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Del Mar City Council Meeting Agenda

City of Del Mar, Town Hall
1050 Camino del Mar, Del Mar, California
And via teleconference
4225 Lake Drive, Soda Springs, CA 95728

Civility Works: The Del Mar Code of Civil Discourse: Together we will promote inclusion; listen to understand; show respect; be clear and fair; and focus on the issue.

Regular Meeting

Monday, July 10, 2023 at 4:30 PM

Tracy Martinez
Mayor

Dan Quirk
Deputy Mayor

Dave Druker
Council Member

Terry Gaasterland
Council Member

Dwight Worden
Council Member

Ashley Jones
City Manager

Leslie E. Devaney
City Attorney

Sarah Krietor
Administrative Services
Manager/City Clerk

Public Participation/Comment: Members of the public can participate in City Council meetings remotely and in-person. Anyone may address the City Council for up to three minutes, at the Mayor's discretion, on items on the agenda. Members of the public wishing to speak on items not on the agenda may do so under Public Oral Communications. Agenda items may be addressed in any order at the discretion of the Mayor. When addressing the Council, please state your name for the record. Any electronic presentations must be received before 9 a.m. on the date of the Council meeting. No PowerPoint presentations can be loaded during the meeting.

In-Person Participation: Please submit a completed "Speaker Slip", including the item number you wish to speak on, to the City Clerk prior to the Mayor announcing the agenda item. The forms are located near the door at the rear of the Meeting Room. When called to speak, please approach the podium and state your name for the record.

Remote Participation: Members of the public can participate in the meeting remotely using the Zoom link and/or dial-in information provided below. Those wishing to comment live should join the Zoom meeting when the item(s) they wish to speak on is announced or at the meeting start time for items not on the agenda. **Zoom Link:** <https://us02web.zoom.us/j/84790910014>; **Phone: (669) 900-6833; Meeting ID: 847 9091 0014**

Written Comments: Members of the public can participate in the meeting by submitting a written red dot comment via email to cityclerk@delmar.ca.us. The deadline to submit written comments is 12 p.m. on the day of the meeting and the subject line of your email should clearly state the agenda item you are commenting on.

Viewing the Meeting and Access to Agenda Materials: Members of the public can watch the meeting live on the City's website at: <http://delmar.12milesout.com/Video/Live> and on Cable TV Spectrum Ch. 24, AT&T Ch. 99 starting at 4:30 PM. Agenda materials and communications from the public on agenda items, "Red Dots", are available on the City's website: <http://www.delmar.ca.us/AgendaCenter> and a hard copy of the agenda materials are available at Del Mar City Hall and the Del Mar Library during their business hours.

Assistance for Persons with Disabilities: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Administrative Services Department at 1050 Camino del Mar or by calling (858) 755-9313.

Notification of at least 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

- I. CALL TO ORDER/ROLL CALL
- II. CITY ATTORNEY CLOSED SESSION REPORT
- III. PLEDGE OF ALLEGIANCE
- IV. PUBLIC ORAL COMMUNICATIONS

Each person wishing to speak before the City Council on any matter not on the agenda shall submit a "Speaker Slip" to the City Clerk or raise their hand in Zoom when Public Oral Communication is announced. Each speaker will have up to three (3) minutes to speak at the discretion of the Mayor and may be asked clarifying questions. Information received during Public Oral Communication may be received, placed on a future agenda, or referred to the City Manager by the City Council. State law generally precludes the City Council from discussing or acting upon any topic presented during oral communications that is not described on the posted agenda.

Note: there is a time limit of 30 minutes for this section of public communications and each speaker will be heard in the order of the submission of their speaker slip. Speakers who have turned in a speaker slip prior to the time oral communications was called on the agenda, but were not heard during the initial time period shall be called to speak at the end of the agenda.

- V. CITY COUNCIL COMMENTS
- VI. COMMUNITY ANNOUCEMENTS
- VII. CITY MANAGER'S REPORT
- VIII. PRESENTATIONS
 1. **Presentation from Local Boys and Girls Club Chief Executive Officer
Marineke Vandervort**

Recommended Action: Receive the presentation.

Reference: Clerk's File No. 1202-3

- IX. CONSENT CALENDAR

All items listed on the Consent Calendar are considered to be routine and will be acted upon with one motion. There will be no separate discussion of these items unless a member of the City Council or the public so requests, in which event, the item will be pulled from the Consent Calendar and considered separately after the motion to approve the Consent Calendar. If you wish to remove an item from the Consent Calendar, please submit a "Speaker Slip" to the City Clerk or raise your hand in Zoom.

2. **Approval of Minutes: June 19, 2023 and June 30, 2023 Special Meeting**

Recommended Action: Approve Minutes.

Reference: Clerk's Minutes Book

3. Ratification of List of Demands, dated July 10, 2023

Recommended Action: Ratify the List of Demands.

Reference: Clerk's File No. 201-3

4. Waiver of Reading of Ordinances on Agenda

Recommended Action: Waive Reading of Ordinances.

Reference: Clerk's File No. 401-4

5. Authorization to Apply for State of California Recreational Trails Program Grant Funds for the Del Mar Riverpath Extension Phase 3

Recommended Action: Staff recommends that the City Council: 1) Adopt a Resolution (Attachment A) approving the submittal of an application for State of California Recreational Trails Program grant funding for the Del Mar Riverpath Extension Phase 3 Project; and 2) Authorize the City Manager to execute the necessary related documents and agreements required to receive the grant funding.

Reference: Clerk's File No. 201-13, 406-1

6. Community Support Program Funding Agreements for Fiscal Years 2023-2024 and 2024-2025

Recommended Action: Staff recommends that the City Council: 1) Approve the recommended Community Grant Funding Agreements for Fiscal Years (FY) 2023-2024 and 2024-2025 (Attachments A-C); and 2) Authorize the City Manager to execute the Agreements and related documents.

Reference: Clerk's File No. 406-1, 1202-3, 1202-9

7. Traffic and Parking Advisory Committee Appointment

Recommended Action: The City Council Liaisons to the Traffic and Parking Advisory Committee recommend that the City Council appoint Zach Groban as the at-large, business representative voting member of the Traffic and Parking Advisory Committee to serve the balance of a vacant term starting July 10, 2023, and ending on January 30, 2025.

Reference: Clerk's File No. 401-5

8. Consideration of the 2023-2027 Memorandum of Agreement between the City of Del Mar and the Del Mar Firefighters Association

Recommended Action: Staff recommends that the City Council: 1) Adopt the Resolution (Attachment A) approving the Memorandum of Agreement between the City of Del Mar and the Del Mar Firefighters Association (Exhibit A to Attachment A); 2) Authorize the City Manager to execute the Agreement; and 3) Adopt a Resolution (Attachment B) adopting the Fire Employee Compensation Plan for Fiscal Year 2023-2024 (Exhibit A to Attachment B).

Reference: Clerk's File No. 406-1, 502-3

X. COUNCIL MEETING RECESS

XI. CITY COUNCIL OTHER BUSINESS

9. Presentation of Data Related to Active Short-Term Rentals and Council Direction on Next Steps to Consider Establishment of New Policies/Regulations

Recommended Action: Staff recommends that the City Council receive a presentation of data collected related to active Short Term Rental ("STR") operations in Del Mar and provide feedback and direction on next steps for future Council consideration of new STR policies and regulations.

