2019. Active employees on April 1, 2019, hired after

~~January 1, 2019 will receive the salary increase of 4.0% paid retroactively to the date of hire on a separate paycheck on April 5, 2019.~~

~~Effective the first full pay period of July 2020, employees shall receive a wage increase equal to four percent (4.0)%.~~

3. Compaction in Division Fire Chief Classification

~~No later than six (6) months after of the date upon which this Compensation and Benefits Plan is adopted by the City Council, the City agrees to analyze the issue of whether there is compaction between the classification of Division Fire Chief and the classification of Battalion Chief and report back to this Unit with the results of that analysis.~~

B. Components of Salary

The City Manager is authorized to set the salary of employees in the Confidential Employees Unit at any step within the salary range.

1. Base Salary

This is the amount set at any step within the range at initial appointment and will be subject to adjustment until the employee reaches the top step of the range. Base salary may be adjusted on an annual basis by the City Manager, based on meritorious performance and the recommendation of the Department Head, but not to exceed the established range.

C. Overtime

1. Fire Division Chief - Assistance By Hire /Back-Fill

Division Fire Chiefs assigned to work with other entities through "Assistance By Hire" or "California Fire Assistance Agreements" and/or Fire Division Chief's backfilling for Fire Battalion Chiefs on assignment to work through "Assistance By Hire" or "California Fire Assistance Agreements" shall be eligible for compensation at a rate equivalent to time and one half of the employee's base hourly rate as provided on the City of Tracy Master Salary Schedule for each hour of such assignment if the contract for such assignment, or the conditions of reimbursement from the third party, provide for reimbursement of said costs. . The City shall not be responsible for payments not reimbursed by a third party.

2. Non-Management Confidential Employees

Confidential Non-Management employees are non-exempt from the provisions of the Fair Labor Standards Act (FLSA) with regard to compensation for overtime worked. With the approval of their supervisor and the Department Head, the employee will earn overtime or compensatory time for actual hours work as assigned (recorded in 15 minute increments). Leave time, whether paid or unpaid, is not included in computing the work period for overtime purposes. Compensatory time accrual may not exceed 120 hours. Employees shall receive pay for overtime hours worked in excess of the 120 hour compensatory time maximum accrual. Overtime is defined as hours worked in excess of the employee's regular work shift that has the prior approval of the Department Head or designee.

- a) If an employee is required to perform unanticipated overtime of two (2) hours or more, the City shall pay a meal allowance of seven dollars (\$7) to the employee. "Unanticipated overtime" means that the affected employee did not receive notice of the overtime until the same day as the overtime assignment occurred. The two (2) hour minimum must occur at a time which would normally include the employee's regular mealtime.

Section 4. Leaves

A. Vacation

Employees shall accrue vacation prorated per pay period at the following rates:

0-5 years	96 hours per year
6-10 years	136 hours per year
11-15 years	176 hours per year
16-20 years	192 hours per year
21+ years	216 hours per year

B. Management Leave for Confidential Management Employees

The City provides management leave in recognition of the need to devote more than 40 hours per week to their duties. ~~Effective July 1, 2018, the~~ ~~The~~ City shall provide management leave in the amount of 120 hours per calendar year to Confidential Management employees in the Confidential Employees Unit. ~~Eligible employees employed by the City as of July 1, 2018 shall receive a prorated number of hours for 2018.~~ Newly hired or promoted employees who are Confidential Management employees shall receive a prorated number of hours based on their start date in a Confidential Management position.

C. Floating Holidays

16 hours of floating holiday leave per calendar year shall be granted to all employees in the Confidential Employees Unit.

D. Proclaimed Holidays

All holidays proclaimed by the Governor of the State of California or the President of the United States shall be granted as holidays.

D.E. Maximum Accrual of Leave

The maximum accrual for Confidential Management employees for vacation, management leave, and floating holidays shall be the total accrual for each type of leave, not to exceed 600 hours.

The maximum accrual for Confidential Non-Management employees for vacation and floating holidays shall not exceed a total of 400 hours.

E.F. City Buy-Back of Accrued Leave

All employees in the Confidential Employees Unit are allowed an optional buy-back of accumulated leave. They may, twice in a calendar year, buy back up to 50 percent (50%) of accumulated leave, but not more than the equivalent of one (1) year's earning rate for vacation, management leave and floating holidays. The hourly rate is the annual salary divided by the annual hours of work. ~~Between April 1, 2019 - April 30, 2020, employees in this unit may exercise the option to sell back up to 30 hours of accumulated leave which will not count toward the annual maximum sell back equivalent of one year's earning rate for vacation.~~

F.G. Sick Leave Accrual

All employees in the Confidential Employees Unit shall be eligible to accrue sick leave prorated per pay period at the following rates:

Ninety-six (96) hours per year.

Anyone employed prior to January 1, 1987 shall be entitled to the following: One hundred ninety-two (192) hours of sick leave per year beginning the 21st year of employment and thereafter.

Unlimited accrual of sick leave is allowed.

Confidential Management Employees may utilize up to one-half (1/2) of their annual accrual of sick leave for the care of their immediate family. Immediate family is defined as parents, stepparents, parents-in-law, spouse, child, stepchild, siblings, grandparents, grandchildren, brother/sister-in-law, son/daughter-in-law, or legal guardian or a person who is at least 50 percent (50%) dependent on an employee.
child, parent or spouse.

Confidential Non-Management Employees may take unlimited days of sick leave for care of their immediate family. Immediate family is defined as parents, stepparents, parents-in-law, spouse, child, stepchild, siblings, grandparents, grandchildren, brother/sister-in-law, son/daughter-in-law, or legal guardian or a person who is at least 50 percent (50%) dependent on an employee.
child, parent or spouse.

Sick leave is to be used for personal sickness or disability, medical or dental treatments, or for absences due to serious illness or injury of a member of the employee's immediate family. Sick leave may also be used by employees who are victims of domestic violence, sexual assault or stalking and who need to take time off of work for any of the reasons set forth in California Labor Code sections 230 and 230.1.

G.H. Conversion of Sick Leave Balance Upon Retirement/Death/Termination

Upon retirement, employees may elect to convert all accrued sick leave to a medical insurance bank. The value of the medical insurance bank shall be determined by multiplying the number of accrued sick leave hours by the employee's hourly rate of pay. The retired employee and his/hertheir dependents shall be entitled to continued group health insurance coverage, dental and/or vision coverage in effect at the time, with premiums for such coverage being deducted from the medical insurance bank until said bank is exhausted. Thereafter, the employee and his/hertheir dependents may continue to participate in the City's group health, dental and/or vision plans provided the City receives the employee's payment for the premium by the 10th of each month for the following month's coverage.

Subject to approval by the City, retirees may elect to utilize funds in their medical insurance bank to purchase alternate medical coverage.

Terms of the Policy Agreement with the City's insurance carrier regarding coverage and eligibility shall apply to the employee and his/hertheir dependents.

Upon death, the employee's estate shall receive straight-time pay for all accrued sick leave in excess of 960 hours.

If an employee in the Confidential Employees Unit terminates or is terminated for any reason, all accumulated sick leave shall be canceled. Such accumulated sick leave, however, shall be credited to such employee if they return to City employment within two (2) years of such termination.

H.I. Bereavement Leave

In the event of a death in the immediate family of an employee, the employee shall be allowed to take paid bereavement leave not to exceed five (5) workdays within two (2) weeks of the date of death of the family member. The employee may, with his/her their Department Director's permission, use vacation leave if additional leave is required. Such permission shall not be unreasonably refused. In the event of the death of a relative, not a member of the immediate family, absence from duty shall be allowed not to exceed one (1) day. Such absences shall not be charged to sick leave.

The immediate family of an employee is defined as: parents, stepparents, parents-in-law, spouse, child, stepchild, siblings, grandparents, grandchildren, brother/sister-in-law, son/daughter-in-law, or legal guardian or a person who is at least 50 percent (50%) dependent on an employee.

In special cases, with the approval of the Department Director, the Personnel Officer may grant bereavement leave in other circumstances.

H.J. Holiday Pay for Division Fire Chiefs

If a Division Fire Chief is required to work on an observed holiday, the employee will receive an additional eight (8) hours of vacation leave in addition to straight time pay for hours worked.

Section 5. Benefits

A. CalPERS Retirement

1. CalPERS Formula

Miscellaneous employees hired on or before December 16, 2010 shall receive the single highest year and 2.5% at 55 benefit formula provided through the California Public Employees' Retirement System (CalPERS).

Miscellaneous employees hired on or after December 17, 2010 and on or before December 31, 2012 shall receive average of three (3) consecutive highest years and

2% at 55 benefit formula provided through the California Public Employees' Retirement System (CalPERS).

Miscellaneous employees hired on or after January 1, 2013 and who qualify as "new employees" under the Public Employees' Pension Reform Act ("PEPRA") shall be subject to all the provisions of that law, including but not limited to the 2% at 62 benefit formula provided through the Public Employees' Retirement System (CalPERS) with a three year final compensation period.

Safety employees hired on or before July 1, 2010 shall receive CalPERS 3% at 50 and single highest year formula provided through the Public Employees' Retirement System (CalPERS).

Safety employees hired on or after July 2, 2010 and on or before December 31, 2012 shall receive CalPERS 3% at 55 and single highest year formula provided through the Public Employees' Retirement System (CalPERS).

Safety employees hired on or after January 1, 2013 meeting the definition of "new member" under PEPRA shall be subject to all the provisions of that law, including but not limited to the two point seven percent at age 57 (2.7% at 57) retirement formula with a three year final compensation period.

2. Payment of CalPERS Retirement Benefit

a. Payment of Employer Share of PERS Contribution for Confidential Management Employees

Each Confidential employee in this unit shall pay 3% towards the employer's share of CalPERS pension regardless of what CalPERS pension formula employee is applicable to employee. In exchange, the City shall pay the corresponding salary increase that represents the 3% contribution. The parties agree that should the parties negotiate elimination of the 3% contribution towards the employers share or such contribution becomes contrary to any subsequent rules, regulations and/or law rendering the contribution null and void that the equivalent salary increase conferred in this section shall also cease and become null and void.

The City agrees to continue to pay the remainder of the employer contribution for the City's CalPERS retirement benefit.

b. Miscellaneous Employees

Miscellaneous employees hired on or before December 16, 2010, and under the first tier CalPERS retirement formula (2.5% at 55), shall pay 8% of salary contribution towards employee statutory share of CalPERS retirement during the term of this Compensation and Benefits Plan.

For miscellaneous employees hired after December 16, 2010 and on or before December 31, 2012 under the second-tier CalPERS retirement formula (2% and 55), shall pay 7% of salary contribution towards employee statutory share of CalPERS retirement during the term of this Compensation and Benefits Plan.

Miscellaneous employees who receive the CalPERS retirement formula of 2% at 62 shall pay the employee contribution required by PEPRA, currently calculated at fifty percent (50%) of the normal cost.

c. Safety Employees

Safety employees hired under the first tier CalPERS retirement formula (3% at 50) or the second tier CalPERS retirement formula (3% at 55) shall pay the 9% employee contribution towards the employee statutory share of CalPERS retirement during the term of this Compensation and Benefit Plan.

Safety employees who receive the CalPERS retirement formula of 2.7% at 57 shall pay the employee contribution required by PEPRA, currently calculated at fifty percent (50%) of the normal cost.

Employee payments of the employee share of the CalPERS retirement benefit cost shall be made as a payroll deduction on a pre-tax basis to the extent allowed by law.

The parties may reopen negotiations to discuss the impact of any changes to the Public Employment Retirement Law which occur during the term of this Compensation and Benefits Plan.

B. Insurance

1. Medical

1.1 Plans Provided

The City offers medical insurance. During the term of this Agreement, the City reserves the right to change medical providers and the parties shall meet regarding any such change.

1.2 New Employees

New employees hired after July 1, 2007, shall be required to select a medical plan for at least the employee and are not eligible for cash benefits except as may be required by provisions of the IRS regulations covering Flexible Benefits plans.

2. Dental

The City shall offer dental insurance coverage for full-time employees and their eligible dependents through the existing providers.

3. Vision Care

The City shall offer vision care benefits for full-time employees and their eligible dependents through the existing providers.

4. Life Insurance

~~Upon Council approval of this Compensation and Benefit Plan, effective July 1, 2018, the City shall provide Confidential Management employees life insurance coverage of \$150,000, as soon as administratively feasible. Upon Council approval of this Compensation and Benefit Plan, effective July 1, 2018, the City shall provide Non-Exempt Confidential employees life insurance coverage of \$75,000, as soon as administratively feasible. The City will fully pay the premium by adding the actual cost of the premium to the amount provided in the Cafeteria Plan each month.~~

5. Short-Term Disability Insurance (STD)

Short Term Disability insurance is ~~provided to required for~~ all regular employees in the Confidential Employees Unit through Standard Insurance with the premium paid by employees per pay period at the current rate of .83% of the monthly salary~~employee's earnings~~, prior to applying taxes.

Short Term Disability Insurance payments may be available to employees who cannot work because of sickness or non-work related injuries as determined by the STD insurance provider. STD payments shall be integrated with accumulated sick and vacation leave balances unless the employee elects in writing, at the time of disability, to retain STD payments and receive no supplemental income (paid leave) from the City.

To the extent accumulated sick leave or vacation leave is available, the employee will continue to receive normal paychecks. Payments received from the insurance carrier shall be turned in to the City. When such checks are received by the City, a

portion of the employee's next paycheck, equal to the amount turned in, shall be recorded as nontaxable pay and sick leave shall be charged only for the amount of the City's share of the paycheck.

In no case may an employee receive more income than the amount of their normal pay. Employees must turn in checks received from the insurance carrier to the City, unless the employee elected in writing, at the time of disability, of the employee's choice not to receive paid leave.

6. Long Term Disability Insurance (LTD)

City-paid Long Term Disability Insurance shall be provided to all employees in the Confidential Employees Unit.

7. Cafeteria Plan

7.1 City Contribution

The City shall maintain an account for each full-time employee in regular or probationary status within the City's cafeteria plan. The City shall make monthly payments of no more than the annual maximum amount for the employee's benefit level, either family, employee plus one, or employee only to each employee's account.

7.2 Cash Out Options

For employees hired before July 1, 2007, the maximum cash payment shall be set at \$996 per month for employees who do not elect a medical, dental, and/or vision plan. For employees hired on or after July 1, 2007, each employee shall be required to select a medical plan and the cash payment shall be limited to the minimum required by law (if any).

7.3 Future Contributions

If premiums increase in the plans to which City employees subscribe effective January 1, 20192022, and each January thereafter during the term of this Agreement, the City will increase the City's monthly contribution for employees by 75% of the average of the dollar increase of the family HMO plan premiums for employees electing family coverage.

For employees who elect employee only or employee plus one coverage, any City increase to the Employee's account shall be limited to the amount necessary to fully cover the plan selected or up to a maximum of the dollar

amount increase allocated to employees who elect family coverage. There shall be no increase for employees who do not elect health insurance coverage.

In the event the above listed amounts are insufficient to fully pay the premiums required of employees enrolled in any one of the medical insurance plans, the City shall make a payroll deduction from the employee's pay to cover the difference in cost.

7.4 Approved Account Uses

The monies in an employee's account shall be used for one or more of the following purposes only: 1) payment of premium charges for the medical insurance program in which the employee is enrolled, 2) payment of premium charges for the dental insurance program in which the employee is enrolled and/or 3) payment of premium charges for the vision insurance program in which the employee is enrolled. The City also independently funds life insurance premiums through each employee's account.

Each employee shall provide the Personnel Officer or Human Resources designee in writing on a form provided, and at times designated by the City each year, all information necessary to administer the Cafeteria Plan during the 12-month period beginning the first day of each plan benefit year. Thereafter, no changes to designations so made will be allowed until the following open enrollment period without a qualifying event.

Each employee shall be responsible for providing immediate written notification to the Personnel Officer or Human Resources designee of any change to the number of his/her~~their~~ dependents which affects the amount of the City payment on behalf of the employee. Changes in Cafeteria Plan payments required because of a change in an employee's number of dependents shall take effect at the start of the first pay period in the month following the month in which advice from the employee is received by the Personnel Officer or Human Resources designee. No retroactive payments shall be allowed.

8. Flexible Benefits Plan (IRS Section 125)

The City has implemented an Internal Revenue Code Section 125 Plan to redirect employees' pre-selected amount of base salary to pay employee paid insurance premiums and other approved expenses. The City will not treat these monies as compensation subject to income tax withholding unless the Internal Revenue Service or the Franchise Tax Board indicates that such contributions are taxable income

subject to withholding. Each employee shall be solely and personally responsible for any federal, state or local tax liabilities of the employee that may arise out of the implementation of this section or any penalty that may be imposed therefore.

C. Deferred Compensation

Confidential Management employees shall be eligible to participate in both a City-sponsored 457 deferred compensation plan and a City-sponsored 401(a) deferred compensation plan.

Confidential Management employees shall be eligible for a City ~~match~~ matching contribution to their deferred compensation plan of up to five percent (5%) of their annual salary. The City match will be based on employee contributions towards their deferred compensation plan.

Non-Exempt Confidential employees shall be eligible for a City matching contribution to their deferred compensation plan of up to three percent (3%) of their annual salary. The City match will be based on the employee contributions towards their deferred compensation plan.

A fully executed Personnel Action Form shall establish eligibility for all deferred compensation contributions for Confidential Employees Unit employees, which must be approved by both the Department Head and City Manager.

D. Management and Professional Development Benefit for Confidential Management Employees

Confidential Management Employees shall receive \$960 per calendar year to be utilized at the discretion of each individual employee for job related expenses or for professional development. The monies will be allocated per pay period and may be utilized for a wide variety of job related expenses, training, association memberships, computer hardware and software, conference registration and attendance, and other miscellaneous job expenses or professional development opportunities.

E. Non-Exempt Confidential Employee Pay

Non-exempt confidential employees shall receive \$50.00 per month prorated per pay period.

F. Uniform Allowance

Employees in the following positions are required to wear uniforms on the job, and the City shall provide uniform allowances in the following amounts to employees in the listed positions:

- Fire Division Chief: one thousand and one hundred (\$1,100) per year.
- Fire Marshal: nine hundred fifteen dollars (\$915) per year.

The uniform allowances described above shall be paid annually on the regular payday for the second pay period ~~that includes in~~ June 30, ~~and first pay period in December~~, by separate check. In the case of a newly appointed employee, the employee shall receive the initial allowance the regular payday following the date of their appointment, and subsequent annual allowances ~~in the pay period that includes June 30 as noted above~~, prorated/adjusted in the first year after appointment to reflect the receipt of the full uniform allowance received on the payday following appointment.

For classic members only, the City shall pay uniform allowances and report the uniform allowances as required by CalPERS rules and regulations.

G. Annual Physical

An annual physical examination shall be provided by the City, if desired and requested by an employee in the Confidential Employees Unit.

H. Educational Expense Reimbursement

Educational expenses, up to a maximum of \$2,500 per calendar year, shall be paid, but are limited to the cost of a State College or State University's fees, books, and tuition. A grade of "C" or better is required for reimbursement. The Department Head must approve enrollment.