Reference: Clerk's File No. 301-19

XII. REGIONAL ORGANIZATION REPORTS

A Councilmember assigned as a liaison to a regional organization may make a written or oral report. State law precludes the Council from commenting on, discussing, or acting on a report unless the item of business within the report is described in the agenda.

- A. 22nd District Agricultural Association Community Relations Committee (Gaasterland/Martinez)
- B. Clean Energy Alliance JPA (CEA) Board of Directors (Druker/Worden)
- C. CSA-17 Ambulance District Advisory Board (Martinez/Quirk)
- D. Fire Governance Board, Solana Beach/Del Mar/Encinitas (Quirk/Martinez)
- E. League of California Cities – San Diego Chapter (Martinez/Worden)
- F. League of California Cities – Coastal Cities Group (Worden)
- G. North County Transit District (NCTD) (Druker/Gaasterland)
- H. Regional Solid Waste Association (Worden/Quirk)
- I. San Diego Association of Governments Board (SANDAG) (Gaasterland/Martinez/Druker)
- J. SANDAG Borders Committee (Druker)
- K. SANDAG Regional Planning Committee (Gaasterland)

- L. SANDAG Shoreline Preservation Working Group (Worden/Gaasterland/Martinez)
- M. SANDAG LOSSAN Executive Task Force (Druker/Gaasterland)
- N. San Diego Metropolitan Wastewater Commission/JPA (Worden/Quirk/Druker)
- O. San Dieguito River Valley Regional Open Space Park JPA –Executive Committee (Worden/Quirk)
- P. Other Regional Organization Reports

XIII. COUNCIL COMMITTEES/SUBCOMMITTEES/COMMUNITY ORG REPORTS

A Councilmember assigned as a liaison to a City Committee, Council Subcommittee OR Community Organization may make a written or oral report. State law precludes the Council from commenting on, discussing, or acting on a report, unless the item of business within the report is described in this agenda.

- A. Arts Advisory Committee (Druker)
- B. Clean Water Rate Project
- C. Del Mar Community Connections (Martinez/Worden)
- D. Del Mar Village Association (Gaasterland/Martinez)
- E. Finance Committee (Druker/Worden)
- F. Housing Subcommittee (Gaasterland/Martinez)
- G. Human Resources Subcommittee (Druker/Worden)
- H. Legislative Subcommittee (Gaasterland/Martinez)
- I. Measure Q Citizen Oversight Committee (Gaasterland/Quirk)
- J. Parks and Recreation Committee (Martinez/Worden)
- K. Del Mar Railroad Committee (Druker/Gaasterland)
- L. Lagoon Committee (Quirk/Worden)
- M. Sea-Level Rise Adaptation Plan Implementation Subcommittee (Gaasterland/Martinez)
- N. Shores Advisory Committee
- O. Sustainability Advisory Committee (Martinez/Worden)
- P. Traffic and Parking Advisory Committee (Quirk/Worden)
- Q. Undergrounding Project Advisory Committee (Druker/Gaasterland)
- R. Other Committee-Subcommittee Reports

XIV. UPCOMING AGENDA ITEMS

The following topics/items are tentatively planned for upcoming agendas. The title, wording, and planned date for these items are subject to change. Final agendas are posted at City Hall 72 hours in advance of the meetings and are also posted on our web site with the accompanying staff report. Please watch our web site: www.delmar.ca.us for City Council Agendas.

July 24, 2023
San Diego County Water Authority Representative Update
Selection of Consultant for Objective Design Standards (Housing Element Program 6G)
SANDAG Presentation – Del Mar Rail Realignment Project

Authorization to Submit Application to SANDAG for Cycle 2 Housing Acceleration Program (HAP) Grant Funding

Short Term Rentals - Discussion of Objectives/Guiding Principles

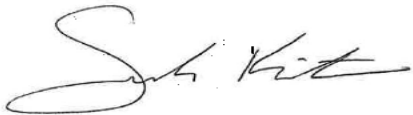
Presentation of San Dieguito Drive Phase 1 Engineering Assessment

941 Camino del Mar Request to Pay In-Lieu Fee for Project-Related Utility Undergrounding

Amendment to Fire Coop Agreement – Administrative Training Captain

XV. CERTIFICATION

I, Sarah Krietor, Administrative Services Manager/City Clerk for the City of Del Mar, hereby certify that a copy of this agenda was posted at City Hall on the 6th day of July, 2023 at approximately 6:00 p.m.



Sarah Krietor, Administrative Services Manager/
City Clerk

7/6/2023

Date



**DEL MAR CITY COUNCIL
SPECIAL MEETING MINUTES
CLOSED SESSION
JUNE 19, 2023**

City of Del Mar Town Hall
1050 Camino del Mar, Del Mar, California

CALL TO ORDER

Mayor Martinez called the meeting to order at 2:45 P.M.

ROLL CALL

Present: Mayor Tracy Martinez; Deputy Mayor Dan Quirk; Councilmembers Dave Druker, Terry Gaasterland and Dwight Worden

CLOSED SESSION

- A. Conference with Legal Counsel - Significant Exposure to Litigation
Number of Cases: One
Authority: Government Code Section 54956.9(b)
Reportable Action: None.
- B. Real Property Negotiations
Property: Assessor's Parcel Number (APN) 299-200-51, San Dieguito Drive w/o Racetrack View Drive, Del Mar, CA 92014
Negotiating Parties: City of Del Mar and Alexander & Dominique Von Lockner
Under Negotiation: Purchase Price and Terms for Sale of Real Property Right of Way Land
Authority: Government Code Section 54956.8
Reportable Action: None.
- C. Real Property Negotiations
Property: San Dieguito Drive from Oribia Road to Racetrack View Drive
Negotiating Parties: City of Del Mar and Del Mar Hillside Community Assoc.
Under Negotiation: Potential dedication and improvement of the road and terms and conditions of the same
Authority: Government Code Section 54956.8
Reportable Action: None.
- D. Public Employee Performance Evaluation
Title: City Manager
Authority: Government Code Section 54957
Reportable Action: None.

ADJOURNMENT

Mayor Martinez adjourned the meeting at 4:14 P.M.

Nestor Machado, Acting City Clerk



**DEL MAR CITY COUNCIL
SPECIAL MEETING MINUTES
CLOSED SESSION
JUNE 30, 2023**

City of Del Mar Town Hall
1050 Camino del Mar, Del Mar, California

CALL TO ORDER

Mayor Martinez called the meeting to order at 1:30 P.M.

ROLL CALL

Present: Mayor Tracy Martinez; Deputy Mayor Dan Quirk; Councilmembers Dave Druker, Terry Gaasterland and Dwight Worden

CLOSED SESSION

- A. Public Employee Performance Evaluation
 - Title: City Manager
 - Authority: Government Code Section 54957
 - Reportable Action: None

ADJOURNMENT

Mayor Martinez adjourned the meeting at 2:45 P.M.

Sarah Krietor, Administrative Services Manager/
City Clerk



LIST OF DEMANDS
CITY OF DEL MAR
for
City Council Meeting
July 10, 2023

Vendor Payment Checks	\$ 317,500.22
Voids	(3,384.20)
Electronic Fund Transfers (EFT)	554,019.75
Electronic Wires	223,331.79
Total	<u>\$ 1,091,467.56</u>

Approved by:
for Marilen Santos 
Monica Molina
Finance Manager/Treasurer

Date:
6/28/2023

Approved by:
Tracy Martinez
Mayor

Date:

Attachments: Check Registers

Bank : eunion EFT GENERAL ACCOUNT UNION BAN

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
4944	5/22/2023	uni21	DEL MAR CITY EMPLOYEES ASS(Ben170875	5/19/2023	DMCEA DUES: PAYMENT	253.00	253.00
		Voucher:	4944				
4945	5/22/2023	lif06	GEN DIGITAL INC., NORTONLIFEldm0059	5/15/2023	NORTON LIFELOCK MAY PREMIU	101.92	
		Voucher:	4945	4/18/2023	NORTON LIFELOCK APRIL PREM	101.92	203.84
			cdm0058				
4946	5/22/2023	leg04	LEGALACCESSPLANS USA, CREI27358	5/1/2023	LEGALEASE MAY PREMIUMS DU	107.70	107.70
		Voucher:	4946				
4947	5/22/2023	nat15	NATIONAL BENEFIT SERVICES, LBen170879	5/19/2023	SEC. 125 FLEXIBLE SAVINGS AC	987.50	987.50
		Voucher:	4947				
4948	5/22/2023	mis07	STATE ST BANK & TRUST CO 401Ben170881	5/19/2023	401A PLAN: PAYMENT	475.56	475.56
		Voucher:	4948				
4949	5/22/2023	mis08	STATE ST BANK & TRUST CO 457Ben170871	5/19/2023	MISSION SQUARE 457B: PAYMEI	8,825.04	8,825.04
		Voucher:	4949				
4950	5/22/2023	mis09	STATE ST BANK & TRUST CO. RHBen170873	5/19/2023	RETIREMENT HEALTH SAVINGS	604.15	604.15
		Voucher:	4950				
4951	5/22/2023	par21	U.S. BANK PARS FFC 674602240CBen170877	5/19/2023	PUBLIC AGENCY RETIREMENT €	2,039.97	2,039.97
		Voucher:	4951				
Sub total for EFT GENERAL ACCOUNT UNION BANK:							13,496.76

Bank : gunion GENERAL ACCOUNT UNION BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
3882	5/19/2023	irs01	IRS, UNITED STATES TREASURY Ben170883	5/19/2023	FEDERAL TAX: PAYMENT	30,925.51	30,925.51
		Voucher:	3882				
3883	5/19/2023	per01	PERS Ben170885	5/19/2023	PERS CONTRIBUTIONS: PAYMEN	44,339.15	44,339.15
		Voucher:	3883				
3884	5/19/2023	edd01	EMPLOYMENT DEVELOPMENT DBen170887	5/19/2023	STATE TAX: PAYMENT	8,661.33	8,661.33
		Voucher:	3884				
Sub total for GENERAL ACCOUNT UNION BANK:							83,925.99

11 checks in this report.

Grand Total All Checks: 97,422.75

APPROVED
By M. Santos at 3:18 pm, May 22, 2023

Bank : eusbnk EFT GENERAL ACCOUNT US E

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
4986	6/16/2023	cor11	CORODATA MEDIA STORAGE DS1305404	5/31/2023	STORAGE SRVCS MAY	233.33	233.33
		Voucher: 4986					
4987	6/16/2023	dix01	DIXIELINE LUMBER CO 06-0509467	5/31/2023	MAINT/REPAIR SUPP PW	56.08	
		Voucher: 4987	06-0509885	6/5/2023	HRDWR SUPP PW	45.81	
			06-0509735	6/2/2023	MAINT/REPAIR SUPP PW	22.77	124.66
4988	6/16/2023	lou01	LOUKELTON DISTRIBUTING I180074	6/5/2023	JANITORIAL SUPP PW	926.75	
		Voucher: 4988	80082	6/6/2023	CREDIT- JANITORIAL SUPP P	-240.08	686.67
4989	6/16/2023	uni03	SAN DIEGO - UNION TRIBUNE7935259	6/1/2023	AD PUBLIC HEARING	64.44	64.44
		Voucher: 4989					
4990	6/16/2023	san03	SAN DIEGO COUNTY WATER .0523-2	6/8/2023	RAW WATER MAY	134,728.57	134,728.57
		Voucher: 4990					
4991	6/16/2023	uti01	UTILITY SPECIALISTS INC 23863	5/31/2023	UP - 1A STRATFORD - APR	38,131.50	
		Voucher: 4991	23864	5/31/2023	UP - X1A CREST - APR	9,378.50	47,510.00
4992	6/16/2023	wex01	WEX BANK 0496-00-496530	6/6/2023	GAS & OIL PW JUN	4,051.73	4,051.73
		Voucher: 4992					
4993	6/16/2023	whi25	WHITAKER REAL ESTATE SR\20230000027	6/1/2023	CONSULTING SRVCS MAY	2,200.00	2,200.00
		Voucher: 4993					
Sub total for EFT GENERAL ACCOUNT US BANK:							189,599.40