Section 6. Miscellaneous

A. Retiree Health Savings Account

~~The City agrees to explore the option of establishing an IRS Section 115 Trust Fund ("Trust Fund") and amending sick leave conversion at retirement (see section G). The City agrees to explore a tax deferred vehicle for employees to contribute towards a Retiree Health Savings Account (RHSA) through payroll deduction or contribution of paid leaves. The City agrees to report back to employees in the Confidential Employees Unit employees under this section within twelve (12) months following adoption of this Compensation and Benefits Plan by the City Council.~~

B. Establishment of Additional Deferred Compensation Vehicles

The City agrees to explore establishing additional 457 and/or 401(k) plans for employee contribution, provided there is no additional cost to the City.

C. Confidential Non-Management Employee Retention Incentive

All Confidential Non-Management employees who have completed five (5) years of service with the City of Tracy will receive 40 hours of vacation added to their vacation accruals. Subsequent 40 hours will be added on the next closest five (5) year anniversary date (10th, 15th, 20th, 25th, etc.) to come.

D. Confidential Non-Management Bilingual Pay

Confidential Non-Management employees who are required to communicate in languages other than English, as part of their regular assigned duties, may be compensated with an additional two percent (2%) of the employee's base salary, if the following criteria are met:

- i. Approval from the Department Head that a particular assignment requires the need for the specific alternate language
- ii. Certification by the City that the employee has successfully demonstrated the ability to communicate fluently in the language that the Department Head has determined is required.

Qualifying languages are Spanish, American Sign Language, and any other language designated by the Department Head as beneficial to the City.

E. Acting and Out-of-Class Pay

1. When a Confidential Management employee is appointed to fill a Department Head vacancy in an acting capacity caused by paid leave of absence or separation, compensation will be paid at entry level of Department Head position or at ten percent (10%) over the Manager's current classification salary, whichever is greater, after ten consecutive calendar days, retroactive to the first day of such appointment.
2. When a Confidential Non-Management employee is assigned, by the appropriate supervisor, out of class work for a period of eight or more consecutive hours, the employee is entitled to out of class pay from the first hour of such work. Pay for out of class work shall be computed at the rate of Step A of the appropriate higher class position, provided that the differential in pay is at least six percent

(6%) greater than the employee's base rate of pay as listed in the most current master salary schedule.

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COMPENSATION AND BENEFITS PLAN

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BETWEEN

THE CITY OF TRACY

AND

THE DEPARTMENT HEADS

July 1, 2018-2021 through June 30, 2021-2023

Amended March 5, 2019



Human Resources Department
333 Civic Center Plaza
Tracy, CA 95376
(209) 831-6150
www.cityoftracy.org

Department Heads
July 1, 2018 2021 through June 30, 2023²⁴
Amended March 5, 2019

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CITY OF TRACY
DEPARTMENT HEADS
COMPENSATION AND BENEFITS PLAN
July 1, 2018 2021 – June 30, 20212023
Amended March 5, 2019

Section 1. Purpose and Intent

The City Council has established a Department Heads Compensation and Benefits Plan. Department Heads are exempt from the Fair Labor Standards Act (FLSA), are at will employees, and serve at the pleasure of the City Manager. They are covered by the authority of the Personnel Rules and Regulations; however, they are not subject to the grievance or appeals procedure. (The City Manager is empowered to grant compensation adjustments as specified in the Department Heads Compensation and Benefits Plan.)

The City of Tracy is desirous of providing greater service to its citizens, and of recruiting and maintaining qualified Department Head staff. The following plan provides the basis for recognition, benefits and compensation, effective July 1, 2018 2021 through June 30, 20212023.

Section 2. Department Heads Unit Membership

Positions covered by this plan exclusively are as follows:

- Assistant City Manager
- Director of Development and Engineering Services Director
- Director of Finance Director
- Fire Chief
- Director of Human Resources Director
- Director of Parks and Community Services Director Recreation
- Police Chief
- Director of Public Works Director
- Director of Utilities Director

Section 3. Compensation

A. **Salary Plan**

There shall be a minimum and maximum salary for all classifications.

All rates of pay set forth in this Section represent the standard rate of pay for full-time employment for each classification. Employees occupying a position in a classification covered by this Plan shall be paid at a base salary within the range established for that position's classification.

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The salary ranges for all classifications covered in the plan shall be increased as outlined in this Section.

1. Equity Increases

There shall be no equity increases for the duration of this term.

2. Cost of Living Adjustments

Effective the first full pay period in July 2021, employees in this plan shall receive the equivalent of two percent (2%) annual salary (non-persable) one-time lump sum payment.

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Effective the first full pay period in July 2021, salary ranges for employees in this plan shall be increased by three percent (3%).

Effective the first full pay period in July 2022, salary ranges for employees in this plan shall be increased by three percent (3%).

Effective the first full pay period in July 2018, employees shall receive a wage increase equal to four (4.0)%.

Effective April 1, 2019, employee shall receive a wage increase equal to four (4.0)%.
Active employees on April 1, 2019, hired prior to January 1, 2019 will receive the salary increase of 4.0% paid retroactively to January 1, 2019 on a separate paycheck on April 5, 2019.
Active employees on April 1, 2019, hired after January 1, 2019 will receive the salary increase of 4.0% paid retroactively to the date of hire on a separate paycheck on April 5, 2019.

Effective the first pay period of July 2020, employee shall receive a wage increase equal to four (4.0)%.

B. Components of Salary

The City Manager is authorized to set the salary of Department Heads at any point within the salary range.

1. Base Salary

This is the amount set at any point within the range at initial appointment and will be subject to adjustment until the Department Head reaches the top of the range. Base salary may be adjusted on an annual basis by the City Manager, based on meritorious performance, but not to exceed the established range.

C. Deferred Compensation

A contribution to the Department Head's Deferred Compensation Plan will be made in the amount of five (5.0)% of the Department Head's annual salary. City paid deferred compensation to a Department Head shall be paid to a 401a Plan.

Section 4. Leave

A. Vacation

Department Heads shall accrue vacation prorated per pay period at the following rates:

0-5 years	120 hours per year
6-10 years	160 hours per year
11-15 years	200 hours per year
16-20 years	220 hours per year
21 + years	240 hours per year

B. Management Leave

In recognition of the need to devote more than 40 hours per week to their duties, management leave in the amount of 120 hours per calendar year shall be granted to Department Heads.

C. Floating Holidays

Sixteen (16) hours of floating holiday leave per calendar year shall be granted to Department Heads.

D. Proclaimed Holidays

All holidays proclaimed by the Governor of the State of California or the President of the United States shall be granted as holidays.

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D-E. Maximum Accumulation of Leave

The maximum accrual for Department Heads of vacation, management leave, and floating holidays shall be 750 hours.

E-F. Buy-Back of Accumulated Leave

Department Heads are allowed an optional buy-back of accumulated leave. They may, twice in a calendar year, buy back up to 50 percent (50%) of accumulated leave, but not more than the equivalent of one (1) year's earning rate for vacation, management leave and floating holidays. Between April 1, 2019-April 30, 2020, Department Heads may exercise the option to sell back up to 30 hours of accumulated leave which will not

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~~count toward the annual maximum sell back equivalent of one year's earning rate for vacation.~~

F.G. Sick Leave Accrual

All Department Heads shall be eligible to accrue sick leave prorated per pay period at the rate of ninety-six (96) hours per year. Unlimited accrual of sick leave is allowed.

Eligible Department Heads shall be eligible to accrue one hundred ninety-two (192) hours of sick leave per year beginning the 21st year of employment and thereafter. This provision is only applicable to individuals first employed by the City of Tracy prior to January 1, 1987.

G.H. Sick Leave Usage

Sick leave is to be used for personal sickness or disability, medical or dental treatments, or for absences due to serious illness or injury of a member of the employee's immediate family. Sick leave may also be used by employees who are victims of domestic violence, sexual assault or stalking and who need to take time off of work for any of the reasons set forth in California Labor Code sections 230 and 230.1.

H.I. Conversion of Sick Leave Balance

1. Conversion of Sick Leave Balance Upon Retirement

Upon retirement, employees may convert all accrued sick leave at the time of retirement to a medical insurance bank. The value of the medical insurance bank shall be determined by multiplying the number of accrued sick leave hours by the Department Head's hourly rate of pay. The retired employee and ~~his/her~~their dependents shall be entitled to continue group health insurance coverage, dental and/or vision coverage currently in effect, with premiums for such coverage being deducted from the medical insurance bank until said bank is exhausted. At that time, the employee and ~~his/her~~their dependents may continue to participate in the City's group health plan provided the City receives the employee's payment for the premium(s) by the 10th of each month for the following month's coverage.

2. Conversion of Sick Leave Balance Upon Death/Termination

Upon death, the employee's estate shall receive straight-time pay for all accrued sick leave in excess of 960 hours.

If a Department Head terminates or is terminated for any reason, all accumulated sick leave shall be canceled. Such accumulated sick leave, however, shall be credited

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to such employee if he/she returns to City employment within two years of such termination.

I. Bereavement Leave

In the event of death in the immediate family of a Department Head, absence from duty may be allowed not to exceed five working days within two weeks of the date of death of the family member. Such absences shall not be charged to sick leave.

Section 5. Benefits

A. Determined by City Manager

Department Heads shall receive benefits based on the maximum granted to represented and unrepresented employees, or other reasonable basis, as determined by the City Manager.

B. CalPERS Retirement Formula (Amended by Resolution 2010-152)

1. Miscellaneous (Non-Public Safety) Department Heads

Miscellaneous employees hired on or after January 1, 2013 and who qualify as "new employees" under the Public Employees' Pension Reform Act ("PEPRA") shall receive average of three (3) consecutive highest years and 2% at 62 benefit formula provided through the California Public Employees' Retirement System (CalPERS).

Miscellaneous Department Heads hired on or after December 17, 2010 and on or before December 31, 2012, shall receive the average of three (3) consecutive highest years and 2% @ 55 benefit formula provided through the California Public Employees' Retirement System (CalPERS).

Miscellaneous Department Heads hired on or before December 16, 2010 shall receive the single highest year and 2.5% at 55 benefit formula provided through the California Public Employees' Retirement System (CalPERS).

2. Fire Chief: Public Safety Department Head

Fire Chiefs hired on or before December 31, 2012 and/or meeting the CalPERS definition of a "Classic employee" shall receive single highest year and the three

percent at 55 (3%@55) retirement formula provided through the California Public Employees' Retirement System (CalPERS).

Fire Chiefs hired on or after January 1, 2013 meeting the definition of "new member" under PEPRA shall be subject to all the provisions of that law, including, but not limited to the two point seven percent at 57 (2.7%@57) retirement formula with a three-year final compensation period.

Field Code Changed

3. Police Chief: Public Safety Department Head

Police Chiefs hired by the City of Tracy on or before July 1, 2010 shall receive single highest year and the three percent at 50 (3%@50) retirement formula provided through the California Public Employees' Retirement System (CalPERS).

Police Chiefs hired by the City of Tracy on or after July 2, 2010 meeting the CalPERS definition of a "classic employee" shall receive single highest year and the three percent at 55 (3%@55) retirement formula provided through the California Public Employees' Retirement System (CalPERS).

Police Chiefs hired on or after January 1, 2013 meeting the definition of "new member" under PEPRA shall be subject to all the provisions of that law, including, but not limited to the two point seven percent at 57 (2.7%@57) retirement formula with a three-year final compensation period.

Field Code Changed

C. CalPERS Retirement Benefit

The City agrees to continue to pay the employer contribution for the City's CalPERS retirement benefit.

Miscellaneous employees hired on or before December 16, 2010 and under the first-tier CalPERS retirement formula (2.5% at 55), shall pay the 8% employee contribution towards employee statutory share of CalPERS retirement during the term of this Agreement.

Miscellaneous employees hired after December 16, 2010 and on or before December 31, 2012, under the second-tier CalPERS retirement formula (2% at 55), shall pay the 7% employee contribution towards employee statutory share of CalPERS retirement during the term of this Agreement.

Miscellaneous employees hired on or after January 1, 2013 and meeting the definition of "new member" under the Public Employees' Pension reform Act (PEPRA) shall be subject to all the provisions of that law, including, but not limited to the 2%@62 benefit formula provided through the Public Employees' Retirement System (CalPERS) with a three-year final compensation period and shall pay the employee contribution required by PEPRA, currently calculated at fifty percent (50%) of the normal cost.

Safety employees hired by the City and meeting the definition of "classic member" under the Public Employees' Pension Reform Act shall pay the 9% of salary employee contribution toward employee statutory share of CalPERS retirement.

Safety employees hired by the City on or after January 1, 2013 meeting the definition of "new member" under the Public Employees' Pension Reform Act shall be subject to all the provisions of the law, including, but not limited to the two point seven percent at age 57 (2.7%@57) retirement formula with a three-year compensation period and shall pay the employee contribution required by the Public Employees' Pension Reform Act, currently calculated at fifty percent (50%) of normal cost.

Field Code Changed

D. Short Term Disability Insurance (STD)

Short Term Disability insurance is ~~provided to required for~~ all regular employees in the Department Head Unit through Standard Insurance with the premium paid by employees per pay period at the current rate of .83% of salary employee's earnings, prior to applying taxes.

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Short Term Disability Insurance payments may be available to employees who cannot work because of sickness or non-work related injuries as determined by the STD insurance provider. STD payments shall be integrated with accumulated sick and vacation leave balances unless the employee elects in writing at the time of disability, to retain STD payments and receive no supplemental income (paid leave) from the City.

To the extent accumulated sick leave or vacation leave is available; the employee will continue to receive normal paychecks. Payments received from the insurance carrier shall be turned in to the City. When such checks are received by the City, a portion of the employee's next paycheck, equal to the amount turned in, shall be recorded as nontaxable pay and sick leave shall be charged only for the amount of the City's share of the paycheck.

In no case may an employee receive more income than the amount of his/her/their normal pay. Employees must turn in checks received from the insurance carrier to the City, unless the employee elected in writing, at the time of the disability, of the employee's choice not to receive paid leave.

E. Long Term Disability Program (LTD)

City paid Long Term Disability insurance shall be provided to all Department Heads.

F. Annual Physical

An annual physical examination shall be provided by the City, if desired and requested by a Department Head.

G. Education Reimbursement

Educational expenses shall be reimbursed, up to \$2,500 per calendar year, but are limited to the cost of a State College or University's fees, books, and tuition. A grade of "C" or better is required for reimbursement. Approval by the City Manager is required prior to enrollment.

H. Travel

Administrative Procedure, Section T – Travel Expenses, shall be used to reimburse mileage expenses incurred when using a personal vehicle for City business. Department Heads shall not receive mileage reimbursement, in accordance with Administrative Procedure Section T – Travel Expense, unless the one-way mileage from the City of Tracy work site to the final destination exceeds 75 miles. In such circumstances, the Department Head may apply for reimbursement for mileage above the initial 75 miles.

I. City Vehicle/Allowance

Department Heads shall be provided with either a City vehicle or a car allowance of \$500 per month, prorated per pay period.

J. Insurance

1. Medical Plans Provided

The City offers medical insurance. During the term of this agreement the City reserves the right to change medical providers and the parties shall meet and discuss regarding such change. New employees hired on or after December 1, 2007 shall be required to select a medical plan for at least the employee and are not eligible for cash benefits except as may be required by provisions of the IRS regulations covering Flexible Benefits plans.

2. Dental

The City shall offer dental insurance coverage for full-time employees and their eligible dependents through the existing providers.

3. Vision

The City shall make available vision care benefits for full-time employees and their eligible dependents through the existing providers.

4. Life Insurance

~~Upon Council approval of this Plan, effective July 1, 2018, T~~ the City shall purchase life insurance in the amount of \$225,000 for each Department Head, ~~as soon as administratively feasible~~.

5. Cafeteria Plan

a. City Contributions

The City shall maintain an account for each full-time employee in regular or probationary status within the City's cafeteria plan. The City shall make monthly payments of no more than the annual maximum amount for the employee's benefit level, either family, employee plus one, or employee only to each employee's account.

b. Cash Out Options

For employees hired before December 1, 2007, the maximum cash payment shall be set at \$996.00 per month for employees who do not elect a medical, dental, and/or vision plan. For employees hired on or after December 1, 2007, each employee shall be required to select a medical plan and the cash payment shall be limited to the minimum required by law (if any).

c. Future Contributions

If premiums increase in the plans to which City employees subscribe effective January 1, ~~2019~~2022, and each January thereafter during the term of this Agreement, the City will increase the City's monthly contribution for employees by 75% of the average of the dollar increase of the family HMO plan premiums for employees electing family coverage.

For employees who elect employee only or employee plus one coverage, any City increase to the employee's account shall be limited to the amount necessary to fully cover the plan selected or up to a maximum of the dollar amount increase allocated to employees who elect family coverage. There shall be no increase for employees who do not elect health insurance coverage.

In the event the above listed amounts are insufficient to fully pay the premiums required of employees enrolled in any one of the medical insurance plans, the City shall make a payroll deduction from the employee's pay to cover the difference in cost.

d. Approved Account Uses

The monies in an employee's account shall be used for one or more of the following purposes only: 1) payment of premium charges for the medical insurance program in which the employee is enrolled, 2) payment of premium charges for the dental insurance program in which the employee is enrolled, and/or 3) payment of premium charges for the vision insurance program in which the employee is enrolled. The City also independently funds life insurance premiums through each employee's account.

Each employee shall provide the Personnel Officer or Human Resources designee in writing on a form provided, and at times designated by the City each year, all information necessary to administer the Cafeteria Plan during the 12 month period beginning the first day of each plan benefit year. Thereafter, no changes to designations so made will be allowed until the following open enrollment period without a qualifying event.

Each employee shall be responsible for providing immediate written notification to the Personnel Officer or Human Resources designee of any change to the number of his/her/their dependents which affects the amount of the City payment on behalf of the employee. Changes in Cafeteria Plan payments required because of a change in an employee's number of dependents shall take effect at the start of the first pay period in the month next following the month in which advice from the employee is received by the Personnel Officer or Human Resources designate. No retroactive payments shall be allowed.

e. Flexible Benefits Plan (IRS Section 125)

The City has implemented an Internal Revenue Code Section 125 Plan to redirect employees' pre-selected amount of base salary to pay employee paid insurance premiums and other approved expenses. The City will not treat these monies as compensation subject to income tax withholding unless the Internal Revenue Service or the Franchise Tax Board indicates that such contributions are taxable income subject to withholding. Each employee shall be solely and personally responsible for any federal, state or local tax liabilities of the employee that may arise out of the implementation of this section or any penalty that may be imposed therefore.

K. Management Benefit Plan

The Management Benefit of \$960 per calendar year will be utilized at the discretion of each individual Department Head for job related expenses or for professional development. The monies will be allocated per pay period and may be utilized for a wide variety of job related expenses, training, association memberships, computer

hardware and software, conference registration and attendance, and other miscellaneous job expenses or professional development opportunities.

L. Uniform Allowance

The City shall provide the Fire Chief and Police Chief a uniform allowance in the amount of \$1,100 per year.

The uniform allowance described above shall be paid annually on the regular payday for the second pay period in June, and first pay period in December, by separate check. In the case of a newly appointed employee, the employee shall receive the initial allowance the regular payday following the date of their appointment, and subsequent annual allowances as noted above, prorated/adjusted in the first year after appointment to reflect the receipt of the full uniform allowance received on the payday following appointment.

M. Relocation Incentive

Department Heads wishing to relocate to a residence within the City of Tracy may receive relocation expense reimbursement of up to \$5,000 at the City Manager's discretion.

Section 6. Severance

A. Determined by City Manager

The City Manager, at his or her discretion, is authorized to enter into severance agreements with Department Heads if they involuntarily resign or are terminated by the City, for up to six (6) months of severance pay.

B. Severance Pay

"Severance pay" shall include the cash equivalent to salary and city paid health benefits/premiums including cash in lieu or medical, dental and vision premiums. Severance pay shall be paid in a lump sum payment to the Department Head by the City within 15 working days after the effective date of the severance agreement, or as agreed to by the City and the Department Head. Severance pay shall not be included in final compensation for the purposes of CalPERS retirement nor shall any payments of the employee's share of the CalPERS rates be deemed to extend the date of separation past termination or resignation of the employee.

C. Waiver and Release

All severance agreements must contain a release of liability for all claims connected with the employment relationship and must be in a form approved by the City Attorney.

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EXHIBIT G

City of Tracy
Master Salary Schedule

Effective 07-01-2021

Class Code	Position Title	Unit	Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3106	Accountant*	TMMBU	A	3,322.47	7,198.69	86,384.22	41.5309
			B	3,488.59	7,558.61	90,703.34	43.6074
			C	3,663.02	7,936.54	95,238.52	45.7878
			D	3,846.16	8,333.35	100,000.16	48.0770
			E	4,038.47	8,750.02	105,000.22	50.4809
4112	Account Clerk	TTSSEA	A	2,113.20	4,578.60	54,943.20	26.4150
			B	2,218.87	4,807.55	57,690.62	27.7359
			C	2,329.81	5,047.92	60,575.06	29.1226
			D	2,446.30	5,300.32	63,603.80	30.5788
			E	2,568.62	5,565.34	66,784.12	32.1078
2520	Accounting Manager*	CONF	A	4,803.16	10,406.85	124,882.16	60.0395
			B	5,043.31	10,927.17	131,126.06	63.0414
			C	5,295.49	11,473.56	137,682.74	66.1936
			D	5,560.26	12,047.23	144,566.76	69.5033
			E	5,838.29	12,649.63	151,795.54	72.9786
4201	Accounting Technician	TTSSEA	A	2,598.83	5,630.80	67,569.58	32.4854
			B	2,728.79	5,912.38	70,948.54	34.1099
			C	2,865.21	6,207.96	74,495.46	35.8151
			D	3,008.49	6,518.40	78,220.74	37.6061
			E	3,158.92	6,844.33	82,131.92	39.4865
4102	Administrative Assistant	TTSSEA	A	2,103.86	4,558.36	54,700.36	26.2983
			B	2,209.04	4,786.25	57,435.04	27.6130
			C	2,319.50	5,025.58	60,307.00	28.9938
			D	2,435.47	5,276.85	63,322.22	30.4434
			E	2,557.23	5,540.67	66,487.98	31.9654
8102	Administrative Assistant -Confidential	CONF	A	2,156.03	4,671.40	56,056.78	26.9504
			B	2,263.82	4,904.94	58,859.32	28.2978
			C	2,377.01	5,150.19	61,802.26	29.7126
			D	2,495.87	5,407.72	64,892.62	31.1984
			E	2,620.66	5,678.10	68,137.16	32.7583
4107	Administrative Technician	TTSSEA	A	2,598.83	5,630.80	67,569.58	32.4854
			B	2,728.79	5,912.38	70,948.54	34.1099
			C	2,865.21	6,207.96	74,495.46	35.8151
			D	3,008.49	6,518.40	78,220.74	37.6061
			E	3,158.92	6,844.33	82,131.92	39.4865
3510	Airport Manager*	TMMBU	A	3,372.56	7,307.21	87,686.56	42.1570
			B	3,541.17	7,672.54	92,070.42	44.2646
			C	3,718.23	8,056.17	96,673.98	46.4779
			D	3,904.14	8,458.97	101,507.64	48.8018
			E	4,099.34	8,881.90	106,582.84	51.2418
5522	Animal Services Aide	TEAMSTERS	A	1,442.09	3,124.53	37,494.34	18.0261
			B	1,514.19	3,280.75	39,368.94	18.9274
			C	1,589.92	3,444.83	41,337.92	19.8740
			D	1,669.41	3,617.06	43,404.66	20.8676
			E	1,752.87	3,797.89	45,574.62	21.9109

EXHIBIT G

City of Tracy
Master Salary Schedule

Effective 07-01-2021

Class Code	Position Title	Unit	Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5521	Animal Services Officer I	TEAMSTERS	A	2,007.11	4,348.74	52,184.86	25.0889
			B	2,107.44	4,566.12	54,793.44	26.3430
			C	2,212.80	4,794.40	57,532.80	27.6600
			D	2,323.44	5,034.12	60,409.44	29.0430
			E	2,439.63	5,285.87	63,430.38	30.4954
5523	Animal Services Officer II	TEAMSTERS	A	2,203.63	4,774.53	57,294.38	27.5454
			B	2,313.81	5,013.26	60,159.06	28.9226
			C	2,429.51	5,263.94	63,167.26	30.3689
			D	2,550.98	5,527.12	66,325.48	31.8873
			E	2,678.55	5,803.53	69,642.30	33.4819
3620	Animal Services Manager*	TMMBU	A	3,622.85	7,849.51	94,194.10	45.2856
			B	3,804.00	8,242.00	98,904.00	47.5500
			C	3,994.20	8,654.10	103,849.20	49.9275
			D	4,193.90	9,086.78	109,041.40	52.4238
			E	4,403.60	9,541.13	114,493.60	55.0450
3621	Animal Services Supervisor	TMMBU NON EXEMPT	A	2,684.44	5,816.29	69,795.44	33.5555
			B	2,818.66	6,107.10	73,285.16	35.2333
			C	2,959.58	6,412.42	76,949.08	36.9948
			D	3,107.56	6,733.05	80,796.56	38.8445
			E	3,262.94	7,069.70	84,836.44	40.7868
2573	Assistant City Attorney*	CONF	A	6,114.64	13,248.39	158,980.64	76.4330
			B	6,420.36	13,910.78	166,929.36	80.2545
			C	6,741.38	14,606.32	175,275.88	84.2673
			D	7,078.45	15,336.64	184,039.70	88.4806
			E	7,432.36	16,103.45	193,241.36	92.9045
1502	Assistant City Manager*	DH	Min	8,906.68	19,297.81	231,573.68	111.3335
			Max	9,552.29	20,696.63	248,359.56	119.4036
2682	Assistant Director DES*	CONF	A	5,839.85	12,653.01	151,836.10	72.9981
			B	6,131.84	13,285.65	159,427.84	76.6480
			C	6,438.43	13,949.93	167,399.18	80.4804
			D	6,760.34	14,647.40	175,768.84	84.5043
			E	7,098.36	15,379.78	184,557.36	88.7295
2681	Assistant Director DES/City Engineer*	CONF	A	6,118.28	13,256.27	159,075.28	76.4785
			B	6,424.19	13,919.08	167,028.94	80.3024
			C	6,745.41	14,615.06	175,380.66	84.3176
			D	7,082.67	15,345.79	184,149.42	88.5334
			E	7,436.83	16,113.13	193,357.58	92.9604
3302	Assistant Engineer*	TMMBU	A	3,473.35	7,525.59	90,307.10	43.4169
			B	3,646.99	7,901.81	94,821.74	45.5874
			C	3,829.35	8,296.93	99,563.10	47.8669
			D	4,020.82	8,711.78	104,541.32	50.2603
			E	4,221.86	9,147.36	109,768.36	52.7733

EXHIBIT G

City of Tracy
Master Salary Schedule

Effective 07-01-2021

Class	Unit	Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5232 Assistant Planner	TEAMSTERS	A	2,883.29	6,247.13	74,965.54	36.0411
		B	3,027.46	6,559.50	78,713.96	37.8433
		C	3,178.83	6,887.47	82,649.58	39.7354
		D	3,337.77	7,231.84	86,782.02	41.7221
		E	3,504.66	7,593.43	91,121.16	43.8083
2580 Assistant to the City Manager*	CONF	A	4,803.16	10,406.85	124,882.16	60.0395
		B	5,043.31	10,927.17	131,126.06	63.0414
		C	5,295.49	11,473.56	137,682.74	66.1936
		D	5,560.26	12,047.23	144,566.76	69.5033
		E	5,838.29	12,649.63	151,795.54	72.9786
3333 Associate Engineer*	TMMBU	A	3,901.95	8,454.23	101,450.70	48.7744
		B	4,097.03	8,876.90	106,522.78	51.2129
		C	4,301.90	9,320.78	111,849.40	53.7738
		D	4,516.98	9,786.79	117,441.48	56.4623
		E	4,742.83	10,276.13	123,313.58	59.2854
3303 Associate Civil Engineer*	TMMBU	A	3,901.95	8,454.23	101,450.70	48.7744
		B	4,097.03	8,876.90	106,522.78	51.2129
		C	4,301.90	9,320.78	111,849.40	53.7738
		D	4,516.98	9,786.79	117,441.48	56.4623
		E	4,742.83	10,276.13	123,313.58	59.2854
3202 Associate Planner*	TMMBU	A	3,302.14	7,154.64	85,855.64	41.2768
		B	3,467.24	7,512.35	90,148.24	43.3405
		C	3,640.60	7,887.97	94,655.60	45.5075
		D	3,822.63	8,282.37	99,388.38	47.7829
		E	4,013.78	8,696.52	104,358.28	50.1723
4451 Box Office Assistant	TTSSEA	A	1,894.94	4,105.70	49,268.44	23.6868
		B	1,989.70	4,311.02	51,732.20	24.8713
		C	2,089.18	4,526.56	54,318.68	26.1148
		D	2,193.63	4,752.87	57,034.38	27.4204
		E	2,303.34	4,990.57	59,886.84	28.7918
4455 Box Office Coordinator	TTSSEA	A	2,505.31	5,428.17	65,138.06	31.3164
		B	2,630.59	5,699.61	68,395.34	32.8824
		C	2,762.11	5,984.57	71,814.86	34.5264
		D	2,900.21	6,283.79	75,405.46	36.2526
		E	3,045.22	6,597.98	79,175.72	38.0653
3104 Budget Officer*	CONF	A	4,436.85	9,613.18	115,358.10	55.4606
		B	4,658.69	10,093.83	121,125.94	58.2336
		C	4,891.62	10,598.51	127,182.12	61.1453
		D	5,136.21	11,128.46	133,541.46	64.2026
		E	5,393.03	11,684.90	140,218.78	67.4129
5211 Building Inspector I	TEAMSTERS	A	2,587.46	5,606.16	67,273.96	32.3433
		B	2,716.83	5,886.47	70,637.58	33.9604
		C	2,852.67	6,180.79	74,169.42	35.6584
		D	2,995.31	6,489.84	77,878.06	37.4414
		E	3,145.07	6,814.32	81,771.82	39.3134

EXHIBIT G

City of Tracy
Master Salary Schedule

Effective 07-01-2021

Class Code	Position Title	Unit	Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5212	Building Inspector II	TEAMSTERS	A	3,304.61	7,159.99	85,919.86	41.3076
			B	3,469.85	7,518.01	90,216.10	43.3731
			C	3,643.33	7,893.88	94,726.58	45.5416
			D	3,825.50	8,288.58	99,463.00	47.8188
			E	4,016.76	8,702.98	104,435.76	50.2095
5320	Building Maintenance Worker I	TEAMSTERS	A	2,196.09	4,758.20	57,098.34	27.4511
			B	2,305.90	4,996.12	59,953.40	28.8238
			C	2,421.20	5,245.93	62,951.20	30.2650
			D	2,542.26	5,508.23	66,098.76	31.7783
			E	2,669.38	5,783.66	69,403.88	33.3673
5321	Building Maintenance Worker II	TEAMSTERS	A	2,311.68	5,008.64	60,103.68	28.8960
			B	2,427.27	5,259.09	63,109.02	30.3409
			C	2,548.63	5,522.03	66,264.38	31.8579
			D	2,676.06	5,798.13	69,577.56	33.4508
			E	2,809.87	6,088.05	73,056.62	35.1234
3341	Building Official*	TMMBU	A	5,005.29	10,844.80	130,137.54	62.5661
			B	5,255.54	11,387.00	136,644.04	65.6943
			C	5,518.33	11,956.38	143,476.58	68.9791
			D	5,794.24	12,554.19	150,650.24	72.4280
			E	6,083.96	13,181.91	158,182.96	76.0495
4501	Building Permit Technician I	TTSSEA	A	2,399.55	5,199.03	62,388.30	29.9944
			B	2,519.54	5,459.00	65,508.04	31.4943
			C	2,645.50	5,731.92	68,783.00	33.0688
			D	2,777.79	6,018.55	72,222.54	34.7224
			E	2,916.68	6,319.47	75,833.68	36.4585
4502	Building Permit Technician II	TTSSEA	A	2,525.84	5,472.65	65,671.84	31.5730
			B	2,652.15	5,746.33	68,955.90	33.1519
			C	2,784.75	6,033.63	72,403.50	34.8094
			D	2,923.99	6,335.31	76,023.74	36.5499
			E	3,070.19	6,652.08	79,824.94	38.3774
1506	City Attorney*	CONTRACT		9,270.00	20,085.00	241,020.00	115.8750
3110	City Clerk*	TMMBU	A	4,447.17	9,635.54	115,626.42	55.5896
			B	4,669.54	10,117.34	121,408.04	58.3693
			C	4,903.01	10,623.19	127,478.26	61.2876
			D	5,148.16	11,154.35	133,852.16	64.3520
			E	5,405.56	11,712.05	140,544.56	67.5695
1102	City Council Member*			432.00	936.00	11,232.00	
1501	City Manager*	CONTRACT		10,094.00	21,870.33	262,444.00	126.1750
1112	City Treasurer*			438.47	950.02	11,400.22	
9107	Clerical	LS	A				14.0000
			B				14.7000
			C				15.4300
			D				16.2100
			E				17.0200

EXHIBIT G

City of Tracy
Master Salary Schedule

Effective 07-01-2021

Class Code	Position Title	Unit	Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3155	Code Compliance Analyst*	TMMBU	A	3,502.59	7,588.95	91,067.34	43.7824
			B	3,677.72	7,968.39	95,620.72	45.9715
			C	3,861.60	8,366.80	100,401.60	48.2700
			D	4,054.69	8,785.16	105,421.94	50.6836
			E	4,257.43	9,224.43	110,693.18	53.2179
5202	Code Enforcement Officer	TEAMSTERS	A	2,672.81	5,791.09	69,493.06	33.4101
			B	2,806.44	6,080.62	72,967.44	35.0805
			C	2,946.77	6,384.67	76,616.02	36.8346
			D	3,094.10	6,703.88	80,446.60	38.6763
			E	3,248.81	7,039.09	84,469.06	40.6101
3315	Community Preservation Manager*	TMMBU	A	3,901.95	8,454.23	101,450.70	48.7744
			B	4,097.03	8,876.90	106,522.78	51.2129
			C	4,301.90	9,320.78	111,849.40	53.7738
			D	4,516.98	9,786.79	117,441.48	56.4623
			E	4,742.83	10,276.13	123,313.58	59.2854
5513	Community Services Officer	TEAMSTERS	A	2,333.87	5,056.72	60,680.62	29.1734
			B	2,450.57	5,309.57	63,714.82	30.6321
			C	2,573.07	5,574.99	66,899.82	32.1634
			D	2,701.74	5,853.77	70,245.24	33.7718
			E	2,836.84	6,146.49	73,757.84	35.4605
5222	Construction Inspector I	TEAMSTERS	A	2,999.35	6,498.59	77,983.10	37.4919
			B	3,149.34	6,823.57	81,882.84	39.3668
			C	3,306.79	7,164.71	85,976.54	41.3349
			D	3,472.13	7,522.95	90,275.38	43.4016
			E	3,645.76	7,899.15	94,789.76	45.5720
5223	Construction Inspector II	TEAMSTERS	A	3,149.15	6,823.16	81,877.90	39.3644
			B	3,306.60	7,164.30	85,971.60	41.3325
			C	3,471.93	7,522.52	90,270.18	43.3991
			D	3,645.55	7,898.69	94,784.30	45.5694
			E	3,827.82	8,293.61	99,523.32	47.8478
4605	Crime Analyst	TTSSEA	A	2,835.37	6,143.30	73,719.62	35.4421
			B	2,977.14	6,450.47	77,405.64	37.2143
			C	3,126.01	6,773.02	81,276.26	39.0751
			D	3,282.31	7,111.67	85,340.06	41.0289
			E	3,446.41	7,467.22	89,606.66	43.0801
5514	Crime Prevention Specialist	TEAMSTERS	A	2,417.53	5,237.98	62,855.78	30.2191
			B	2,538.44	5,499.95	65,999.44	31.7305
			C	2,665.36	5,774.95	69,299.36	33.3170
			D	2,798.60	6,063.63	72,763.60	34.9825
			E	2,938.53	6,366.82	76,401.78	36.7316
5517	Crime Scene Technician	TEAMSTERS	A	2,618.18	5,672.72	68,072.68	32.7273
			B	2,749.07	5,956.32	71,475.82	34.3634
			C	2,886.53	6,254.15	75,049.78	36.0816
			D	3,030.86	6,566.86	78,802.36	37.8858
			E	3,182.41	6,895.22	82,742.66	39.7801