Bank : qusbnk GENERAL ACCOUNT US BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
136692	6/16/2023	ace02	ACE UNIFORMS LLC	SD0126720	5/25/2023	UNIFORMS PRKG ENF	91.58	91.58
		Voucher:	136692					
136693	6/16/2023	sbc03	AT&T	9391059863	6/1/2023	TELEPHONE MAY	395.89	395.89
		Voucher:	136693					
136694	6/16/2023	cal81	CALLTOWER INC	201460777	5/26/2023	TELEPHONE JUN	2,944.41	2,944.41
		Voucher:	136694					
136695	6/16/2023	cin02	CINTAS	5161650322	6/6/2023	FIRST AID KIT SUPP PW	86.78	86.78
		Voucher:	136695					
136696	6/16/2023	sol01	CITY OF SOLANA BEACH	06132023	6/13/2023	OFF TRACK MAY	1,921.93	1,921.93
		Voucher:	136696					
136697	6/16/2023	cla15	CLAIMS MANAGEMENT ASSO	522060	5/29/2023	CLAIMS ADMIN MAR/MAY	1,097.10	
		Voucher:	136697	522058	5/29/2023	CLAIMS ADMIN MAR/JUN	675.75	
				522061	5/29/2023	CLAIMS ADMIN JUL/SEP	300.00	
				522059	5/29/2023	CLAIMS ADMIN FEB/MAY	79.50	2,152.35
136698	6/16/2023	coo14	COOPERATIVE PERSONNEL	50009793	5/27/2023	HR CONSULTING APR	1,711.25	1,711.25
		Voucher:	136698					
136699	6/16/2023	cou01	COUNTY OF SAN DIEGO	MAY-23	6/12/2023	PARKING BAIL MAY	31,388.00	31,388.00
		Voucher:	136699					
136700	6/16/2023	del06	DEL MAR AUTOMOTIVE SERV	45148	6/6/2023	VEHICLE MAINT PW #71	625.83	
		Voucher:	136700	44814	6/6/2023	VEHICLE MAINT PW #88	234.98	860.81
136701	6/16/2023	hom01	HOME DEPOT CREDIT SRVCS	7283815	4/25/2023	MAINT/REPAIR SUPP PW	720.27	
		Voucher:	136701	4271161	5/8/2023	MAINT/REPAIR SUPP PW	699.28	
				9277927	5/24/2023	BATTERIES PW	107.66	1,527.21
136702	6/16/2023	aff04	IDRAINS LLC, DBA AFFORDAE	167171135	6/6/2023	DRAIN CLEANING CH	1,300.00	1,300.00
		Voucher:	136702					
136703	6/16/2023	joh30	JOHNSON CONTROLS FIRE,	F23516799	5/10/2023	ALARM LIBRARY TEST/INSP	224.50	224.50
		Voucher:	136703					
136704	6/16/2023	mar10	MARINE RESCUE PRODUCTS	153977A	6/9/2023	RESCUE TUBES LFGRDS	707.00	707.00
		Voucher:	136704					
136705	6/16/2023	mik03	MIKHAIL OGAWA ENGINEERIN	10790	6/1/2023	CLEAN WATER SRVCS MAY	24,160.45	
		Voucher:	136705	10793	6/2/2023	SSMP SRVCS MAY	6,114.00	
				10791	6/2/2023	SAN DIEGUITO TMDL MAY	2,965.56	
				10792	6/2/2023	FOG SRVCS MAY	868.50	34,108.51
136706	6/16/2023	nap01	NAPA AUTO PARTS	678018	2/15/2023	VEHICLE MAINT SUPP PW	12.38	12.38
		Voucher:	136706					

Bank : gusbnk GENERAL ACCOUNT US BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
136707	6/16/2023	pac28	PACIFIC MOBILE STRUCTURE	INV-00297146	5/1/2023	MOBILE OFFICE PW MAY	226.20	226.20
		Voucher:	136707					
136708	6/16/2023	rup01	RUPE'S HYDRAULICS	P197383	5/31/2023	BEACH CLEANER REPAIR	3,181.49	3,181.49
		Voucher:	136708					
136709	6/16/2023	san138	SAN DIEGO ELEVATOR & LIFT	22	5/31/2023	ELEVATOR MAINT CH MAY	200.00	200.00
		Voucher:	136709					
136710	6/16/2023	sdg02	SAN DIEGO GAS & ELECTRIC	0081 7377 2988	6/7/2023	UTILITIES MAY	6,029.93	
		Voucher:	136710	0066 5491 6833	6/8/2023	UTILITIES MAY	3,848.76	
				0066 5392 2766	6/7/2023	UTILITIES MAY	1,021.13	
				0067 3735 0888	6/6/2023	UTILITIES MAY	290.49	
				0069 0908 1676	6/7/2023	UTILITIES MAY	283.20	
				0012 6209 1548	6/1/2023	UTILITIES MAY	90.12	
				0096 3381 7034	6/7/2023	UTILITIES MAY	39.92	
				0065 9549 9411	6/7/2023	UTILITIES MAY	21.54	
				0085 7750 3585	6/6/2023	UTILITIES MAY	17.77	
				0099 5222 5392	6/5/2023	UTILITIES MAY	16.42	
				0066 5491 5032	6/5/2023	UTILITIES MAY	12.57	
				0097 5436 8967	6/7/2023	UTILITIES FEB/MAY	9.26	
				0053 7739 5442	6/7/2023	UTILITIES FEB/MAY	8.44	11,689.55
136711	6/16/2023	san20	SAN DIEGUITO RIVER PARK,	06132023	6/13/2023	OFF TRACK MAY	960.97	960.97
		Voucher:	136711					
136712	6/16/2023	sol06	SOLANA CENTER FOR ENV	40-45-5-23	6/6/2023	SB1383 SUPP MAY	625.00	625.00
		Voucher:	136712					
136713	6/16/2023	sta36	STANDARD PLUMBING SUPPLY	TZTB43	6/1/2023	MAINT/REPAIR SUPP PW	59.43	59.43
		Voucher:	136713					
136714	6/16/2023	sup01	SUPERIOR READY MIX CONC	354494	5/25/2023	DECOMPOSED GRANITE PW	675.55	675.55
		Voucher:	136714					
136715	6/16/2023	ter01	TERMINIX INT CO LTD, PART	M434392423	6/9/2023	PEST CONTROL SRVCS CH	140.00	
		Voucher:	136715	434405753	6/9/2023	PEST CONTROL SRVCS PW	124.00	
				434390157	6/9/2023	PEST CONTROL SRVCS CS	113.00	
				4343903030	6/9/2023	PEST CONTROL SRVCS LIBR	100.80	
				434390060	6/9/2023	PEST CONTROL SRVCS PHC	94.00	571.80
136716	6/16/2023	uni31	UNITED SITE SRVCS OF, CAL	114-13606438	5/25/2023	PORTABLE RESTROOM SRV	565.25	565.25
		Voucher:	136716					

Sub total for GENERAL ACCOUNT US BANK: 98,187.84

33 checks in this report.

Grand Total All Checks: 287,187.24 *Dfg 6-15-23*

Bank : qusbnk GENERAL ACCOUNT US BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
3890	6/16/2023	irs01	IRS, UNITED STATES TREASU	Ben171190	6/16/2023	FEDERAL TAX: PAYMENT	35,829.91	35,829.91
	Voucher:	3890						
3891	6/16/2023	per01	PERS	Ben171192	6/16/2023	PERS CONTRIBUTIONS: PAYI	44,824.65	44,824.65
	Voucher:	3891						
3892	6/16/2023	edd01	EMPLOYMENT DEVELOPMEN	Ben171194	6/16/2023	STATE TAX: PAYMENT	9,943.35	9,943.35
	Voucher:	3892						
Sub total for GENERAL ACCOUNT US BANK:							90,597.91	

Bank : eusbnk EFT GENERAL ACCOUNT US E

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
4994	6/21/2023	uni21	DEL MAR CITY EMPLOYEES A	6/16/2023	DMCEA DUES: PAYMENT	264.00	264.00
		Voucher: 4994					
4995	6/21/2023	lif06	GEN DIGITAL INC., NORTONLICDM0060 June	6/15/2023	VOLUNTARY ID THEFT JUNE	101.92	101.92
		Voucher: 4995					
4996	6/21/2023	leg04	LEGALACCESSPLANS USA, C28103	6/1/2023	LEGALEASE VOL BENDED JU	107.70	107.70
		Voucher: 4996					
4997	6/16/2023	nat15	NATIONAL BENEFIT SERVICE:Ben171186	6/16/2023	SEC. 125 FLEXIBLE SAVINGS	987.42	987.42
		Voucher: 4997					
4998	6/21/2023	mis07	STATE ST BANK & TRUST CO Ben171188	6/16/2023	401A PLAN: PAYMENT	481.36	481.36
		Voucher: 4998					
4999	6/21/2023	mis08	STATE ST BANK & TRUST CO Ben171180	6/16/2023	MISSION SQUARE 457B: PAYI	8,891.29	8,891.29
		Voucher: 4999					
5000	6/21/2023	mis09	STATE ST BANK & TRUST CO.Ben171182	6/16/2023	RETIREMENT HEALTH SAVIN	609.95	609.95
		Voucher: 5000					
5001	6/21/2023	par21	U.S. BANK PARS FFC 6746022Ben171178	6/16/2023	PUBLIC AGENCY RETIREMEN	3,303.85	3,303.85
		Voucher: 5001					
Sub total for EFT GENERAL ACCOUNT US BANK:							14,747.49

Bank : qusbnk GENERAL ACCOUNT US BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
5582	6/21/2023	hea02	HEALTH NET	BFC29A June	6/1/2023	HNET MEDICAL BENEFIT JUN	26,450.59	26,450.59
		Voucher: 5582						
5583	6/21/2023	kai01	KAISER PERMANENTE	475311881921	6/21/2023	KAISER JUNE PREMIUM	14,889.18	14,889.18
		Voucher: 5583						
5584	6/21/2023	mut01	MUTUAL OF OMAHA	001534565139	6/1/2023	MUTUAL OF OMAHA LIFE JUN	3,225.59	3,225.59
		Voucher: 5584						
5585	6/21/2023	pri11	PRINCIPAL FINANCIAL GROU	f1003938 June23	6/1/2023	PRINCIPAL DENTAL&VISION	4,194.53	4,194.53
		Voucher: 5585						
5586	6/21/2023	sun11	SUN LIFE ASSURANCE CO, OI	915639 June	6/1/2023	SUN LIFE FIRE LIFE INSURAN	48.00	48.00
		Voucher: 5586						
136717	6/21/2023	cap01	CAPF CA PUBLIC SAFETY AD	Ben171176	6/16/2023	CAPF: PAYMENT	208.00	208.00
		Voucher: 136717						
Sub total for GENERAL ACCOUNT US BANK:							49,015.89	

17 checks in this report.

Grand Total All Checks: 154,361.29

MS 6/21/23

Bank : eusbnk EFT GENERAL ACCOUNT US E

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
5002	6/23/2023	kay01 Voucher: 5002	ADAM KAYE MAY-23	5/1/2023	COMM SRVCS MAY	3,200.00	3,200.00
5003	6/23/2023	cof01 Voucher: 5003	COFFEE AMBASSADOR, INC. INV35346	6/13/2023	COFFEE - CH	271.52	271.52
5004	6/23/2023	del76 Voucher: 5004	DE LAGE LANDEN FINANCIAL 80114763	6/10/2023	COPIER CH JUN	715.04	
			80155419	6/17/2023	PROP TAX CANON COPIER C	66.99	782.03
5005	6/23/2023	del76 Voucher: 5005	DE LAGE LANDEN FINANCIAL 80155420	6/17/2023	PROP TAX HP COPIER PW	25.60	25.60
5006	6/23/2023	del76 Voucher: 5006	DE LAGE LANDEN FINANCIAL 80155421	6/17/2023	PROP TAX CANON COPIER C	13.13	13.13
5007	6/23/2023	del31 Voucher: 5007	DELL MARKETING L.P. 10676342486	6/5/2023	DELL COMPUTERS - UTILITY	1,572.39	
			10679730578	6/20/2023	DELL MONITORS IT	778.59	2,350.98
5008	6/23/2023	dix01 Voucher: 5008	DIXIELINE LUMBER CO 06-0510505	6/9/2023	CLEANING SUPPLIES CS	349.73	
			06-0510338	6/8/2023	CONCRETE SUPP PW	275.60	
			06-0510514	6/9/2023	UTILITY PUMP PW	169.32	
			06-0510788	6/12/2023	MAINT/REPAIR SUPP PW	37.09	831.74
5009	6/23/2023	lou01 Voucher: 5009	LOUKELTON DISTRIBUTING INC 80105	6/12/2023	JANITORIAL SUPP PW	1,265.60	
			80103	6/12/2023	JANITORIAL SUPP PW	1,072.33	
			79817	4/3/2023	JANITORIAL SUPP PW	749.56	
			80104	6/15/2023	JANITORIAL SUPP PW	608.46	
			80106	6/15/2023	JANITORIAL SUPP PW	545.71	
			79738	3/13/2023	JANITORIAL SUPP PW	543.76	
			80119	6/14/2023	JANITORIAL SUPP PW	395.20	5,180.62
5010	6/23/2023	mic11 Voucher: 5010	MICHAEL BAKER INTERNATIC 1177665	4/25/2023	CITY ENGINEER MAR	63,010.44	63,010.44
5011	6/23/2023	pru01 Voucher: 5011	PRUDENTIAL OVERALL SUPP 132193569	6/9/2023	UNIFORMS PW	74.64	
			132194867	6/16/2023	FLOOR MATS PW	15.47	
			132194868	6/16/2023	SHOP TOWELS PW	3.72	93.83
5012	6/23/2023	uni03 Voucher: 5012	SAN DIEGO - UNION TRIBUNE 7935822	6/6/2023	AD ORDIN INTRO	38.67	
			7935823	6/6/2023	AD ORDIN INTRO	36.09	
			7935819	6/6/2023	AD ORDIN INTRO	27.07	101.83
5013	6/23/2023	tru09 Voucher: 5013	TRUE NORTH COMPLIANCE SDM23-04	5/17/2023	BLDG CODE PC & INSP 4/01-4	42,862.84	42,862.84

Bank : eusbnk EFT GENERAL ACCOUNT US E (Continued)

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
5014	6/23/2023	pav05 Voucher: 5014	VAIDA PAVOLAS	2023-03	6/16/2023 CC MTG MINUTES 5/16-6/15/2	1,050.00	1,050.00
Sub total for EFT GENERAL ACCOUNT US BANK:							119,774.56