EXHIBIT G

City of Tracy
Master Salary Schedule

Effective 07-01-2021

Class	Unit	Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate	
Code	Position Title						
3622	Crime Scene Property Unit Supervisor	TMMBU	A	2,746.55	5,950.86	71,410.30	34.3319
		Non-Exempt	B	2,883.87	6,248.39	74,980.62	36.0484
			C	3,028.05	6,560.78	78,729.30	37.8506
			D	3,179.45	6,888.81	82,665.70	39.7431
			E	3,338.42	7,233.24	86,798.92	41.7303
1108	Cultural Arts Commissioner			Stipend \$50.00 per meeting			
3162	Cultural Arts Division Manager*	TMMBU	A	4,686.93	10,155.02	121,860.18	58.5866
			B	4,921.28	10,662.77	127,953.28	61.5160
			C	5,167.35	11,195.93	134,351.10	64.5919
			D	5,425.70	11,755.68	141,068.20	67.8213
			E	5,696.98	12,343.46	148,121.48	71.2123
4459	Cultural Arts Program Coordinator	TTSSEA	A	2,505.31	5,428.17	65,138.06	31.3164
			B	2,630.59	5,699.61	68,395.34	32.8824
			C	2,762.11	5,984.57	71,814.86	34.5264
			D	2,900.21	6,283.79	75,405.46	36.2526
			E	3,045.22	6,597.98	79,175.72	38.0653
3524	Cultural Arts Supervisor*	TMMBU	A	3,622.85	7,849.51	94,194.10	45.2856
			B	3,804.00	8,242.00	98,904.00	47.5500
			C	3,994.20	8,654.10	103,849.20	49.9275
			D	4,193.90	9,086.78	109,041.40	52.4238
			E	4,403.60	9,541.13	114,493.60	55.0450
4461	Cultural Arts Technical Coordinator	TTSSEA	A	2,103.86	4,558.36	54,700.36	26.2983
			B	2,209.04	4,786.25	57,435.04	27.6130
			C	2,319.50	5,025.58	60,307.00	28.9938
			D	2,435.47	5,276.85	63,322.22	30.4434
			E	2,557.23	5,540.67	66,487.98	31.9654
3523	Cultural Arts Technical Supervisor*	TMMBU	A	3,007.51	6,516.27	78,195.26	37.5939
			B	3,157.90	6,842.12	82,105.40	39.4738
			C	3,315.79	7,184.21	86,210.54	41.4474
			D	3,481.58	7,543.42	90,521.08	43.5198
			E	3,655.67	7,920.62	95,047.42	45.6959
9552	D.A.R.E Officer	LS	A				35.3100
			B				37.0700
			C				38.9300
			D				40.8800
			E				42.9200
2571	Deputy City Attorney I*	CONF	A	4,800.76	10,401.65	124,819.76	60.0095
			B	5,040.80	10,921.73	131,060.80	63.0100
			C	5,292.84	11,467.82	137,613.84	66.1605
			D	5,557.49	12,041.23	144,494.74	69.4686
			E	5,835.35	12,643.26	151,719.10	72.9419
2572	Deputy City Attorney II*	CONF	A	5,280.84	11,441.82	137,301.84	66.0105
			B	5,544.89	12,013.93	144,167.14	69.3111
			C	5,822.14	12,614.64	151,375.64	72.7768
			D	6,113.25	13,245.38	158,944.50	76.4156
			E	6,418.90	13,907.62	166,891.40	80.2363

EXHIBIT G

City of Tracy
Master Salary Schedule

Effective 07-01-2021

Class Code	Position Title	Unit	Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4116	Deputy City Clerk	TTSSEA	A	2,791.45	6,048.14	72,577.70	34.8931
			B	2,931.03	6,350.57	76,206.78	36.6379
			C	3,077.57	6,668.07	80,016.82	38.4696
			D	3,231.47	7,001.52	84,018.22	40.3934
			E	3,393.03	7,351.57	88,218.78	42.4129
1515	Director of Development Services *	DH	Min Max	7,145.51 8,683.90	15,481.95 18,815.12	185,783.36 225,781.42	89.3189 108.5488
1522	Director of Finance*	DH	Min Max	6,666.78 8,096.98	14,444.69 17,543.47	173,336.23 210,521.59	83.3348 101.2123
1518	Director of Human Resources*	DH	Min Max	6,666.78 8,096.98	14,444.69 17,543.46	173,336.23 210,521.54	83.3348 101.2123
1516	Director of Parks and Recreation*	DH	Min Max	6,666.78 8,096.98	14,444.69 17,543.46	173,336.23 210,521.54	83.3348 101.2123
1512	Director of Public Works*	DH	Min Max	6,666.78 8,096.98	14,444.69 17,543.46	173,336.23 210,521.54	83.3348 101.2123
1520	Director of Utilities*	DH	Min Max	7,145.51 8,683.90	15,481.95 18,815.12	185,783.36 225,781.42	89.3189 108.5488
2751	Division Fire Chief*	CONF	A	5,839.70	12,652.68	151,832.20	72.9963
			B	6,131.67	13,285.29	159,423.42	76.6459
			C	6,438.27	13,949.59	167,395.02	80.4784
			D	6,760.19	14,647.08	175,764.94	84.5024
			E	7,098.20	15,379.43	184,553.20	88.7275
3208	Economic Development Mgmt Analyst I*	TMMBU	A	3,045.81	6,599.26	79,191.06	38.0726
			B	3,198.09	6,929.20	83,150.34	39.9761
			C	3,358.00	7,275.67	87,308.00	41.9750
			D	3,525.89	7,639.43	91,673.14	44.0736
			E	3,702.19	8,021.41	96,256.94	46.2774
3209	Economic Development Mgmt Analyst II*	TMMBU	A	3,502.59	7,588.95	91,067.34	43.7824
			B	3,677.72	7,968.39	95,620.72	45.9715
			C	3,861.60	8,366.80	100,401.60	48.2700
			D	4,054.69	8,785.16	105,421.94	50.6836
			E	4,257.43	9,224.43	110,693.18	53.2179
3207	Economic Development Manager*	TMMBU	A	4,329.49	9,380.56	112,566.74	54.1186
			B	4,545.96	9,849.58	118,194.96	56.8245
			C	4,773.26	10,342.06	124,104.76	59.6658
			D	5,011.92	10,859.16	130,309.92	62.6490
			E	5,262.51	11,402.11	136,825.26	65.7814
5325	Electrician	TEAMSTERS	A	3,317.38	7,187.66	86,251.88	41.4673
			B	3,483.26	7,547.06	90,564.76	43.5408
			C	3,657.44	7,924.45	95,093.44	45.7180
			D	3,840.29	8,320.63	99,847.54	48.0036
			E	4,032.31	8,736.67	104,840.06	50.4039

EXHIBIT G

City of Tracy
Master Salary Schedule

Effective 07-01-2021

Class Code	Position Title	Unit	Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3711	Emergency Medical Services Manager*	TMMBU	A	3,901.19	8,452.58	101,430.94	48.7649
			B	4,096.24	8,875.19	106,502.24	51.2030
			C	4,301.05	9,318.94	111,827.30	53.7631
			D	4,516.12	9,784.93	117,419.12	56.4515
			E	4,741.90	10,274.12	123,289.40	59.2738
5221	Engineering Technician I	TEAMSTERS	A	2,640.32	5,720.69	68,648.32	33.0040
			B	2,772.33	6,006.72	72,080.58	34.6541
			C	2,910.94	6,307.04	75,684.44	36.3868
			D	3,056.49	6,622.40	79,468.74	38.2061
			E	3,209.33	6,953.55	83,442.58	40.1166
5225	Engineering Technician II	TEAMSTERS	A	2,772.34	6,006.74	72,080.84	34.6543
			B	2,910.96	6,307.08	75,684.96	36.3870
			C	3,056.51	6,622.44	79,469.26	38.2064
			D	3,209.36	6,953.61	83,443.36	40.1170
			E	3,369.79	7,301.21	87,614.54	42.1224
3412	Environmental Compliance Analyst	TMMBU Non-Exempt	A	3,045.81	6,599.26	79,191.06	38.0726
			B	3,198.09	6,929.20	83,150.34	39.9761
			C	3,358.00	7,275.67	87,308.00	41.9750
			D	3,525.89	7,639.43	91,673.14	44.0736
			E	3,702.19	8,021.41	96,256.94	46.2774
5424	Environmental Compliance Technician	TEAMSTERS	A	2,197.75	4,761.79	57,141.50	27.4719
			B	2,307.65	4,999.91	59,998.90	28.8456
			C	2,423.01	5,249.86	62,998.26	30.2876
			D	2,544.16	5,512.35	66,148.16	31.8020
			E	2,671.40	5,788.03	69,456.40	33.3925
5313	Equipment Mechanic I	TEAMSTERS	A	2,426.53	5,257.48	63,089.78	30.3316
			B	2,547.85	5,520.34	66,244.10	31.8481
			C	2,675.24	5,796.35	69,556.24	33.4405
			D	2,809.00	6,086.17	73,034.00	35.1125
			E	2,949.45	6,390.48	76,685.70	36.8681
5314	Equipment Mechanic II	TEAMSTERS	A	2,547.84	5,520.32	66,243.84	31.8480
			B	2,675.24	5,796.35	69,556.24	33.4405
			C	2,808.99	6,086.15	73,033.74	35.1124
			D	2,949.45	6,390.48	76,685.70	36.8681
			E	3,096.91	6,709.97	80,519.66	38.7114
4108	Executive Assistant	TTSSEA	A	2,559.25	5,545.04	66,540.50	31.9906
			B	2,687.21	5,822.29	69,867.46	33.5901
			C	2,821.57	6,113.40	73,360.82	35.2696
			D	2,962.66	6,419.10	77,029.16	37.0333
			E	3,110.79	6,740.05	80,880.54	38.8849
8108	Executive Assistant - Confidential	CONF	A	2,622.72	5,682.56	68,190.72	32.7840
			B	2,753.86	5,966.70	71,600.36	34.4233
			C	2,891.55	6,265.03	75,180.30	36.1444
			D	3,036.12	6,578.26	78,939.12	37.9515
			E	3,187.93	6,907.18	82,886.18	39.8491

EXHIBIT G

City of Tracy
Master Salary Schedule

Effective 07-01-2021

Class Code	Position Title	Unit	Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
2581	Executive Assistant to City Manager	CONF	A B C D E	2,995.32 3,145.08 3,302.33 3,467.46 3,640.82	6,489.86 8,141.34 7,155.05 7,512.83 7,888.44	77,878.32 81,772.08 85,860.58 90,153.96 94,661.32	37.4415 39.3135 41.2791 43.3433 45.5103
9635	Facility Attendant	LS	A B C D E				18.4800 19.4000 20.3700 21.3900 22.4600
3715	Fire Battalion Chief*	SCFCOA	A B C D E	4,731.38 4,967.93 5,216.33 5,477.15 5,751.01	10,251.33 10,763.85 11,302.05 11,867.16 12,460.53	123,015.88 129,166.18 135,624.58 142,405.90 149,526.26	42.2445 44.3565 46.5744 48.9031 51.3483
7105	Fire Captain	TFFA	A B C D E	3,600.44 3,780.58 3,969.49 4,167.96 4,376.36	7,800.96 8,191.26 8,600.57 9,030.58 9,482.12	93,611.44 98,295.08 103,206.74 108,366.96 113,785.36	32.1468 33.7552 35.4419 37.2139 39.0746
1514	Fire Chief*	DH	Min Max	7,145.51 8,683.90	15,481.95 18,815.12	185,783.36 225,781.42	89.3189 108.5488
7103	Fire Engineer	TFFA	A B C D E	3,168.79 3,327.20 3,493.58 3,668.26 3,851.68	6,865.72 7,208.94 7,569.43 7,947.90 8,345.31	82,388.54 86,507.20 90,833.08 95,374.76 100,143.68	28.2928 29.7071 31.1927 32.7523 34.3900
5213	Fire Inspector	TEAMSTERS	A B C D E	3,147.24 3,304.61 3,469.85 3,643.33 3,825.50	6,819.02 7,159.99 7,518.01 7,893.88 8,288.58	81,828.24 85,919.86 90,216.10 94,726.58 99,463.00	39.3405 41.3076 43.3731 45.5416 47.8188
2752	Fire Marshal*	CONF	A B C D E	5,129.43 5,385.89 5,655.19 5,937.96 6,234.85	11,113.77 11,669.43 12,252.91 12,865.58 13,508.84	133,365.18 140,033.14 147,034.94 154,386.96 162,106.10	64.1179 67.3236 70.6899 74.2245 77.9356
9563	Fire Reserve	LS	A				14.0000 14.7000 15.4300 16.2100 17.0200

EXHIBIT G

City of Tracy
Master Salary Schedule

Effective 07-01-2021

Class Code	Position Title	Unit	Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
7102	Firefighter	TFFA	A E	2,807.31 2,947.65 3,095.05 3,249.79 3,412.28 426.54	6,082.51 6,386.58 6,705.95 7,041.22 7,393.28 Paramedic Pay (per pay period)	72,990.06 76,638.90 80,471.30 84,494.54 88,719.28 30.4668	25.0653 26.3183 27.6344 29.0160 30.4668
9565	Firefighter Trainee	LS	A				24.5600
				(70% OF STEP A, FIREFIGHTER)			
7108	Firefighter/Paramedic	TFFA	A E	3,158.38 3,316.30 3,482.12 3,656.22 3,839.04	6,843.16 7,185.32 7,544.60 7,921.81 8,317.92	82,117.88 86,223.80 90,535.12 95,061.72 99,815.04	28.1998 29.6098 31.0904 32.6448 34.2771
3404	Fleet Supervisor*	TMMBU	A E	3,372.56 3,541.17 3,718.23 3,904.14 4,099.34	7,307.21 7,672.54 8,056.17 8,458.97 8,881.90	87,686.56 92,070.42 96,673.98 101,507.64 106,582.84	42.1570 44.2646 46.4779 48.8018 51.2418
3120	GIS Analyst *	TMMBU	A E	3,502.59 3,677.72 3,861.60 4,054.69 4,257.43	7,588.95 7,968.39 8,366.80 8,785.16 9,224.43	91,067.34 95,620.72 100,401.60 105,421.94 110,693.18	43.7824 45.9715 48.2700 50.6836 53.2179
4206	GIS Technician	TTSSEA	A E	2,835.37 2,977.14 3,126.01 3,282.31 3,446.41	6,143.30 6,450.47 6,773.02 7,111.67 7,467.22	73,719.62 77,405.64 81,276.26 85,340.06 89,606.66	35.4421 37.2143 39.0751 41.0289 43.0801
2511	Human Resources Analyst I*	CONF	A E	3,121.35 3,277.42 3,441.27 3,613.34 3,794.01	6,762.93 7,101.08 7,456.09 7,828.90 8,220.36	81,155.10 85,212.92 89,473.02 93,946.84 98,644.26	39.0169 40.9678 43.0159 45.1668 47.4251
2512	Human Resources Analyst II*	CONF	A E	3,589.45 3,768.92 3,957.36 4,155.24 4,363.01	7,777.14 8,165.99 8,574.28 9,003.02 9,453.19	93,325.70 97,991.92 102,891.36 108,036.24 113,438.26	44.8681 47.1115 49.4670 51.9405 54.5376
2562	Human Resources Manager*	CONF	A E	4,803.16 5,043.31 5,295.49 5,560.26 5,838.29	10,406.85 10,927.17 11,473.56 12,047.23 12,649.63	124,882.16 131,126.06 137,682.74 144,566.76 151,795.54	60.0395 63.0414 66.1936 69.5033 72.9786

EXHIBIT G

City of Tracy
Master Salary Schedule

Effective 07-01-2021

Class	Unit	Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate	
Code	Position Title	A	2,663.29	5,770.46	69,245.54	33.2911	
4301	Human Resources Technician	B	2,796.46	6,059.00	72,707.96	34.9558	
		C	2,936.28	6,361.94	76,343.28	36.7035	
		D	3,083.10	6,680.05	80,160.60	38.5388	
		E	3,237.25	7,014.04	84,168.50	40.4656	
4204	Information Systems Technician I	TTSEA	A	2,465.55	5,342.03	64,104.30	30.8194
			B	2,588.83	5,609.13	67,309.58	32.3604
			C	2,718.28	5,889.61	70,675.28	33.9785
			D	2,854.19	6,184.08	74,208.94	35.6774
			E	2,996.90	6,493.28	77,919.40	37.4613
4205	Information Systems Technician II	TTSEA	A	2,835.37	6,143.30	73,719.62	35.4421
			B	2,977.14	6,450.47	77,405.64	37.2143
			C	3,126.01	6,773.02	81,276.26	39.0751
			D	3,282.31	7,111.67	85,340.06	41.0289
			E	3,446.41	7,467.22	89,606.66	43.0801
2553	Information Technology Manager*	CONF	A	4,803.16	10,406.85	124,882.16	60.0395
			B	5,043.31	10,927.17	131,126.06	63.0414
			C	5,295.49	11,473.56	137,682.74	66.1936
			D	5,560.26	12,047.23	144,566.76	69.5033
			E	5,838.29	12,649.63	151,795.54	72.9786
3111	Information Technology Specialist*	TMMBU	A	3,402.46	7,372.00	88,463.96	42.5308
			B	3,572.60	7,740.63	92,887.60	44.6575
			C	3,751.22	8,127.64	97,531.72	46.8903
			D	3,938.77	8,534.00	102,408.02	49.2346
			E	4,135.71	8,960.71	107,528.46	51.6964
5413	Instrumentation Technician	TEAMSTERS	A	3,080.01	6,673.36	80,080.26	38.5001
			B	3,234.01	7,007.02	84,084.26	40.4251
			C	3,395.72	7,357.39	88,288.72	42.4465
			D	3,565.49	7,725.23	92,702.74	44.5686
			E	3,743.77	8,111.50	97,338.02	46.7971
9108	Intern-Generalist	LS	A				19.1800
			B				20.1400
			C				21.1500
			D				22.2000
			E				23.3100
5224	Junior Engineer	TEAMSTERS	A	3,049.14	6,606.47	79,277.64	38.1143
			B	3,201.59	6,936.78	83,241.34	40.0199
			C	3,361.66	7,283.60	87,403.16	42.0208
			D	3,529.75	7,647.79	91,773.50	44.1219
			E	3,706.24	8,030.19	96,362.24	46.3280
5423	Laboratory Quality Assurance Officer*	TMMBU	A	2,829.70	6,131.02	73,572.20	35.3713
			B	2,971.20	6,437.60	77,251.20	37.1400
			C	3,119.76	6,759.48	81,113.76	38.9970
			D	3,275.74	70,974.37	851,692.40	40.9468
			E	3,439.53	7,452.32	89,427.78	42.9941

Employees marked with an * (asterisk) are salaried

TPOA Employees are paid semi-monthly

EXHIBIT G

City of Tracy
Master Salary Schedule

Effective 07-01-2021

Class	Code	Position Title	Unit	Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5421	Laboratory Technician I		TEAMSTERS	A	2,395.98	5,191.29	62,295.48	29.9498
				B	2,515.76	5,450.81	65,409.76	31.4470
				C	2,641.57	5,723.40	68,680.82	33.0196
				D	2,773.64	6,009.55	72,114.64	34.6705
				E	2,912.31	6,310.01	75,720.06	36.4039
5422	Laboratory Technician II		TEAMSTERS	A	2,504.04	5,425.42	65,105.04	31.3005
				B	2,629.24	5,696.69	68,360.24	32.8655
				C	2,760.71	5,981.54	71,778.46	34.5089
				D	2,898.74	6,280.60	75,367.24	36.2343
				E	3,043.67	6,594.62	79,135.42	38.0459
3508	Landscape Architect*		TMMBU	A	3,852.85	8,347.84	100,174.10	48.1606
				B	4,045.49	8,765.23	105,182.74	50.5686
				C	4,247.76	9,203.48	110,441.76	53.0970
				D	4,460.15	9,663.66	115,963.90	55.7519
				E	4,683.17	10,146.87	121,762.42	58.5396
4109	Legal Secretary		CONF	A	2,860.68	6,198.14	74,377.68	35.7585
				B	3,003.71	6,508.04	78,096.46	37.5464
				C	3,153.90	6,833.45	82,001.40	39.4238
				D	3,311.60	7,175.13	86,101.60	41.3950
				E	3,477.18	7,533.89	90,406.68	43.4648
9636	Lifeguard		LS	A				14.0000
				B				14.7000
				C				15.4300
				D				16.2100
				E				17.0200
9303	Maintenance Aide		LS	A				15.6800
				B				16.4600
				C				17.2900
				D				18.1500
				E				19.0600
5301	Maintenance Worker I		TEAMSTERS	A	1,786.00	3,869.67	46,436.00	22.3250
				B	1,875.31	4,063.17	48,758.06	23.4414
				C	1,969.07	4,266.32	51,195.82	24.6134
				D	2,067.52	4,479.63	53,755.52	25.8440
				E	2,170.90	4,703.62	56,443.40	27.1363
5303	Maintenance Worker II		TEAMSTERS	A	2,268.56	4,915.21	58,982.56	28.3570
				B	2,381.99	5,160.98	61,931.74	29.7749
				C	2,501.08	5,419.01	65,028.08	31.2635
				D	2,626.13	5,689.95	68,279.38	32.8266
				E	2,757.43	5,974.43	71,693.18	34.4679
3151	Management Analyst I*		TMMBU	A	3,045.81	6,599.26	79,191.06	38.0726
				B	3,198.09	6,929.20	83,150.34	39.9761
				C	3,358.00	7,275.67	87,308.00	41.9750
				D	3,525.89	7,639.43	91,673.14	44.0736
				E	3,702.19	8,021.41	96,256.94	46.2774