Bank : quebnk GENERAL ACCOUNT US BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
136718	6/23/2023	ace02	ACE UNIFORMS LLC	SD0129380	6/15/2023	UNIFORMS PRKG ENF	12.93	12.93
		Voucher: 136718						
136719	6/23/2023	bar31	AMANDA BARGER	06122023	6/12/2023	REFUND REF DEPOSIT PHCC	800.00	800.00
		Voucher: 136719						
136720	6/23/2023	bou02	BOUND TREE MEDICAL LLC	84980938	6/6/2023	EMERGENCY SUPPLIES CS	44.16	44.16
		Voucher: 136720						
136721	6/23/2023	cha71	CHARTER COMM HOLDINGS	8448410010640	6/11/2023	ETHERNET INTERSTATE/PEG	435.68	
		Voucher: 136721		8448410060128	6/1/2023	CABLE/INTERNET PW JUN	222.04	
				8448410060153	6/10/2023	INTERNET TV STUDIO JUN	119.98	777.70
136722	6/23/2023	cit07	CITY OF SAN DIEGO	1000358947	6/15/2023	WATER TREATMENT APR	22,795.60	
		Voucher: 136722		1000358945	6/15/2023	WATER TREATMENT MAR	21,225.31	44,020.91
136723	6/23/2023	phi01	CLEANEARTH	72403815126	6/7/2023	HSILD HAZ WASTE APR	307.96	307.96
		Voucher: 136723						
136724	6/23/2023	del06	DEL MAR AUTOMOTIVE SERV	45199	6/14/2023	VEHICLE MAINT PW #71	996.91	996.91
		Voucher: 136724						
136725	6/23/2023	fis12	FISHER INTEGRATED INC	1949	6/20/2023	VIDEO STREAMING MAY	1,700.00	1,700.00
		Voucher: 136725						
136726	6/23/2023	gal02	GALLS LLC	024668179	6/1/2023	UNIFORM PANTS PRKG ENF	67.00	67.00
		Voucher: 136726						
136727	6/23/2023	bur07	GARY & MICHELLE BURKE	06072023	6/7/2023	REFUND REF DEPOSIT PHCC	800.00	800.00
		Voucher: 136727						
136728	6/23/2023	glo06	GLOBAL POWER GROUP INC.	89013	6/12/2023	PM MAINT CH GENERATOR	1,231.00	1,231.00
		Voucher: 136728						
136729	6/23/2023	gol04	GOLDEN NEEDLE TAILOR	2326	6/2/2023	UNIFORM PATCHES CS	45.00	45.00
		Voucher: 136729						
136730	6/23/2023	gra02	GRAINGER	9726027627	6/1/2023	VEH MAINT SUPP PW	81.27	81.27
		Voucher: 136730						
136731	6/23/2023	hil01	HF&H CONSULTANTS LLC	9720264	6/7/2023	WTR/WASTEWTR UTILITY R/	3,105.00	3,105.00
		Voucher: 136731						
136732	6/23/2023	hin06	HINDERLITER DE LLAMAS AN	SIN028872	6/15/2023	SALES TAX SRVCS APR/JUN	1,182.67	1,182.67
		Voucher: 136732						
136733	6/23/2023	hip01	HIP 800 GARDEN LP	Ref000171233	6/20/2023	UB Refund Cst #00007943	112.77	112.77
		Voucher: 136733						
136734	6/23/2023	sil14	KARIN P SILK	06122023	6/12/2023	REFUND REF DEPOSIT PHCC	800.00	800.00
		Voucher: 136734						

Bank : gusbnk GENERAL ACCOUNT US BANr (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
136735	6/23/2023	byb01	KATHRYN BYBEE	06192023	6/19/2023	REFUND REF DEPOSIT PHCC	800.00	800.00
		Voucher:	136735					
136736	6/23/2023	key04	KEYSER MARSTON ASSOCIA	10037874	6/12/2023	HOUSING FEE STUDY MAY	4,238.75	4,238.75
		Voucher:	136736					
136737	6/23/2023	kin02	KING GRAPHICS	46596	5/3/2023	JR LFGRD RASH GUARD SHII	5,358.00	
		Voucher:	136737	46791	6/12/2023	JR LFGRD UNIFORMS	2,958.40	
				46792	6/12/2023	JR LFGRD UNIFORM HATS	1,300.00	9,616.40
136738	6/23/2023	mar11	MARSHALLS INDUSTRIAL HAF	764631/1	6/12/2023	MAINT/REPAIR SUPP PW	74.27	
		Voucher:	136738	764172/1	5/31/2023	VEH MAINT SUPP PW	51.48	
				764180/1	5/31/2023	VEH MAINT SUPP PW	-51.48	74.27
136739	6/23/2023	mot05	MOTOROLA SOLUTIONS, INC	8281651247	6/16/2023	MOTOROLA RADIOS CS	1,648.65	1,648.65
		Voucher:	136739					
136740	6/23/2023	mun11	MUNICIPAL SEWER TOOLS	INV-000415	6/14/2023	ORIFICE REPAIR PART PW	80.90	80.90
		Voucher:	136740					
136741	6/23/2023	nat16	NATIONAL SAFETY COMPLIAN	93500	3/31/2023	EMPLOYEE TESTING	242.63	242.63
		Voucher:	136741					
136742	6/23/2023	nex02	NEXTECH SYSTEMS INC	INV1685	2/3/2023	29TH ST CROSSWALK REPAI	3,384.20	3,384.20
		Voucher:	136742					
136743	6/23/2023	nor13	NORTH COUNTY DISPATCH	J1202223-178	5/30/2023	DISPATCH PW 4Q	346.50	346.50
		Voucher:	136743					
136744	6/23/2023	con17	OCCUPATIONAL HEALTH CTR	79476788	6/2/2023	EMPLOYEE TESTING JUN	155.00	155.00
		Voucher:	136744					
136745	6/23/2023	off03	OFFICE DEPOT	318565963001	6/12/2023	OFFICE SUPPLIES CH	155.69	
		Voucher:	136745	314104814001	6/5/2023	OFFICE SUPPLIES CH	41.90	
				314105359001	6/5/2023	OFFICE SUPPLIES CH	27.61	225.20
136746	6/23/2023	par51	PARKWOOD LANDSCAPE MAI	104829	6/13/2023	LANDSCAPNG SRVCS MAR	18,995.00	
		Voucher:	136746	104651	5/31/2023	LANDSCAPNG SRVCS MAY	16,950.00	35,945.00
136747	6/23/2023	mcd52	PATRICIA PANN MCDEAN	06152023	6/15/2023	REFUND REF DEPOSIT PHCC	800.00	800.00
		Voucher:	136747					
136748	6/23/2023	sdg02	SAN DIEGO GAS & ELECTRIC	0092 4576 5583	6/14/2023	UTILITIES MAY	152.66	152.66
		Voucher:	136748					
136749	6/23/2023	sig12	SIGNA DIGITAL SOLUTIONS	IMAR-S293747	6/14/2023	COPIER - FIN 6/14-9/13/23	371.28	371.28
		Voucher:	136749					
136750	6/23/2023	sol06	SOLANA CENTER FOR ENV	40-45-4-23	5/3/2023	SB1383 SUPP APR	641.47	641.47
		Voucher:	136750					

Bank * ~~quishnk~~ GENERAL ACCOUNT US BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
136751	6/23/2023	spa01	SPARKLETTS	18139543 06182	6/18/2023	WATER CH	63.96	63.96
		Voucher: 136751						
136752	6/23/2023	ter01	TERMINIX INT CO LTD, PARTM434405151		6/9/2023	PEST CONTROL SRVCS FIRE	51.00	51.00
		Voucher: 136752						
136753	6/23/2023	the42	THE BOYS & GIRLS CLUBS OF1080		6/16/2023	POOL RENTAL TRAINING LFC	250.00	250.00
		Voucher: 136753						
136754	6/23/2023	uni29	UNIVERSAL SITE SERVICES II23022541		5/15/2023	CH GARAGE SWEEPING MAY	160.00	
		Voucher: 136754	23025871		6/15/2023	CH GARAGE SWEEPING JUN	160.00	320.00
136755	6/23/2023	usb03	US BANK CORP PYMT SYSTE 4246-0445-5565		5/22/2023	US BANK CHARGES MAY	16,983.19	16,983.19
		Voucher: 136755						
Sub total for GENERAL ACCOUNT US BANK:								132,476.34

51 checks in this report.