EXHIBIT G

City of Tracy
Master Salary Schedule

Effective 07-01-2021

Class	Unit	Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate	
Code	Position Title						
3152	Management Analyst II*	TMMBU	A	3,502.59	7,588.95	91,067.34	
			B	3,677.72	7,968.39	95,620.72	
			C	3,861.60	8,366.80	100,401.60	
			D	4,054.69	8,785.16	105,421.94	
			E	4,257.43	9,224.43	110,693.18	
1101	Mayor*			478.15	1,036.00	12,432.00	
3527	Media Services Supervisor	TMMBU	A	3,007.51	6,516.27	78,195.26	
		Non-Exempt	B	3,157.90	6,842.12	82,105.40	
			C	3,315.79	7,184.21	86,210.54	
			D	3,481.58	7,543.42	90,521.08	
			E	3,655.67	7,920.62	95,047.42	
5531	Meter Reader	TEAMSTERS	A	1,547.54	3,353.00	40,236.04	
			B	1,624.91	3,520.64	42,247.66	
			C	1,706.16	3,696.68	44,360.16	
			D	1,791.46	3,881.50	46,577.96	
			E	1,881.04	4,075.59	48,907.04	
4105	Office Assistant	TTSSEA	A	1,722.68	3,732.47	44,789.68	
			B	1,808.80	3,919.07	47,028.80	
			C	1,899.25	4,115.04	49,380.50	
			D	1,994.22	4,320.81	51,849.72	
			E	2,093.93	4,536.85	54,442.18	
1107	Parks Commissioner			Stipend of \$50.00 per meeting			
3509	Parks Planning & Development Manager*	TMMBU	A	3,852.85	8,347.84	100,174.10	
			B	4,045.49	8,765.23	105,182.74	
			C	4,247.76	9,203.48	110,441.76	
			D	4,460.15	9,663.66	115,963.90	
			E	4,683.17	10,146.87	121,762.42	
3306	Plan Check Engineer*	TMMBU	A	4,690.57	10,162.90	121,954.82	
			B	4,925.10	10,671.05	128,052.60	
			C	5,171.36	11,204.61	134,455.36	
			D	5,429.93	11,764.85	141,178.18	
			E	5,701.43	12,353.10	148,237.18	
5214	Plan Examiner I	TEAMSTERS	A	3,225.31	6,988.17	83,858.06	
			B	3,386.61	7,337.66	88,051.86	
			C	3,555.93	7,704.52	92,454.18	
			D	3,733.71	8,089.71	97,076.46	
			E	3,920.42	8,494.24	101,930.92	
5215	Plan Examiner II	TEAMSTERS	A	3,395.07	7,355.99	88,271.82	
			B	3,564.85	7,723.84	92,686.10	
			C	3,743.08	8,110.01	97,320.08	
			D	3,930.22	8,515.48	102,185.72	
			E	4,126.76	8,941.31	107,295.76	

EXHIBIT G

City of Tracy
Master Salary Schedule

Effective 07-01-2021

Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
1106	Planning Commissioner				Stipend of \$50.00 per meeting			
4506	Planning Technician	TTSSEA	A	2,598.83	5,630.80	67,569.58	32.4854	
			B	2,728.79	5,912.38	70,948.54	34.1099	
			C	2,865.21	6,207.96	74,495.46	35.8151	
			D	3,008.49	6,518.40	78,220.74	37.6061	
			E	3,158.92	6,844.33	82,131.92	39.4865	
6212	Police Captain*	TPMA	A	5,731.63	12,418.54	149,022.38	71.6454	
			B	6,018.22	13,039.48	156,473.72	75.2278	
			C	6,319.12	13,691.43	164,297.12	78.9890	
			D	6,635.08	14,376.01	172,512.08	82.9385	
			E	6,966.86	15,094.87	181,138.36	87.0858	
1513	Police Chief*	DH	Min Max	7,591.04 9,226.99	16,447.26 19,991.81	197,367.07 239,901.77	94.8880 115.3374	
6103	Police Corporal	TPOA	A	4,064.87	8,129.74	97,556.88	46.9005	
			B	4,268.13	8,536.26	102,435.12	49.2458	
			C	4,481.54	8,963.08	107,556.96	51.7081	
			D	4,705.63	9,411.26	112,935.12	54.2936	
			E	4,940.90	9,881.80	118,581.60	57.0082	
9501	Police Intern/Parking Enforcement Officer	LS	A				18.2000	
			B				19.1100	
			C				20.0700	
			D				21.0700	
			E				22.1200	
6211	Police Lieutenant*	TPMA	A	4,960.59	10,747.95	128,975.34	62.0074	
			B	5,208.61	11,285.33	135,423.86	65.1076	
			C	5,469.06	11,849.63	142,195.56	68.3633	
			D	5,742.50	12,442.09	149,305.00	71.7813	
			E	6,029.62	13,064.18	156,770.12	75.3703	
6102	Police Officer	TPOA	A	3,695.34	7,390.68	88,688.16	42.6369	
			B	3,880.11	7,760.22	93,122.64	44.7688	
			C	4,074.12	8,148.24	97,778.88	47.0073	
			D	4,277.85	8,555.70	102,668.40	49.3579	
			E	4,491.73	8,983.46	107,801.52	51.8257	
9517	Police Range Master	LS	A				30.2600	
			B				31.7700	
			C				33.3600	
			D				35.0300	
			E				36.7800	
4103	Police Records Assistant I	TTSSEA	A	2,135.53	4,626.98	55,523.78	26.6941	
			B	2,242.32	4,858.36	58,300.32	28.0290	
			C	2,354.45	5,101.31	61,215.70	29.4306	
			D	2,472.15	5,356.33	64,275.90	30.9019	
			E	2,595.76	5,624.15	67,489.76	32.4470	

EXHIBIT G

City of Tracy
Master Salary Schedule

Effective 07-01-2021

Class Code	Position Title	Unit	Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4104	Police Records Assistant II	TTSSEA	A	2,242.29	4,858.30	58,299.54	28.0286
			B	2,354.43	5,101.27	61,215.18	29.4304
			C	2,472.12	5,356.26	64,275.12	30.9015
			D	2,595.73	5,624.08	67,488.98	32.4466
			E	2,725.52	5,905.29	70,863.52	34.0690
9551	Police Reserve	LS	A				39.3700
6105	Police Sergeant	TPOA	A	4,453.10	8,906.20	106,874.40	51.3799
			B	4,675.78	9,351.56	112,218.72	53.9492
			C	4,909.58	9,819.16	117,829.92	56.6468
			D	5,155.05	10,310.10	123,721.20	59.4791
			E	5,412.81	10,825.62	129,907.44	62.4531
2712	Police Support Operations Manager*	CONF	A	5,436.48	11,779.04	141,348.48	67.9560
			B	5,708.31	12,368.01	148,416.06	71.3539
			C	5,993.71	12,986.37	155,836.46	74.9214
			D	6,293.39	13,635.68	163,628.14	78.6674
			E	6,608.07	14,317.49	171,809.82	82.6009
4701	Police Support Services Technician	TTSSEA	A	2,598.83	5,630.80	67,569.58	32.4854
			B	2,728.79	5,912.38	70,948.54	34.1099
			C	2,865.21	6,207.96	74,495.46	35.8151
			D	3,008.49	6,518.40	78,220.74	37.6061
			E	3,158.92	6,844.33	82,131.92	39.4865
6101	Police Trainee (Non-Sworn)	TPOA	A	3,213.24	6,426.48	77,117.76	37.0744
9638	Pool Manager	LS	A				19.8900
			B				20.8900
			C				21.9300
			D				23.0300
			E				24.1800
9533	Professional Standards Officer	LS	A				50.4400
			B				52.9600
			C				55.6100
			D				58.3900
			E				61.3100
9110	Program Assistant	LS	Min Max				14.0000 24.1000
9231	Project Specialist I	LS	Min Max				14.0000 46.6800
9232	Project Specialist II	LS	Min Max				46.6900 131.5900
5518	Property and Evidence Technician	TEAMSTERS	A	2,303.09	4,990.03	59,880.34	28.7886
			B	2,418.23	5,239.50	62,873.98	30.2279
			C	2,539.16	5,501.51	66,018.16	31.7395
			D	2,666.12	5,776.59	69,319.12	33.3265
			E	2,799.41	6,065.39	72,784.66	34.9926

EXHIBIT G

City of Tracy
Master Salary Schedule

Effective 07-01-2021

Class Code	Position Title	Unit	Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
2585	Public Information Officer*	CONF	A	3,589.45	7,777.14	93,325.70	44.8681
			B	3,768.92	8,165.99	97,991.92	47.1115
			C	3,957.36	8,574.28	102,891.36	49.4670
			D	4,155.24	9,003.02	108,036.24	51.9405
			E	4,363.01	9,453.19	113,438.26	54.5376
5502	Public Safety Dispatcher I	TEAMSTERS	A	2,660.74	5,764.94	69,179.24	33.2593
			B	2,793.76	6,053.15	72,637.76	34.9220
			C	2,933.45	6,355.81	76,269.70	36.6681
			D	3,080.12	6,673.59	80,083.12	38.5015
			E	3,234.15	7,007.33	84,087.90	40.4269
5503	Public Safety Dispatcher II	TEAMSTERS	A	2,919.04	6,324.59	75,895.04	36.4880
			B	3,064.98	6,640.79	79,689.48	38.3123
			C	3,218.24	6,972.85	83,674.24	40.2280
			D	3,379.15	7,321.49	87,857.90	42.2394
			E	3,548.11	7,687.57	92,250.86	44.3514
9512	Public Safety Dispatcher II - Per Diem	LS	A				32.1500
			B				33.7600
			C				35.4400
			D				37.2200
			E				39.0800
3623	Public Safety Dispatch Supervisor*	TMMBU	A	3,248.37	7,038.14	84,457.62	40.6046
			B	3,410.78	7,390.02	88,680.28	42.6348
			C	3,581.33	7,759.55	93,114.58	44.7666
			D	3,760.39	8,147.51	97,770.14	47.0049
			E	3,948.42	8,554.91	102,658.92	49.3553
3401	Public Works Superintendent*	TMMBU	A	4,047.63	8,769.87	105,238.38	50.5954
			B	4,250.02	9,208.38	110,500.52	53.1253
			C	4,462.52	9,668.79	116,025.52	55.7815
			D	4,685.65	10,152.24	121,826.90	58.5706
			E	4,919.92	10,659.83	127,917.92	61.4990
3405	Public Works Supervisor*	TMMBU	A	3,372.56	7,307.21	87,686.56	42.1570
			B	3,541.17	7,672.54	92,070.42	44.2646
			C	3,718.23	8,056.17	96,673.98	46.4779
			D	3,904.14	8,458.97	101,507.64	48.8018
			E	4,099.34	8,881.90	106,582.84	51.2418
3626	Police Records Supervisor*	TMMBU	A	3,060.95	6,632.06	79,584.70	38.2619
			B	3,214.01	6,963.69	83,564.26	40.1751
			C	3,374.70	7,311.85	87,742.20	42.1838
			D	3,543.45	7,677.48	92,129.70	44.2931
			E	3,720.60	8,061.30	96,735.60	46.5075
9631	Recreation Leader I	LS	A				14.0000
			B				14.7000
			C				15.4400
			D				16.2000
			E				17.0200

EXHIBIT G

City of Tracy
Master Salary Schedule

Effective 07-01-2021

Class Code	Position Title	Unit	Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
9632	Recreation Leader II	LS	A B C D E				17.5400 18.4100 19.3300 20.3000 21.3200
9633	Recreation Leader III	LS	A B C D E				19.8900 20.8900 21.9300 23.0300 24.1800
4401	Recreation Program Coordinator	TTSSEA	A B C D E	2,505.31 2,630.59 2,762.11 2,900.21 3,045.22	5,428.17 5,699.61 5,984.57 6,283.79 6,597.98	65,138.06 68,395.34 71,814.86 75,405.46 79,175.72	31.3164 32.8824 34.5264 36.2526 38.0653
3513	Recreation Services Manager*	TMMBU	A B C D E	3,985.11 4,184.38 4,393.59 4,613.28 4,843.94	8,634.41 9,066.16 9,519.45 9,995.44 10,495.20	103,612.86 108,793.88 114,233.34 119,945.28 125,942.44	49.8139 52.3048 54.9199 57.6660 60.5493
3505	Recreation Services Supervisor*	TMMBU	A B C D E	3,622.84 3,803.99 3,994.19 4,193.89 4,403.58	7,849.49 8,241.98 8,654.08 9,086.76 9,541.09	94,193.84 98,903.74 103,848.94 109,041.14 114,493.08	45.2855 47.5499 49.9274 52.4236 55.0448
9626	Recreation Specialized Instructor	LS	Min Max				14.0000 49.6600
4113	Senior Account Clerk	TTSSEA	A B C D E	2,329.23 2,445.69 2,567.98 2,696.39 2,831.19	5,046.67 5,299.00 5,563.96 5,842.18 6,134.25	60,559.98 63,587.94 66,767.48 70,106.14 73,610.94	29.1154 30.5711 32.0998 33.7049 35.3899
3105	Senior Accountant*	TMMBU	A B C D E	3,764.80 3,953.05 4,150.70 4,358.24 4,576.16	8,157.07 8,564.94 8,993.18 9,442.85 9,915.01	97,884.80 102,779.30 107,918.20 113,314.24 118,980.16	47.0600 49.4131 51.8838 54.4780 57.2020
4202	Senior Accounting Technician	TTSSEA	A B C D E	3,020.32 3,171.34 3,329.92 3,496.42 3,671.25	6,544.03 6,871.24 7,214.83 7,575.58 7,954.38	78,528.32 82,454.84 86,577.92 90,906.92 95,452.50	37.7540 39.6418 41.6240 43.7053 45.8906

EXHIBIT G

City of Tracy
Master Salary Schedule

Effective 07-01-2021

Class	Unit	Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
Code	Position Title					
5323	Senior Building Maintenance Worker	TEAMSTERS	A 2,560.67 B 2,688.69 C 2,823.12 D 2,964.29 E 3,112.52	5,548.12 5,825.50 6,116.76 6,422.63 6,743.79	66,577.42 69,905.94 73,401.12 77,071.54 80,925.52	32.0084 33.6086 35.2890 37.0536 38.9065
3304	Senior Civil Engineer*	TMMBU	A 4,690.70 B 4,925.23 C 5,171.50 D 5,430.08 E 5,701.58	10,163.18 10,671.33 11,204.92 11,765.17 12,353.42	121,958.20 128,055.98 134,459.00 141,182.08 148,241.08	58.6338 61.5654 64.6438 67.8760 71.2698
5315	Senior Equipment Mechanic	TEAMSTERS	A 2,675.25 B 2,809.00 C 2,949.46 D 3,096.92 E 3,251.77	5,796.38 6,086.17 6,390.50 6,709.99 7,045.50	69,556.50 73,034.00 76,685.96 80,519.92 84,546.02	33.4406 35.1125 36.8683 38.7115 40.6471
4208	Senior Information Systems Technician	TTSSEA	A 3,118.90 B 3,274.85 C 3,438.60 D 3,610.53 E 3,791.05	6,757.62 7,095.51 7,450.30 7,822.82 8,213.94	81,091.40 85,146.10 89,403.60 93,873.78 98,567.30	38.9863 40.9356 42.9825 45.1316 47.3881
9637	Senior Lifeguard	LS	A B C D E			17.5400 18.4100 19.3300 20.3000 21.3200
5305	Senior Maintenance Worker	TEAMSTERS	A 2,497.45 B 2,622.30 C 2,753.42 D 2,891.10 E 3,035.64	5,411.14 5,681.65 5,965.74 6,264.05 6,577.22	64,933.70 68,179.80 71,588.92 75,168.60 78,926.64	31.2181 32.7788 34.4178 36.1388 37.9455
3203	Senior Planner*	TMMBU	A 4,021.02 B 4,222.07 C 4,433.18 D 4,654.84 E 4,887.58	8,712.21 9,147.82 9,605.22 10,085.49 10,589.76	104,546.52 109,773.82 115,262.68 121,025.84 127,077.08	50.2628 52.7759 55.4148 58.1855 61.0948
4410	Senior Police Records Assistant	TTSSEA	A 2,466.52 B 2,589.87 C 2,719.33 D 2,855.30 E 2,998.07	5,344.13 5,611.39 5,891.88 6,186.48 6,495.82	64,129.52 67,336.62 70,702.58 74,237.80 77,949.82	30.8315 32.3734 33.9916 35.6913 37.4759
5504	Senior Public Safety Dispatcher	TEAMSTERS	A 3,064.98 B 3,218.24 C 3,379.15 D 3,548.11 E 3,725.53	6,640.79 6,972.85 7,321.49 7,687.57 8,071.98	79,689.48 83,674.24 87,857.90 92,250.86 96,863.78	38.3123 40.2280 42.2394 44.3514 46.5691

EXHIBIT G

City of Tracy
Master Salary Schedule

Effective 07-01-2021

Class Code	Position Title	Unit	Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5356	Senior Utilities Worker	TEAMSTERS	A	2,622.79	5,682.71	68,192.54	32.7849
			B	2,753.81	5,966.59	71,599.06	34.4226
			C	2,891.42	6,264.74	75,176.92	36.1428
			D	3,036.44	6,578.95	78,947.44	37.9555
			E	3,187.23	6,905.67	82,867.98	39.8404
3343	Supervising Building Inspector*	TMMBU	A	3,599.96	7,799.91	93,598.96	44.9995
			B	3,779.96	8,189.91	98,278.96	47.2495
			C	3,968.96	8,599.41	103,192.96	49.6120
			D	4,167.41	9,029.39	108,352.66	52.0926
			E	4,375.78	9,480.86	113,770.28	54.6973
3345	Supervising Construction Inspector	TMMBU	A	3,752.51	8,130.44	97,565.26	46.9064
			B	3,940.14	8,536.97	102,443.64	49.2518
			C	4,137.15	8,963.83	107,565.90	51.7144
			D	4,343.99	9,411.98	112,943.74	54.2999
			E	4,561.19	9,882.58	118,590.94	57.0149
3117	System Administrator*	TMMBU	A	3,502.59	7,588.95	91,067.34	43.7824
			B	3,677.72	7,968.39	95,620.72	45.9715
			C	3,861.60	8,366.80	100,401.60	48.2700
			D	4,054.69	8,785.16	105,421.94	50.6836
			E	4,257.43	9,224.43	110,693.18	53.2179
9361	Theatre Technician	LS	A				28.8400
			B				30.2800
			C				31.8000
			D				33.3900
			E				35.0600
4420	Transit Coordinator	TTSSEA	A	2,505.31	5,428.17	65,138.06	31.3164
			B	2,630.59	5,699.61	68,395.34	32.8824
			C	2,762.11	5,984.57	71,814.86	34.5264
			D	2,900.21	6,283.79	75,405.46	36.2526
			E	3,045.22	6,597.98	79,175.72	38.0653
3515	Transit Manager*	TMMBU	A	3,901.95	8,454.23	101,450.70	48.7744
			B	4,097.03	8,876.90	106,522.78	51.2129
			C	4,301.90	9,320.78	111,849.40	53.7738
			D	4,516.98	9,786.79	117,441.48	56.4623
			E	4,742.83	10,276.13	123,313.58	59.2854
1109 Transportation Commissioner		Stipend \$50.00 per meeting					
3424	Utilities Laboratory Superintendent*	TMMBU	A	4,047.63	8,769.87	105,238.38	50.5954
			B	4,250.02	9,208.38	110,500.52	53.1253
			C	4,462.52	9,668.79	116,025.52	55.7815
			D	4,685.65	10,152.24	121,826.90	58.5706
			E	4,919.92	10,659.83	127,917.92	61.4990
3403	Utility Line Maintenance Superintendent*	TMMBU	A	4,124.00	8,935.33	107,224.00	51.5500
			B	4,330.18	9,382.06	112,584.68	54.1273
			C	4,546.70	9,851.18	118,214.20	56.8338
			D	4,774.03	10,343.73	124,124.78	59.6754
			E	5,012.73	10,860.92	130,330.98	62.6591

EXHIBIT G

City of Tracy
Master Salary Schedule

Effective 07-01-2021

Class Code	Position Title	Unit	Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3423	Utility Maintenance Superintendent*	TMMBU	A	4,200.33	9,100.72	109,208.58	52.5041
			B	4,410.34	9,555.74	114,668.84	55.1293
			C	4,630.85	10,033.51	120,402.10	57.8856
			D	4,862.40	10,535.20	126,422.40	60.7800
			E	5,105.51	11,061.94	132,743.26	63.8189
3410	Utility Maintenance Supervisor*	TMMBU	A	3,500.26	7,583.90	91,006.76	43.7533
			B	3,675.28	7,963.11	95,557.28	45.9410
			C	3,859.04	8,361.25	100,335.04	48.2380
			D	4,052.00	8,779.33	105,352.00	50.6500
			E	4,254.60	9,218.30	110,619.60	53.1825
5411	Utility Mechanic I	TEAMSTERS	A	2,805.51	6,078.61	72,943.26	35.0689
			B	2,945.79	6,382.55	76,590.54	36.8224
			C	3,093.07	6,701.65	80,419.82	38.6634
			D	3,247.73	7,036.75	84,440.98	40.5966
			E	3,410.11	7,388.57	88,662.86	42.6264
5412	Utility Mechanic II	TEAMSTERS	A	2,875.63	6,230.53	74,766.38	35.9454
			B	3,019.42	6,542.08	78,504.92	37.7428
			C	3,170.39	6,869.18	82,430.14	39.6299
			D	3,328.90	7,212.62	86,551.40	41.6113
			E	3,495.35	7,573.26	90,879.10	43.6919
5404	Utility Operator	TEAMSTERS	A	3,362.14	7,284.64	87,415.64	42.0268
			B	3,530.21	7,648.79	91,785.46	44.1276
			C	3,706.74	8,031.27	96,375.24	46.3343
			D	3,892.08	8,432.84	101,194.08	48.6510
			E	4,086.68	8,854.47	106,253.68	51.0835
5350	Utilities Worker I	TEAMSTERS	A	1,874.60	4,061.63	48,739.60	23.4325
			B	1,968.54	4,265.17	51,182.04	24.6068
			C	2,066.59	4,477.61	53,731.34	25.8324
			D	2,170.42	4,702.58	56,430.92	27.1303
			E	2,280.01	4,940.02	59,280.26	28.5001
5353	Utilities Worker II	TEAMSTERS	A	2,381.36	5,159.61	61,915.36	29.7670
			B	2,500.84	5,418.49	65,021.84	31.2605
			C	2,625.26	5,688.06	68,256.76	32.8158
			D	2,757.10	5,973.72	71,684.60	34.4638
			E	2,894.71	6,271.87	75,262.46	36.1839
3415	Water Resources and Compliance Manager*	TMMBU	A	3,901.95	8,454.23	101,450.70	48.7744
			B	4,097.03	8,876.90	106,522.78	51.2129
			C	4,301.90	9,320.78	111,849.40	53.7738
			D	4,516.98	9,786.79	117,441.48	56.4623
			E	4,742.83	10,276.13	123,313.58	59.2854

EXHIBIT G

City of Tracy
Master Salary Schedule

Effective 07-01-2021

Class Code	Position Title	Unit	Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5405	Wastewater Treatment Plant Operator I	TEAMSTERS	A	2,658.93	5,761.02	69,132.18	33.2366
			B	2,791.86	6,049.03	72,588.36	34.8983
			C	2,931.46	6,351.50	76,217.96	36.6433
			D	3,078.04	6,669.09	80,029.04	38.4755
			E	3,231.95	7,002.56	84,030.70	40.3994
5406	Wastewater Treatment Plant Operator II	TEAMSTERS	A	2,798.88	6,064.24	72,770.88	34.9860
			B	2,938.80	6,367.40	76,408.80	36.7350
			C	3,085.75	6,685.79	80,229.50	38.5719
			D	3,240.05	7,020.11	84,241.30	40.5006
			E	3,402.06	7,371.13	88,453.56	42.5258
5407	Wastewater Treatment Plant Operator III	TEAMSTERS	A	2,946.19	6,383.41	76,600.94	36.8274
			B	3,093.47	6,702.52	80,430.22	38.6684
			C	3,248.16	7,037.68	84,452.16	40.6020
			D	3,410.58	7,389.59	88,675.08	42.6323
			E	3,581.11	7,759.07	93,108.86	44.7639
3422	Wastewater Operations Superintendent*	TMMBU	A	4,200.33	9,100.72	109,208.58	52.5041
			B	4,410.34	9,555.74	114,668.84	55.1293
			C	4,630.85	10,033.51	120,402.10	57.8856
			D	4,862.40	10,535.20	126,422.40	60.7800
			E	5,105.51	11,061.94	132,743.26	63.8189
9351	Water Patrol Aide	LS	A				16.5200
			B				17.3500
			C				18.2100
			D				19.1200
			E				20.0800
3421	Water Operations Superintendent*	TMMBU	A	4,124.00	8,935.33	107,224.00	51.5500
			B	4,330.18	9,382.06	112,584.68	54.1273
			C	4,546.70	9,851.18	118,214.20	56.8338
			D	4,774.03	10,343.73	124,124.78	59.6754
			E	5,012.73	10,860.92	130,330.98	62.6591
5401	Water Treatment Plant Operator I	TEAMSTERS	A	2,832.88	6,137.91	73,654.88	35.4110
			B	2,974.53	6,444.82	77,337.78	37.1816
			C	3,123.26	6,767.06	81,204.76	39.0408
			D	3,279.42	7,105.41	85,264.92	40.9928
			E	3,443.38	7,460.66	89,527.88	43.0423
5402	Water Treatment Plant Operator II	TEAMSTERS	A	2,981.98	6,460.96	77,531.48	37.2748
			B	3,131.09	6,784.03	81,408.34	39.1386
			C	3,287.65	7,123.24	85,478.90	41.0956
			D	3,452.02	7,479.38	89,752.52	43.1503
			E	3,624.62	7,853.34	94,240.12	45.3078
5403	Water Treatment Plant Operator III	TEAMSTERS	A	3,138.93	6,801.02	81,612.18	39.2366
			B	3,295.88	7,141.07	85,692.88	41.1985
			C	3,460.68	7,498.14	89,977.68	43.2585
			D	3,633.71	7,873.04	94,476.46	45.4214
			E	3,815.39	8,266.68	99,200.14	47.6924

Employees marked with an * (asterisk) are salaried

TPOA Employees are paid semi-monthly

RESOLUTION 2021- ____

APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF TRACY
AND THE TRACY POLICE OFFICERS ASSOCIATION (TPOA), AUTHORIZING THE CITY
MANAGER TO INCREASE APPROPRIATIONS AND AUTHORIZING AN AMENDMENT OF
THE CITY MASTER SALARY SCHEDULE

WHEREAS, The Memorandum of Understanding (MOU) between the City of Tracy and the Tracy Police Officers Association (TPOA) expired on June 30, 2021, and

WHEREAS, Representatives from the City and the Tracy Police Officers Association (TPOA) have met and conferred in good faith to negotiate a new MOU, and

WHEREAS, Agreement has been reached on a new MOU covering the period of July 1, 2021 through June 30, 2023, and

WHEREAS, The American Rescue Plan Act (ARPA), Fiscal Recovery Funds Congress provided to State, local and Tribal governments can be used to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to essential workers in recognition of their sacrifices over the last year, and

WHEREAS, All parties agreed to the newly negotiated MOU covering the period of July 1, 2021 to June 30, 2023;

NOW, THEREFORE, BE IT RESOLVED, That City Council and the City of Tracy hereby approves a new Memorandum of Understanding between the City of Tracy and the Tracy Police Officers Association for the period of July 1, 2021 through June 30, 2023.

BE IT FURTHER RESOLVED THAT, the City Council authorizes the City Manager or their designee(s) to take the necessary administrative steps to increase appropriations and implement the provisions of the MOU and actions approved by this Resolution, including amending the City's Master Salary Schedule to reflect the terms of the new MOU.

The foregoing Resolution 2021- ____ was adopted by the Tracy City Council on the 20th day of July, 2021 by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

MAYOR

ATTEST:

CITY CLERK

RESOLUTION 2021- _____

APPROVING A NEW MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF TRACY AND THE TRACY MID-MANAGERS BARGAINING UNIT (TMMBU), AUTHORIZE THE CITY MANAGER TO INCREASE APPROPRIATIONS, AND AUTHORIZING AN AMENDMENT OF THE CITY MASTER SALARY SCHEDULE

WHEREAS, The Memorandum of Understanding (MOU) between the City of Tracy and the Tracy Mid-Managers Bargaining Unit (TMMBU) expired on June 30, 2021, and

WHEREAS, Representatives from the City and the Tracy Mid-Managers Bargaining Unit (TMMBU) have met and conferred in good faith to negotiate a new MOU, and

WHEREAS, Agreement has been reached on a new MOU covering the period of July 1, 2021 through June 30, 2023, and

WHEREAS, The American Rescue Plan Act (ARPA), Fiscal Recovery Funds Congress provided to State, local and Tribal governments can be used to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to essential workers in recognition of their sacrifices over the last year, and

WHEREAS, All parties agreed to the newly negotiated MOU covering the period of July 1, 2021 to June 30, 2023;

NOW, THEREFORE, BE IT RESOLVED, That City Council of the City of Tracy hereby approves a new Memorandum of Understanding between the City of Tracy and the Tracy Mid-Managers Bargaining Unit, authorizes the City Manager to increase appropriations, and authorizing an amendment of the City Master Salary Schedule.

BE IT FURTHER RESOLVED THAT, the City Council authorizes the City Manager or their designee(s) to take the necessary administrative steps to increase appropriations and implement the provisions of the MOU and actions approved by this Resolution, including amending the City's Master Salary Schedule to reflect the terms of the new MOU.

* * * * *

The foregoing Resolution 2021- _____ was adopted by the Tracy City Council on the 20th day of July, 2021 by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

MAYOR

ATTEST:

CITY CLERK

RESOLUTION 2021- ____

APPROVING A NEW MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF TRACY AND THE TRACY TECHNICAL AND SUPPORT SERVICES EMPLOYEE ASSOCIATION (TTSSEA), AUTHORIZE THE CITY MANAGER TO INCREASE APPROPRIATIONS AND AUTHORIZING AN AMENDMENT OF THE CITY MASTER SALARY SCHEDULE

WHEREAS, Representatives from the City and the Tracy Technical and Support Services Employee Association (TTSSEA) have met and conferred in good faith to negotiate a new MOU, and

WHEREAS, Agreement has been reached on a new MOU covering the period of July 1, 2021 through June 30, 2023, and

WHEREAS, The American Rescue Plan Act (ARPA), Fiscal Recovery Funds Congress provided to State, local and Tribal governments can be used to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to essential workers in recognition of their sacrifices over the last year, and

WHEREAS, All parties agreed to the newly negotiated MOU covering the period of July 1, 2021 to June 30, 2023;

NOW, THEREFORE, BE IT RESOLVED, That City Council of the City of Tracy hereby approves a new Memorandum of Understanding between the City of Tracy and the Tracy Technical and Support Services Employee Association, authorizes the City Manager to increase appropriations, and authorizing an amendment of the City Master Salary Schedule.

BE IT FURTHER RESOLVED THAT, the City Council authorizes the City Manager or their designee(s) to take the necessary administrative steps to increase appropriations and implement the provisions of the MOU and actions approved by this Resolution, including amending the City's Master Salary Schedule to reflect the terms of the new MOU.

* * * * *

The foregoing Resolution 2021- ____ was adopted by the Tracy City Council on the 20th day of July, 2021 by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

MAYOR

ATTEST:

CITY CLERK

RESOLUTION 2021- _____

APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF TRACY
AND THE GENERAL TEAMSTERS LOCAL NO. 439, IBT, AUTHORIZING THE CITY
MANAGER TO INCREASE APPROPRIATIONS AND AUTHORIZING AN AMENDMENT OF
THE CITY MASTER SALARY SCHEDULE

WHEREAS, The Memorandum of Understanding (MOU) between the City of Tracy and the General Teamsters Local No. 439, IBT (Teamsters) expired on June 30, 2021, and

WHEREAS, Representatives from the City and the Teamsters have met and conferred in good faith to negotiate a new MOU, and

WHEREAS, Agreement has been reached on a new MOU covering the period of July 1, 2021 through June 30, 2023, and

WHEREAS, The American Rescue Plan Act (ARPA), Fiscal Recovery Funds Congress provided to State, local and Tribal governments can be used to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to essential workers in recognition of their sacrifices over the last year, and

WHEREAS, All parties agreed to the newly negotiated MOU covering the period of July 1, 2021 to June 30, 2023;

NOW, THEREFORE, BE IT RESOLVED, That City Council of the City of Tracy hereby approves a new Memorandum of Understanding between the City of Tracy and the General Teamsters Local No. 439, IBT for the period of July 1, 2021 through June 30, 2023.

BE IT FURTHER RESOLVED THAT, the City Council authorizes the City Manager or their designee(s) to take the necessary administrative steps to increase appropriations and implement the provisions of the MOU and actions approved by this Resolution, including amending the City's Master Salary Schedule to reflect the terms of the new MOU.

The foregoing Resolution 2021- _____ was adopted by the Tracy City Council on the 20th day of July, 2021 by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

MAYOR

ATTEST:

CITY CLERK

RESOLUTION 2021- ____

APPROVING THE COMPENSATION AND BENEFITS PLAN FOR CONFIDENTIAL
EMPLOYEES UNIT, AUTHORIZING THE CITY MANAGER TO INCREASE
APPROPRIATIONS AND AUTHORIZING AN AMENDMENT OF THE CITY MASTER SALARY
SCHEDULE

WHEREAS, The Compensation and Benefits Plan for Confidential Employees Unit (CEU) expired on June 30, 2021, and

WHEREAS, The City has negotiated new agreements with its represented employees and desires to approve a new Compensation and Benefits Plan with Confidential Employees Unit that ensures consistency in salary increases for the period of July 1, 2021 through June 30, 2023;

NOW, THEREFORE, BE IT RESOLVED, That City Council of the City of Tracy hereby approves a new Compensation and Benefits Plan for Confidential Employees Unit, authorizes the City Manager to increase appropriations and authorizes an amendment of the City Master Salary Schedule to reflect the terms of the new Compensation and Benefits Plan.

BE IT FURTHER RESOLVED THAT, the City Council authorizes the City Manager or their designee(s) to take the necessary administrative steps to increase appropriations and implement the provisions of the Compensation and Benefits Plan and actions approved by this Resolution.

* * * * *

The foregoing Resolution 2021- ____ was adopted by the Tracy City Council on the 20th day of July, 2021 by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

MAYOR

ATTEST:

CITY CLERK

RESOLUTION 2021- ____

APPROVING THE COMPENSATION AND BENEFITS PLAN FOR DEPARTMENT HEADS,
AUTHORIZING THE CITY MANAGER TO INCREASE APPROPRIATIONS AND
AUTHORIZING AN AMENDMENT OF THE CITY MASTER SALARY SCHEDULE

WHEREAS, The Compensation and Benefits Plan for Department Heads expired on June 30, 2021, and

WHEREAS, The City has negotiated new agreements with its represented employees and desires to approve a new Compensation and Benefits Plan with Department Heads that ensures consistency in salary increases for the period of July 1, 2021 through June 30, 2023;

NOW, THEREFORE, BE IT RESOLVED, That City Council of the City of Tracy hereby approves a new Compensation and Benefits Plan for Department Heads, authorizes the City Manager to increase appropriations and authorizes an amendment of the City Master Salary Schedule to reflect the terms of the new Compensation and Benefits Plan.

BE IT FURTHER RESOLVED THAT, the City Council authorizes the City Manager or their designee(s) to take the necessary administrative steps to increase appropriations and implement the provisions of the Compensation and Benefits Plan and actions approved by this Resolution.

* * * * *

The foregoing Resolution 2021- ____ was adopted by the Tracy City Council on the 20th day of July, 2021 by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

MAYOR

ATTEST:

CITY CLERK

July 20, 2021

AGENDA ITEM 3.A

REQUEST

APPROVE REVISIONS TO TRACER BUS SERVICE EFFECTIVE AUGUST 1, 2021

EXECUTIVE SUMMARY

The City of Tracy's Short Range Transit Plan (SRTP) outlines plans for annual service revisions to improve the public transit offerings for the City of Tracy. As outlined in the SRTP, these revisions are to be brought back to the City Council for approval prior to implementation. The SRTP was approved prior to COVID-19, which has had an effect on public transit. The effects of COVID-19 have created a need to make changes to the bus system different than originally outlined. These changes are minor, resulting in decreases in some areas and increases in others, yet they will overall provide increased opportunities for those who rely on public transit as their means of transportation. These changes, if approved will take place effective August 1, 2021.

DISCUSSION

The City of Tracy's Short Range Transit Plan (SRTP) outlines improvements to the City's public transit system over the next 5-10 years. Beginning in FY 20/21, the plan called for an on-demand service pilot program. The on-demand service, which is referred to as TracerPLUS, is a shared ride, curb-to-curb service that can be used to travel anywhere within the City of Tracy. This new type of service only operates during times which the Tracer Fixed Route service is not available, in an effort to provide additional service at times when demand was lower. The program began at the end of August 2020 and had an initial fare set at \$2 for up to two (2) passengers. Due to current conditions as a result of COVID-19, this pilot program was only implemented during the weekends with availability during the following times:

- Sunday: 8am – 10pm
- Saturday: 5am – 9am; 6pm – 12am

During this pilot phase, there has been a steady increase in its use, particularly on Sundays. Between the program start and the end of March 2021, there were just under 1,000 trips provided, with just over 70% of them occurring on Sundays and just under 30% occurring during the available times on Saturdays. Additionally, while for the fare of \$2, up to two (2) passengers can ride together, the majority of the rides are still being taken as a single rider.