Grand Total All Checks:

Dbg 6-22-23

252,250.90

Document #: 836149 **Void Date:** 06/22/2023 **Posting #:** 31081 **Group:** dgarcia
Check #: 136100 **Bank code:** gunion **Check Date:** 02/17/23
Vendor: nex02 NEXTECH SYSTEMS INC
Post into: 12/2023 **Check amount:** 3,384.20

Doc Source	Account Number	Description	Amount
disb	B 20.2110.0000	A/P-GENERAL	3,384.20 CR
disb	S* B 20.1100.0000	CASH AND INVESTMENTS	3,384.20 DB
disb	S* B 72.1160.0000	UNION BANK - GENER	3,384.20 DB
disb	S* B 72.1100.0000	CASH AND INVESTMENTS	3,384.20 CR
Balance Sheet Totals:		6,768.40 DB	6,768.40 CR Difference: 0.00

Bank : eusbnk EFT GENERAL ACCOUNT US E

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
5015	6/30/2023	als02	ALS GROUP USA CORP	522302989	6/13/2023	WATER SAMPLING JUN	676.00	676.00
	Voucher:	5015						
5016	6/30/2023	sun07	CENTRALSQUARE TECH LLC	384134	6/5/2023	TRAKIT ADDITIONAL MODULE	2,887.50	
	Voucher:	5016		377282	3/10/2023	TRAKIT ADDITIONAL MODULE	7,638.15	10,525.65
5017	6/30/2023	cle10	CLEANRIVER RECYCLING SOS	23060179	6/22/2023	WASTE/RECYCLE/COMPOST	1,250.00	1,250.00
	Voucher:	5017						
5018	6/30/2023	del31	DELL MARKETING L.P.	10679730666	6/20/2023	DELL LAPTOP M BOYD PW	1,422.31	1,422.31
	Voucher:	5018						
5019	6/30/2023	dev02	DEVANEY PATE MORRIS & CA	8259	6/16/2023	LEGAL FEES MAY	44,400.80	
	Voucher:	5019		8277	6/16/2023	CITY ATTORNEY MAY	8,209.00	
				8273	6/16/2023	CITY ATTORNEY MAY	5,672.20	
				8272	6/16/2023	CITY ATTORNEY MAY	4,230.50	
				8284	6/16/2023	CITY ATTORNEY MAY	3,502.00	
				8269	6/16/2023	CITY ATTORNEY MAY	2,246.00	
				8283	6/16/2023	CITY ATTORNEY MAY	1,839.00	
				8267	6/16/2023	CITY ATTORNEY MAY	1,014.00	
				8282	6/16/2023	CITY ATTORNEY MAY	951.60	
				8262	6/16/2023	CITY ATTORNEY MAY	388.95	
				8260	6/16/2023	CITY ATTORNEY MAY	122.00	72,576.05
5020	6/30/2023	dix01	DIXIELINE LUMBER CO	06-0511438	6/15/2023	MAINT/REPAIR SUPP PW	174.53	
	Voucher:	5020		06-0511089	6/14/2023	FACILITY MAINT SUPP PW	137.03	
				06-0511666	6/19/2023	BLDG MAINT/REPAIR SUPP C	106.28	
				06-0511101	6/14/2023	HRDWR SUPP PW	39.31	
				06-0511878	6/20/2023	CHEMICAL RESIST SPRAY PV	15.64	
				91-223276	1/20/2023	CREDIT - REF INV 06-0465607	-14.74	458.05
5021	6/30/2023	kle01	KLEINFELDER	1432685	6/16/2023	CDM BRIDGE MAY	58,696.43	58,696.43
	Voucher:	5021						
5022	6/30/2023	lou01	LOUKELTON DISTRIBUTING IN	80132	6/19/2023	JANITORIAL SUPP PW	787.00	787.00
	Voucher:	5022						
5023	6/30/2023	pru01	PRUDENTIAL OVERALL SUPP	132194009	6/16/2023	UNIFORMS PW	00.09	
	Voucher:	5023		132196179	6/23/2023	UNIFORMS PW	62.00	130.89
5024	6/30/2023	tru09	TRUE NORTH COMPLIANCE	SDM23-05	6/24/2023	BLDG CODE PC & INSP 5/01-5	45,522.84	
	Voucher:	5024		DM23-02	5/17/2023	BLDG CODE PC & INSP 2/01-2	23,111.52	68,634.36

Bank : eusbnk EFT GENERAL ACCOUNT US E (Continued)

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
5025	6/30/2023	wex01 WEX BANK	0496-00-496745	6/23/2023	GAS & OIL CS JUN	1,244.80	1,244.80
	Voucher:	5025					
Sub total for EFT GENERAL ACCOUNT US BANK:							216,401.54

Bank : gusbrk GENERAL ACCOUNT US BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
136756	6/30/2023	ale04	ALESHIRE & WYNDER LLP	76620	6/14/2023	ATTORNEY SRVCS MAY	6,226.84	6,226.84
		Voucher: 136756						
136757	6/30/2023	all18	ALL COUNTY FIRE, INC	145044	6/16/2023	ANNUAL MAINT FIRE EXTING	239.98	
		Voucher: 136757		145043	6/16/2023	ANNUAL MAINT FIRE EXTING	659.69	899.67
136758	6/30/2023	sbc03	AT&T	9391054486	6/20/2023	TELEPHONE JUN	184.10	184.10
		Voucher: 136758						
136759	6/30/2023	sbc03	AT&T	9391031502	6/20/2023	TELEPHONE JUN	65.40	65.40
		Voucher: 136759						
136760	6/30/2023	sbc03	AT&T	9391026230	6/20/2023	TELEPHONE JUN	52.89	52.89
		Voucher: 136760						
136761	6/30/2023	sbc03	AT&T	9391031506	6/20/2023	TELEPHONE JUN	51.90	51.90
		Voucher: 136761						
136762	6/30/2023	sbc03	AT&T	9391026231	6/20/2023	TELEPHONE JUN	51.90	51.90
		Voucher: 136762						
136763	6/30/2023	sbc03	AT&T	9391026228	6/20/2023	TELEPHONE JUN	26.72	26.72
		Voucher: 136763						
136764	6/30/2023	nes01	BLUETRITON BRANDS INC, DI03E0033982810	5/23/2023	WATER PW	341.65		
		Voucher: 136764		03F0033982810	6/22/2023	WATER PW	165.23	506.88
136765	6/30/2023	cad02	CADD MICROSYSTEMS INC	SO30033900	6/2/2023	BLUEBEAM LICENSE/MAINT	1,885.00	1,885.00
		Voucher: 136765						
136766	6/30/2023	jon52	CARRIE JONES	06262023	6/26/2023	REFUND REF REV2023-0011	157.00	157.00
		Voucher: 136766						
136767	6/30/2023	cha71	CHARTER COMM HOLDINGS	8448410060151	6/14/2023	INTERNET CH JUN	1,254.06	
		Voucher: 136767		8448410060151	6/14/2023	METRO ETHERNET CS JUN	355.06	
				8448410060151	6/15/2023	FIBER CONNECTION FIRE JU	291.66	
				8448410060152	6/14/2023	METRO ETHERNET FIRE JUN	291.66	
				8448410060171	6/13/2023	PUBLIC WIFI PHCC JUN	134.02	
				8448410060151	6/15/2023	INTERNET TV STUDIO JUN	84.31	
				8448410060174	6/13/2023	INTERNET CS JUN	57.98	2,468.75
136768	6/30/2023	mil07	CHRISTOPHER F MILNES	06172023	6/17/2023	ADMIN CITE APPEAL	85.00	85.00
		Voucher: 136768						
136769	6/30/2023	del02	DEL MAR BLUE PRINT CO, INC	580277	6/20/2023	PWRHOUSE PARK TOT LOT 5	84.61	84.61
		Voucher: 136769						
136770	6/30/2023	duk01	DUDEK & ASSOCIATES	202304178	6/16/2023	CV STORM DRAIN MONITORI	1,419.42	1,419.42
		Voucher: 136770						