Given the loosening of restrictions around COVID-19, staff is recommending that the TracerPLUS pilot program continue for another year with the following adjustments:

- **Sunday hours remain the same**
 - There has been a steady increase in the ridership on Sundays and staff feels there is no need to make any adjustments at this time.

- **Reduce Saturday hours**
 - **New schedule: 6am – 9am; 6pm – 11pm**
 - Upon reviewing the data, there have been very few rides requested during the 5am hour and the 11pm hour on Saturdays. Staff recommends reallocating those hours towards the weekday service in order to eliminate non-productive time frames. This also allows us to remain available for dining and retail hours, given the local economy is now reopening.
- **Add Weekday service**
 - **M-F: 4am – 7am, 8pm – 10pm (11pm on Fri)**
 - By adding weekday service, TracerPLUS can accommodate those traveling to and from work. Starting at 4am will allow the ability to provide service to the ACE trains that travel to the bay area.
- **Eliminate 5am and 6am G Route loops**
 - These loops will be replaced by the more efficient model of using the weekday TracerPLUS on-demand service. These loops were designed to meet the needs of those trying to connect with the ACE train, however, these loops are not efficient and required the passenger to sit through the majority of the loop before arriving at their destination. Using TracerPLUS instead will allow the passenger a more direct and timely way to connect with ACE.
- **Increase the fare to \$4 for regular passengers and \$3 for ADA/Senior passengers**
 - TracerPLUS is a premium service that provides direct curb-to-curb service for the general public. The initial fare offering of \$2 one-way for anywhere within the City limits was intentionally set low as a promotion to encourage ridership on this new service. A comparable service, RTD's VanGo, costs \$4 per person for the first 5 miles and \$0.50 per mile after. This service is designed to be an alternative to running the fixed route and as such should have a comparable fare for the type of service. By increasing the fare to \$4 for regular passengers and \$3 for ADA/Seniors, the service will still be competitive and at the same time allow for a discount to the ADA/Senior population. This new fare would also allow for up to 3 passengers to ride for that price, allowing for companions to ride, and therefore lowering the cost per person riding. The fare will also allow for free transfers to the Tracer Fixed Route. By allowing multiple people on one trip for a single rate, it will encourage group ridership and therefore keep the price per person rate comparable to what the fixed route currently costs to ride.

The City of Tracy's Transportation Advisory Commission has reviewed the recommended service adjustments to the on-demand service pilot program and voted to recommend that the Council approve them as outlined at their April 8, 2021 regular meeting and at their June 17, 2021 special meeting.

STRATEGIC PLAN

This agenda item is a routine operational item and does not relate to the Council's Strategic Plans.

FISCAL IMPACT

Funding to operate the Tracer Bus System comes out of the Transit Fund and is paid through a combination of Federal and State grants, which are incorporated into the annual budget adopted by City Council. Costs for this program are included in the current contract with MTM and are also included as part of the FY21/22 budget.

RECOMMENDATION

That City Council approve, by resolution, revisions to the Tracer bus service effective August 1, 2021.

Prepared by: Ed Lovell, Transit Manager

Reviewed by: Brian MacDonald, Parks & Recreation Director
Karin Schnaider, Finance Director
Midori Lichtwardt, Assistant City Manager

Approved by: Jenny Haruyama, City Manager

RESOLUTION 2021-_____

APPROVING THE TRACER BUS SERVICE REVISIONS EFFECTIVE AUGUST 1, 2021

WHEREAS, The City of Tracy's Short Range Transit Plan calls for the City Council to review major changes of the bus service prior implementation, and

WHEREAS, The Transportation Advisory Commission has reviewed the recommended adjustments for the Tracer bus service, including the TracerPLUS on-demand service pilot program as outlined in the accompanying staff report, and recommended that the City Council approve them, and

WHEREAS, The costs to continue to implement the pilot program as outlined have been included in the FY21/22 budget approved by the City Council;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby approves the Tracer bus service revisions effective August 1, 2021, as outlined in the accompanying staff report.

* * * * *

The foregoing Resolution 2021-_____ was adopted by the Tracy City Council on the 20th day of July, 2021, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 3.B

REQUEST

**INCREASE COMPENSATION FOR ELECTED CITY TREASURER AND RESCIND
RESOLUTION NO. 2019-003**

EXECUTIVE SUMMARY

A review of the compensation for the City Treasurer was recently completed and an increase is recommended. State law requires that the City Treasurer's salary be fixed by ordinance or resolution. The City Treasurer is an elected position and the current Treasurer has served in this role since 1995.

DISCUSSION

Government Code Section 36517 directs that compensation for the City Treasurer be determined by ordinance or resolution. The City of Tracy has historically set the City Treasurer's compensation via resolution.

The City Treasurer is an elected official who serves a four-year term(s). The current Treasurer has served in this role since 1995. In 1998, the Treasurer's salary was set at \$800 per month per Resolution No. 1998-186. The position has received one salary increase since 1998. In 2018, the salary was increased by \$150 per month, totaling \$950 per month plus the option for City-paid health insurance premiums, the latter benefit codified in Resolution 2003-391 (Attachment A).

For context, the compensation of City Council Members, including the position of Mayor is governed by Government Code section 36516(a)(3) and is based on a city's population with the option to be adjusted up to a maximum of 5% for each calendar year from the last adjustment. In December 2019, Council and Mayor salaries were reviewed for the first time in a twelve year span. Using the adjustment option, City Council and Mayor salaries were increased from \$585 and \$685 to \$936 and \$1,096, respectively. Council policies have been adjusted to review Council and Mayor salaries every two years.

A review of the salaries of Treasurers from some of Tracy's nearby cities finds that structure and compensation range widely. The duties and size of portfolios managed also vary greatly. The range and complexity of the Treasurer's responsibilities in Tracy could merit significantly more than other cities. Tracy's portfolio is in excess of \$300M and is actively managed by the elected City Treasurer. To complete this task, the City Treasurer provides frequent oversight of the City's daily cash balances to meet certain cash flow and investment needs.

Upon review of Treasurer's salary, it is recommended that Council consider a monthly increase in the amount of \$125, to bring the monthly total to \$1,075. Health insurance will continue to be made available consistent with Resolution No. 2003-391. Additionally, it is recommended that Council consider reviewing the Treasurer's compensation every two years in the same cycle as Council compensation review is set to occur.

FISCAL IMPACT

The increase to the General Fund is \$1,500 per year. There are sufficient funds for this request.

STRATEGIC PLAN

This is a routine operational item and does not relate to any of the Council's strategic plans.

RECOMMENDATION:

That the City Council approve, by resolution, an increase to the monthly salary of the City Treasurer from \$950 to \$1,075, effective August 1, 2021.

Prepared and Reviewed by: Midori Lichtwardt, Assistant City Manager

Approved by: Jenny Haruyama, City Manager

ATTACHMENTS:

A - Resolution 2003-391 City Paid Health Insurance for City Treasurer

RESOLUTION 2003-391

A RESOLUTION TO PROVIDE CITY PAID HEALTH INSURANCE FOR CITY TREASURER,
CITY CLERK AND CITY COUNCIL

WHEREAS, At the October 7, 2003 City Council meeting, the possibility of providing health insurance to the elected positions of the City was discussed and

WHEREAS, Several Council members indicated that if such health insurance was offered, that it should be restricted to those officials not already covered by an employer paid plan, and

WHEREAS, With a resolution to offer City paid health insurance to the City's elected officials, it would be applicable to the City Treasurer and City Clerk upon adoption, and would take effect for the Mayor and Council until after the next general election, and

WHEREAS, There would be no cash value to an elected official should they not require or be eligible for City insurance, and

WHEREAS, The elected official would not be eligible for city-paid health benefit if the official or the official's spouse has employer-paid health insurance, and

WHEREAS, The elected official shall sign an acknowledgement of eligibility before being provided City-paid health benefits, and

WHEREAS, The monthly amount would be capped at the level specified by the resolution covering department heads, and the official can use this amount toward the procurement of health, dental and/or vision insurance through the City's health benefit plan.

NOW, THEREFORE, BE IT RESOLVED, That City Council provide for City paid health insurance for the City's elected officials subject to the limitations set forth above.

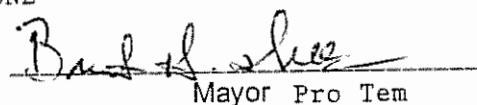
The foregoing Resolution 2003-391 was passed and adopted by the Tracy City Council on the 21st day of October, 2003, by the following vote:

AYES: COUNCIL MEMBERS: HUFFMAN, TOLBERT, TUCKER

NOES: COUNCIL MEMBERS: IVES

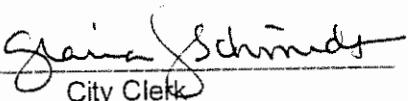
ABSENT: COUNCIL MEMBERS: BILBREY

ABSTAIN: COUNCIL MEMBERS: NONE



Mayor Pro Tem

ATTEST:



Gina Schmidt
City Clerk

RESOLUTION 2021-____

APPROVING AN INCREASE IN COMPENSATION TO BE PAID
TO THE CITY TREASURER AND RESCINDING RESOLUTION
NO. 2019-003

WHEREAS, Government Code Section 36517 directs that the compensation for the City Treasurer be determined by ordinance or resolution, and

WHEREAS, Resolution No. 2019-003 fixed the salary of the City Treasurer at \$950 per month, and

WHEREAS, An adjustment in salary is recommended;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Tracy hereby:

1. Approves a salary in an amount not to exceed \$1,075 per month for the City Treasurer, effective August 1, 2021; and
2. Finds that the City Treasurer is eligible for City-paid health benefits in accordance with Resolution No. 2003-391; and
3. Rescinds Resolution No. 2019-003.

The foregoing Resolution 2021-____ was adopted by the Tracy City Council on the 20th day of July 2021, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

July 20, 2021

AGENDA ITEM 3.C

REQUEST

ADOPT A POLICY ESTABLISHING RULES AND PROCEDURES FOR ACCEPTING DONATIONS AND GIFTS FROM THE PUBLIC

EXECUTIVE SUMMARY

Staff requests that Council adopt a policy regarding donations and gifts from the public (Attachment A) that establishes clear guidelines regarding the acceptance of donations to the City because the City currently does not have any local policies or regulations on this issue.

DISCUSSION

At the onset of the COVID-19 pandemic, community members and stakeholders expressed an interest in donating essential supplies and services to the City. These offers of donations brought to light the need for the City to develop clear and transparent guidelines under which City officials may accept such donations.

The City currently has an approved Gift Policy, which provides guidance to employees regarding the acceptance of gifts and is consistent with state conflict of interest laws. (Attachment B). The Gift Policy provides procedures for the acceptance and distribution of items such as edible gifts of nominal value. Similarly, staff is recommending Council adopt a policy to ensure that donations can be accepted, processed and accounted for in a transparent manner and consistent with the City's commitment to treating all individuals and entities with whom it conducts business fairly and impartially. Policy implementation will be the responsibility of the City Manager or designee.

Key requirement of the policy include:

- Only individuals authorized by this Policy may accept donations on behalf of the City.
- Donations must be consistent with City policies and not conflict with state or federal law.
- Donation will not add to the City's workload unless it provides a net benefit to the City.
- Donation will not impose future costs such as starting an on-going program.
- Donor restrictions must be consistent with City goals and policies and may not include any requirement that a specific individual employee benefit from the donation.
- City will not accept donations of any weapon, hazardous material items (excluding program where the City accepts such items for disposal).
- City will not accept donations of tobacco, cannabis, or alcohol products of any kind.
 - Donations may not be accepted from any individual or entity that has an application for any discretionary approval pending with the City.
 - Donations will not be accepted from any individual or entity that could benefit in any way from a pending and/or upcoming Council policy decision.

- Donations of marketing goods (e.g. hats, t-shirts, etc) will not be accepted, unless they are made available to the overall general staff of the City or given Department.

The policy shall apply to any donation offered or given to the City, with exceptions for gift or sponsorship of a City event or program that is made in exchange for any type of public acknowledgment or recognition. The policy will also not apply to any gift, donation or financial or in-kind contribution made in accordance with an agreement (e.g. MOU, development agreement, community benefit agreement, etc.) with the City. Additional exclusions are detailed in the proposed policy.

The policy outlines requirements for accepting and acknowledging donations, which City officials/employees may accept donations on behalf of the City and the dollar threshold of each category.

STRATEGIC PLAN

This item is a routine operational item and does not relate to any of the Council's strategic plans.

FISCAL IMPACT

There is no fiscal impact associated with adopting this policy.

RECOMMENDATION

That Council, by resolution, adopt a policy establishing rules and procedures for accepting donations and gifts from the public as described in Attachment A.

Prepared by: Midori Lichtwardt, Assistant City Manager

Reviewed by: Karin Schnaider, Finance Director

Approved by: Jenny Haruyama, City Manager

ATTACHMENT

- A. Draft Donation Policy
- B. Gift Policy
- C. Tickets and Passes Policy

CITY OF TRACY
ADMINISTRATIVE POLICY AND PROCEDURE MANUAL

SUBJECT: : DONATIONS – *Policy & Procedure*

DATE ISSUED: : July 20, 2021

SECTION: : D

SECTION 1: **PURPOSE**

The purpose of this policy is to establish rules and procedures for the acceptance of gifts and donations (“Donations”) to the City of Tracy (“City”), as authorized by Government Code section 37354. This policy is necessary to ensure that Donations can be accepted, processed and accounted for in a transparent manner and consistent with the City’s commitment to treating all individuals and entities with whom it conducts business fairly and impartially. Implementation of this policy is the responsibility of the City Manager or designee. This Policy is separate and apart from the City’s Ticket Policy and Gift Policy and Procedure (See Section 3).

SECTION 2: **OVERVIEW**

All Donations received by the City must be reported and reviewed carefully for consistency with the City’s policies, including policies and procedures for accepting cash and other inventory. Only individuals authorized by this Policy may accept Donations on behalf of the City. Before accepting a Donation, the authorized individual must review the Donation and determine that it satisfies all of the following requirements:

1. The Donation must be consistent with the City’s policies, including any applicable ordinances or resolutions.
2. The Donation must not conflict with any provision of the state or federal law. Any questions regarding whether a Donation conflicts with state or federal law should be directed to the City Attorney’s Office.
3. The Donation will not add to the City’s workload unless it provides a net benefit to the City.
4. The Donation will not impose future/new costs such as starting an on-going program or additional staff responsibilities.
5. Any restrictions placed on the Donation by the donor are consistent with City’s goals and policies. Donor restrictions may not include any requirement that any specific individual employee benefit from the Donation.

6. The City will not accept Donations of any weapons, hazardous materials or dangerous items (excluding programs where the City accepts such items for the purpose of disposal).
7. Donations of tobacco, cannabis, or alcohol products of any kind are prohibited. Donations may not be accepted from any individual or entity that has an application for any discretionary approval pending with the City. Additionally, donations may not be accepted from any individual or entity that could benefit in any way from a pending and/or upcoming Council policy decision.
8. Donations of marketing goods (e.g. hats, t-shirts, etc.) may not be accepted from vendors, consultants or service providers unless they are made available to the overall general staff of the City or given department.

SECTION 3:

APPLICABILITY OF THIS POLICY

This policy shall apply to any Donation offered or given to the City, including Donations from community groups that support various City operations or events. This policy does not apply to any gift or sponsorship of a City event or program that is made in exchange for any type of public acknowledgement or recognition, except for acknowledgment as provided for herein. This policy also does not apply to any gift, donation or financial or in-kind contribution made in accordance with an agreement (e.g. MOU, development agreement, community benefit agreement, etc.) with the City. Additionally, this policy does not apply to tickets or passes given to the City and distributed in accordance with the City's Ticket and Pass policy adopted by Resolution No. 2018-041 (Appendix A). Finally, this policy does not apply to gifts made to individual employees or officials of the City, which are governed by the City's Gift Policy and Procedure (Appendix B), as may be amended from time to time, as well as the Political Reform Act and regulations of the Fair Political Practices Commission ("FPPC"). Donations made to officials directly or for which the donor designates by name, class, or other title the official who may use the Donation are not Donations to the City, but rather individual gifts that may be required to be reported on FPPC Form 700.

SECTION 4:

PROCEDURES FOR ACCEPTING AND ACKNOWLEDGING DONATIONS

A. Authorized Individuals

Only the individuals identified herein are authorized to accept Donations on behalf of the City. The estimated value of a Donation is based on the donor's estimate. The City will not independently assign a value to the donation unless it is cash.

1. City Council
 - a. Donations of \$5,000 or more may be accepted, via resolution, by the City Council.
 - b. Any donation that does not comply with the requirements of this Policy, regardless of value, may only be accepted by the City Council.
2. City Manager
 - a. Donations of between \$1,000 - \$4,999 may be accepted by the City Manager.
 - b. Notwithstanding any other limitation contained in this Policy, the City Manager may accept any Donation to the City when the City Manager deems it necessary for the health and safety of City employees, City property, or the public.
 - c. The City Manager, at their sole discretion, may decline a Donation when doing so is deemed necessary for the health and safety of City employees, City property, or the public
 - d. The City Manager shall notify the City Council of a Donation at the next practicable City Council meeting or in writing as soon as possible.
3. Department Head
 - a. Donations of less than \$1,000 may be accepted by a Department Head
 - b. The Department Head shall notify the City Manager of a Donation as soon as possible, but in no event later than one (1) business day after receipt.
 - c. Any Donation that includes an ongoing obligation by the City, regardless of the value of the donation, must be approved by the City Manager.

B. Cash Donations

The following additional requirements apply to cash Donations, or the Donation of any cash equivalent:

1. The Donation shall be recorded in the appropriate revenue fund. The daily cash receipts should also indicate the account number used and the last name of the donor as a reference. All such funds shall remain earmarked within that specific fund for use only for the intended purpose and carried over within the budget until such time as it is expended. The Finance Director or designee may take any other necessary steps to properly document the donation.
2. For small Donations that include restrictions and/or obligations accepted by the City, the money should be used as soon as reasonably possible toward the specific category indicated by the donor.
3. A budget amendment is required for budget appropriation of any portion of Donation funds.

C. Acknowledgment of Donations

If requested by the donor, an acknowledgment letter on behalf of the City for any gift valued less than \$1,000 may be provided by a Department Head, and by the City Manager for any gift valued \$1,000

or more. The letter should clearly identify the nature of the Donation. Except for Donations of cash or cash equivalents, where the donor amount is apparent, no dollar amount should be stated in the letter. Instead, the letter should contain the following paragraph: “Your donations may be tax deductible. To determine the amount you may properly deduct for tax purposes, you should consult your tax preparer or tax attorney.” The City will not provide any tax services or documentation to donors.

D. Records

A record of cash Donations shall be made in accordance with Section B above and any other applicable policies of the Finance Department. A record of any non-cash donation valued by the donor at over five hundred dollars (\$1,000) shall be created by the City Manager, or designee, and kept on file with the City Clerk. In addition, the City Manager, or designee, shall complete and submit to the FPPC a Form 801 for qualifying Donations when required by FPPC Regulations Sections 18944 and 18950.1. Examples of such qualifying Donations include the payment of travel expenses by third parties for official City business. Consult the City Attorney’s Office to determine whether or not a Form 801 is required.

E. Declined Donations

The City reserves the right to decline any donation, if upon review and in the sole discretion of the City, acceptance of the donation is determined not to be in the best interests of the City.

CITY OF TRACY
ADMINISTRATIVE POLICY AND PROCEDURE MANUAL

SUBJECT: : Gift Policy and Procedure
DATE ISSUED: : May 12, 2014
SECTION: : G
REFERENCE: : California Code of Regulations, Section 82028;
FPPC Regulation 18946; Political Reform Act 1974

SECTION 1: POLICY

It is the policy of the City of Tracy that all employees demonstrate the organization's commitment to treating all people and organizations, with whom we come into contact or conduct business, impartially. In an effort to ensure that no one can claim that a decision or organizational goal was influenced by the receipt of a gift, employees shall follow this gift policy. Employees may not solicit, accept, or seek a gift, gratuity, or favor from any person, organization, or agency doing business with or involved in a contract (or transaction) which is or may be the subject of official action by the City (Prohibited Source). Employees may not accept any gift(s) from the public, including those who are likely to do business with the City, notwithstanding minor exceptions as noted in this policy.

Employees must demonstrate the highest standards of ethics and conduct. Employees must demonstrate professionalism and avoid conflict of interests, or the appearance thereof, favoritism, or the appearance thereof, and any discriminatory actions in relation to all vendors, suppliers, customers, employees, potential employees, vendors, or suppliers, and other individuals or organizations. Furthermore, in determining whether someone is likely to have business with the City, officials and employees are encouraged to err on the side of caution, and not solicit, accept, or seek gifts and gratuities.

GIFT DEFINITION

A "gift" is any payment or other benefit provided to you that confers a personal benefit for which you do not provide payment or services of equal or greater value. A gift includes a rebate or discount in the price of anything of value unless the rebate or discount is made in the regular course of business to members of the public; (CCR Section 82028.) (See FPPC Regulation 18946 for valuation of gift guidelines.) You have "received" or "accepted" a gift when you know that you have actual possession of the gift or when you take any action exercising direction or control over the gift, including discarding the gift or turning it over to another person. This includes gifts that are accepted by someone else on the official's behalf and

gifts made to others at the direction of the official. (Regulation 18941.) For those employees who must report gifts (California Form 700), it is important to note that when you exercise direction or control of the gift, and you turn the gift over to another person, both you, and the person who "receives" or "accepts" the gift from you, may have to report the gift as income.

Gifts may include, but are not limited to items such as meals, lodging, tickets to sporting or cultural events, a bottle of wine, merchandise, clothing, gratuities, loans, etc., whether de minimus and incidental to business or of greater value.

EXCEPTION[S]

This policy does not affect the authority of the City itself to accept material gifts (for example, donations or bequests,) in furtherance of its governmental purposes. The City may also accept items that can be displayed in public areas of the City's buildings (such as flowers, art, sculptures, photographs, plaques, trophies, etc.).

Recognizing that personal friendships often precede and can evolve from official contact between employees and persons engaged in business with the City, reasonable exceptions to this section are permitted for those occasions which are social in nature and are not predicated on the employee's ability to influence, directly or indirectly, any matter before the city.

Employees may accept edible gifts of nominal value (less than \$50) which must be shared with the public and/or CITY organization, and not presented for individual benefit.

Employees may accept handmade items by and from children under age 16.

SECTION 2

CALIFORNIA FORM 700

Employees must act at all times in the best interest of the CITY and not for personal, third-party, or financial gain. The Political Reform Act (Gov. Code Sections 81000-91014) requires many state and local government officials and (management) employees to publicly disclose their personal assets and income. They also must disqualify themselves from participating in decisions that may affect their personal economic interests. If you are an employee of a local government agency who is designated in the agency's conflict of interest code, you may not accept gifts from any single source totaling more than \$440 in a calendar year if you are required to report receiving income or gifts from that source on your statement of economic interests; (Section 89503(c)). Gift limits are effective until December 31 each year.

Officials and employees who serve in positions designated in the City's conflict of interest code are required to complete Form 700 (Statement of Economic Interest) annually. The period covered by the statement is January 1st, of a given year, through December 31st, of the same year. Filing is due on or before April 1, of each year.

SECTION 3:

PROCEDURE

Upon being offered or receiving a gift limited by this policy, an individual must notify the gift giver of this policy and graciously decline or return the gift.

Upon being offered or receiving a gift limited by this policy, an individual may elect to pay the market value of the gift. Additionally, this information must be recorded in the City Manager's Office.

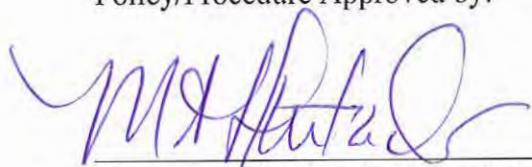
If the gift is anonymous, the recipient must deliver the gift to his/her Department Head, who will make every effort to convey the gift to a charitable organization. If this is not possible, the Department Head has the discretion, upon consultation with the City Manager, to seek out alternative approaches, including distribution among the organization and/or destruction. This information must also be recorded in the City Manager's Office.

Approved as to Form:



Daniel Sodergren, City Attorney

Policy/Procedure Approved by:



Maria Hurtado, Interim City Manager

RESOLUTION 2018-041

ADOPTING A POLICY FOR THE DISTRIBUTION OF TICKETS AND PASSES TO CITY OFFICIALS PURSUANT TO FAIR POLITICAL PRACTICES COMMISSION REGULATIONS

WHEREAS, Section 18944.1 of Title 2, Division 6 of the California Code of Regulations ("Section 18944.1") was adopted by the Fair Political Practices Commission to regulate the distribution of tickets and/or passes to public officials providing admission to a facility, event, show or performance for an entertainment, amusement, recreational, or similar purpose ("Tickets"), and

WHEREAS, From time to time, the City of Tracy ("City") purchases or receives Tickets from third party sources, both public and private, and

WHEREAS, City desires to distribute Tickets in a manner that furthers the City's governmental and public purposes, including the promotion of City businesses, resources, programs, facilities, etc., and

WHEREAS, Pursuant to Section 18944.1, Tickets are not considered gifts to public officials if the City distributes Tickets in accordance with a duly adopted written policy consistent with Section 18944.1;

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

1. The City Council hereby adopts the "Tickets and Passes Distribution Policy" attached hereto as Exhibit "A."
2. Consistent with Section 18944.1, the City Clerk shall post the "Tickets and Passes Distribution Policy" in a prominent fashion on the City's website within 30 days of its adoption and send an e-mail to the Fair Political Practices Commission, which will contain the City's website link that displays the "Tickets and Passes Distribution Policy."

The foregoing Resolution 2018-041 was adopted by the Tracy City Council on the 6th day of March, 2018 by the following vote:

AYES: COUNCIL MEMBERS: DEMENT, RANSOM, YOUNG, VARGAS, RICKMAN

NOES: COUNCIL MEMBERS: NONE

ABSENT: COUNCIL MEMBERS: NONE

ABSTAIN: COUNCIL MEMBERS: NONE



MAYOR

ATTEST:



CITY CLERK

TICKETS AND PASSES DISTRIBUTION POLICY
(Exhibit "A" to Resolution No. 2018-041)

I. PURPOSE

To establish a Tickets and Passes Distribution Policy (Policy) in conformance with Fair Political Practices Commission (FPPC) Regulation Section 18944.1 of Title 2, Division 6 of the California Code of Regulations. This Policy guides the City of Tracy (City) in the distribution, use, and reporting of tickets and/or passes provided to the City for a facility, event, show, or performance for an entertainment, amusement, recreational or similar purpose. This Policy is subject to all applicable FPPC regulations and the California Political Reform Act, as either may be amended from time to time.

II. DEFINITIONS

Unless otherwise provided in this Policy, words and terms used in this Policy have the same meaning as defined in the California Political Reform Act (Government Code section 81000 et seq.) and the FPPC Regulations (Title 2, Division 6, Section 18110 et seq. of the California Code of Regulations), as either may be amended from time to time.

“City” or “City of Tracy” means and includes the City of Tracy, any other affiliated agency created or activated by the Tracy City Council, and any departments, boards and commissions thereof.

“City official” means every member, officer, employee or consultant of the City of Tracy, as defined in Government Code section 82048 and FPPC Regulation 18700. Such term includes, without limitation, any City board or commission member or other appointed official or employee required to file an annual Statement of Economic Interests (FPPC Form 700, or such other form(s) as the FPPC may designate).

“City venue” means any facility owned, controlled or operated by the City of Tracy.

“Family” or “Immediate family” means a person’s spouse or dependent child as defined in FPPC Regulation section 18943(b).

“Ticket” or “Pass” means and includes any form of admission privilege to a facility, event, show, or performance for which similar tickets or passes are sold to the public.

III. APPLICABILITY

- A. This Policy applies to a ticket or pass which provides admission to a facility, event, show or performance for entertainment, amusement, recreational or similar purpose and is either:
 - 1. gratuitously provided to the City by an outside source;
 - 2. acquired by the City by purchase;
 - 3. acquired by the City as consideration pursuant to the terms of a contract for the use of a City venue or sponsorship of an event; or
 - 4. acquired and distributed by the City in any other manner.
- B. This Policy does not apply to a ticket or pass if:
 - 1. the City official treats the ticket or pass as income consistent with applicable state and federal income tax laws and the City reports the distribution of the ticket or pass as income to the official in compliance with the reporting requirements in this Section VII of this Policy;
 - 2. the City official purchases or reimburses the City for the ticket or pass;
 - 3. the ticket or pass is for a City official to perform a ceremonial role on behalf of the City; or
 - 4. the ticket or pass is received from an outside source and the ticket is earmarked by the outside source for use by the particular City official who uses the ticket.
- C. This Policy applies only to the benefits that the City official receives from the ticket or pass that are provided to all members of the public with the same class ticket or pass. If the City official receives benefits, such as food or beverages, or any other item presented to the City official at the facility, event, show or performance, that are not provided to all members of the public with the same class ticket or pass, then the City official shall treat those benefits as gifts unless the City official provides consideration of equal or greater value for the benefits.

IV. DISTRIBUTION OF TICKETS AND/OR PASSES

- A. Any ticket or pass received by the City from an outside source, without designation as to the specific City official who may use the ticket or pass, shall be forwarded to the City Manager or his or her designee. The City Manager or his or her designee shall determine the face value of the ticket or pass, the individuals who may use the ticket or pass, and report the distribution of the ticket or pass as provided in Section VII.
- B. The City Manager may establish procedures for the distribution of any ticket or pass in accordance with this Policy and requests for tickets or passes which fall within the scope of this Policy will be made in accordance with those procedures.

V. PUBLIC PURPOSE

Tickets or passes may only be distributed to, or at the behest of, a City official for one or more of the following public purposes:

- A. to promote economic development, community programs, and tourism within the City;
- B. to promote City business, resources, programs, activities, and City-sponsored events;
- C. to promote public and private facilities available for City resident use;
- D. to promote cultural, recreational, and educational facilities, services, and programs available to the public within the City;
- E. to promote intergovernmental relations purposes, including but not limited to attendance at an event with or by elected or appointed officials from other jurisdictions, their staff members and their guests;
- F. to support and/or show appreciation for community and/or non-profit programs or services benefiting City residents;
- G. to encourage or reward significant academic athletic or public service achievement by City students, residents or businesses;

EXHIBIT "A"
Page 4 of 5

- H. to promote City recognition, visibility, and/or profile on a local, state, national or worldwide scale;
- I. to promote open and accessible government by appearances or participation of City officials at business and community events;
- J. to comply with all written contracts where the City, as a form of consideration has required that a certain number of tickets or suites are made available for City use;
- K. to support general employee morale or retention; or
- L. to recognize or reward meritorious public service.

VI. PROHIBITION ON TRANSFER

A City official who has received a ticket or pass under this Policy may not transfer the ticket or pass to any other person except to the City official's immediate family or one guest solely for their attendance at the event.

VII. REPORTING AND DISCLOSURE REQUIREMENTS

The City must report any tickets or passes distributed under this Policy on the FPPC Form 802 (or such other form(s) as the FPPC may designate) within 45 days of distribution. The City Clerk shall report the FPPC Form 802s to the FPPC. The report must include, at a minimum, the following:

- A. the name of the person receiving the ticket or pass;
- B. a description of the event;
- C. the date of the event;
- D. the face value of the ticket or pass;
- E. the number of tickets or passes provided to each person;
- F. if the ticket or pass is behested, the name of the official who behested the ticket; and

G. a description of the public purpose under which the distribution was made or, alternatively, that the ticket or pass was distributed as income to the City official.

The City may post the name of the department or other unit of the City and the number of tickets or passes provided to the department or other unit in lieu of reporting the name of the individual employee as otherwise provided in subdivision A of Section VII.

If the ticket or pass is distributed to an organization outside the City, the City must report the name, address, description of the organization, and the number of tickets or passes provided to the organization in lieu of posting the names of each individual from the organization as required in subdivision A of Section VII.

VIII. WEBSITE POSTING

The City shall post all completed FPPC Form 802s (or such other form(s) as the FPPC may designate), or a summary of the information on the Form 802s, on its website. The City Clerk shall post the completed FPPC Form 802s on the website.

IX. TICKET, PASSES, AND/OR OTHER BENEFITS NOT COVERED BY THIS POLICY

Tickets, passes, and/or other benefits not covered by this Policy may be subject to separate disclosure requirements and the annual gift limit under the California Political Reform Act and related regulations. A City official who receives or bequests tickets not covered by this Policy is solely responsible for determining, and complying with, all reporting requirements and the annual gift limit applicable to such tickets, passes, and/or benefits.

RESOLUTION 2021-____

APPROVING A COUNCIL POLICY ESTABLISHING RULES AND PROCEDURES FOR
ACCEPTING DONATIONS AND GIFTS FROM THE PUBLIC

WHEREAS, The City of Tracy has been offered gifts and donations from the public;
and

WHEREAS, The City does not have local rules or guidelines regarding the acceptance
of donations and/or gifts from the public, and

WHEREAS, The City wishes to adopt a policy to provide clear guidelines regarding
the acceptance of donations and gifts so as to ensure transparent handling of such offers,
consistent with the City's commitment to treating all individuals and entities with whom it
conducts business fairly and impartially; and

WHEREAS, The City Manager will be responsible for the implementation of the policy.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Tracy
hereby adopts the policy establishing rules and procedures for accepting donations and
gifts from the public as described in the attachment to this resolution.

The foregoing Resolution 2021-____ was adopted by the Tracy City Council on the
20th day of July, 2021, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

July 20, 2021

AGENDA ITEM 3.D

REQUEST

DISCUSS AND APPROVE UPCOMING OUT-OF-STATE TRAVEL FOR CITY COUNCIL MEMBERS, INCLUDING TRAVEL TO WASHINGTON, D.C. FOR LOBBYING EFFORTS FOR THE SAN JOAQUIN COUNCIL OF GOVERNMENTS (SJCOC) ONE VOICE® TRIP AND TRAVEL TO WASHINGTON, D.C. FOR LOBBYING EFFORTS FOR THE CITY OF TRACY (PRE-ONE VOICE)

EXECUTIVE SUMMARY

The One Voice® trip, during which representatives from the San Joaquin County region address topics of regional concern to Federal elected officials and staff in Washington D.C., will be held from October 17 through October 21, 2021. This trip typically includes the SJCOC Board Member and the alternate from the City of Tracy. Similarly, the City has coordinated its own Pre-One Voice trip shortly before the SJCOC trip to Washington D.C. to address the needs of the City of Tracy, specifically. The purpose of this discussion is to address any upcoming out-of-state travel plans for Council in general and to select representatives to attend these lobbying events during the current fiscal year.

DISCUSSION

In the past, Tracy's representatives on the SJCOC Board have attended the One Voice® trip to Washington, D.C., normally held in the spring each year, to join other elected officials from San Joaquin County to discuss issues of regional concern with their Federal representatives. Due to the COVID-19 pandemic, the spring 2020 One Voice® and the City-coordinated Pre-One Voice trips were cancelled.

In May and June 2021 several virtual meetings were held with Federal representatives, SJCOC Board Members and staff. In addition to those virtual meetings, a return to in-person One Voice® meetings has been scheduled for October 17 through October 21, 2021. The SJCOC encourages their City Board Members and their alternates to attend the lobbying event to show unified support for various regional projects.

In previous (non-COVID) years, in addition to the SJCOC coordinated One Voice® trip to Washington, D.C., City Council Members and City staff coordinated a Pre-One Voice trip to Washington D.C. This trip allowed Tracy City Council Members an opportunity to discuss Tracy-specific issues with Federal representatives in advance of the broader SJCOC One Voice® trip. Historically, both these trips occurred in the spring. It is possible that SJCOC will coordinate a One Voice® trip for spring 2022. Council may wish to direct staff to also coordinate a Pre-One Voice trip to coincide with SJCOC. If

Council Members wish to attend either of both these spring events, additional funds may need to be allocated to Council's travel, meals and lodging budget.

The trips to and from Washington D.C. average three to four days and the expense is approximately \$4,000 per person, per trip. The SJCOG waives the registration fee for the Board Member and pays 50% of their lodging and airfare. In the past, the City's expense has averaged approximately \$6,500 for the OneVoice® trip for two members, which took into account the credit for one registration and other reimbursements. All City Council travel, meals, and lodging are funded through the General Fund.

The purpose of this report is to allow Council to discuss Council travel, specifically, attendance of the OneVoice® and Pre-One Voice trips and any other potential out-of-state travel that might be of interest to the City Council during the remaining months of this fiscal year.

STRATEGIC PLAN

This item is a routine operational item and does not relate to any of the Council's Strategic Plans.

FISCAL IMPACT

The annual appropriation for Council travel, meals and lodging is \$25,800. The current balance available for FY 21-22 travel, meals and lodging is approximately \$18,300. The estimated cost of the OneVoice® and Pre-One Voice trip is \$4,000 per person per trip. Depending on the number of Council Members attending the October OneVoice® trip, the Council's annual appropriation for travel could be depleted and an appropriation would be required to fund potential OneVoice® and Pre-One Voice trips in Spring 2022 and any other travel for the remainder of the fiscal year.

Staff's expenses for attending the trips to support City Council will be funded in the City Manager's budget.

RECOMMENDATION

Discuss out-of-state travel plans for City Council for the remaining fiscal year, approve by motion the City's Board Member and alternates' attendance for the SJCOG One Voice® trip to Washington D.C. scheduled for October 17 through October 21, 2021 and anticipated Spring 2022 SJCOG One Voice® and Tracy Pre-One Voice trips.

Prepared by: Adrianne Richardson, City Clerk

Reviewed by: Midori Lichtwardt, Assistant City Manager

Approved by: Jenny Haruyama, City Manager