Bank : gusbnk GENERAL ACCOUNT US BAN# (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
136771	6/30/2023	dun02	DUNN-EDWARDS PAINTS	2082356236	6/22/2023	PAINT SUPPLIES PW	15.50	15.50
		Voucher: 136771						
136772	6/30/2023	fer07	FERGUSON ENTERPRISES IN0829369		6/20/2023	WATER METER PARTS	557.02	
		Voucher: 136772	0828633		6/8/2023	WATER METER PARTS	411.89	968.91
136773	6/30/2023	hel04	HELIX ENVIRONMENTAL PLAN118695		5/26/2023	RIVER PATH ENV ENG PHASE	1,358.75	1,358.75
		Voucher: 136773						
136774	6/30/2023	hin06	HINDERLITER DE LLAMAS ANSIN029053		6/20/2023	SALES TAX SRVCS APR/JUN	382.16	382.16
		Voucher: 136774						
136775	6/30/2023	ric31	JANIS RICHARDS	06212023	6/21/2023	REFUND REF DEPOSIT PHCC	800.00	800.00
		Voucher: 136775						
136776	6/30/2023	d&h02	JJS TRUCK EQUIPMNT DBA, [108389		3/31/2023	UTILITY TRUCK EQUIPMENT	8,321.65	8,321.65
		Voucher: 136776						
136777	6/30/2023	man12	MANERI TRAFFIC CONTROL I18716		6/23/2023	CUSTOM TRAFFIC SIGN PW	80.48	
		Voucher: 136777	18692		6/15/2023	CUSTOM TRAFFIC SIGN PW	242.51	
			18694		6/15/2023	CUSTOM TRAFFIC SIGN PW	78.30	401.29
136778	6/30/2023	nat21	NATIONWIDE MEDICAL/SURG26410		5/16/2023	AMBULANCE SUPP FIRE	206.39	206.39
		Voucher: 136778						
136779	6/30/2023	nv501	NV5 INC	335456	6/13/2023	BEACH COLONY PED DESIGN	467.50	467.50
		Voucher: 136779						
136780	6/30/2023	pho01	PHOENIX GROUP INFO SYSTI052023036		6/16/2023	CITE SRVCS MAY	10,179.76	
		Voucher: 136780	0520231036		6/16/2023	ADMIN CITE SRVCS MAY	238.13	10,417.89
136781	6/30/2023	pip04	PIPE TEC, INC.	11452	6/7/2023	SEWER TRUNK LINE CLEANI	19,838.00	19,838.00
		Voucher: 136781						
136782	6/30/2023	por05	PORTILLO CONCRETE INC	2212-2821	5/3/2023	ASPHALT REPAIRS FY23	14,600.00	14,600.00
		Voucher: 136782						
136783	6/30/2023	pso01	PSOMAS	197027	6/19/2023	WTR / WASTEWTR / PAVING	8,032.50	8,032.50
		Voucher: 136783						
136784	6/30/2023	sdq01	SAN DIEGO GAS & ELECTRIC 0042 2198 4063		6/16/2023	UTILITIES MAY	4,589.32	4,589.32
		Voucher: 136784						
136785	6/30/2023	uni31	UNITED SITE SRVCS OF, CAL 114-13619614		6/9/2023	PORTABLE RESTROOM SRVC	530.50	530.50
		Voucher: 136785						
136786	6/30/2023	ver12	VERIZON	72609459	6/20/2023	SCADA SECURE CLOUD MAY	307.50	307.50
		Voucher: 136786						
136787	6/30/2023	ver03	VERIZON WIRELESS	570653198-000C	6/18/2023	TELEPHONE JUN	241.32	241.32
		Voucher: 136787						

Bank : gusbnk GENERAL ACCOUNT US BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
136788	6/30/2023	ver03	VERIZON WIRELESS	872374736-0000	6/18/2023	TELEPHONE JUN	227.31	227.31
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136789	6/30/2023	ver03	VERIZON WIRELESS	872374736-0000	6/18/2023	TELEPHONE JUNE	225.81	225.81
		Voucher: 136789						
136790	6/30/2023	ver03	VERIZON WIRELESS	570653198-0000	6/18/2023	TELEPHONE JUNE	213.48	213.48
		Voucher: 136790						
136791	6/30/2023	ver03	VERIZON WIRELESS	542070053-0000	6/20/2023	TELEPHONE JUN	164.14	164.14
		Voucher: 136791						
136792	6/30/2023	ver03	VERIZON WIRELESS	570653198-0000	6/18/2023	TELEPHONE JUNE	114.03	114.03
		Voucher: 136792						
136793	6/30/2023	ver03	VERIZON WIRELESS	570653198-0000	6/18/2023	TELEPHONE JUNE	38.01	38.01
		Voucher: 136793						
Sub total for GENERAL ACCOUNT US BANK:							86,628.04	

49 checks in this report.

Grand Total All Checks: 303,029.58

MG 6/28/23



City of Del Mar Agenda Report

TO: Honorable Mayor and City Council Members

FROM: Karen Falk, Principal Engineer
Mariel Cairns, Management Analyst
Via Ashley Jones, City Manager

DATE: July 10, 2023

SUBJECT: Authorization to Apply for State of California Recreational Trails Program Grant Funds for the Del Mar Riverpath Extension Phase 3

REQUESTED ACTION/RECOMMENDATION:

Staff recommends that the City Council: 1) Adopt a Resolution (Attachment A) approving the submittal of an application for State of California Recreational Trails Program grant funding for the Del Mar Riverpath Extension Phase 3 Project; and 2) Authorize the City Manager to execute the necessary related documents and agreements required to receive the grant funding.

BACKGROUND:

The Del Mar Riverpath Extension Phase 3 (Project) will construct an almost half-mile pedestrian path along the San Dieguito Lagoon as identified in the City of Del Mar's certified Local Coastal Program. This construction will complete critical links of the Coast to Crest Trail and the City of Del Mar's seven-mile Coastal Loop Trail, creating non-motorized access to Grand Avenue Overlook from Crest Canyon Reserve Trail. The project will enhance access to outdoor recreation opportunities, bird watching, photography, and expand opportunities to raise awareness about the environment.

In April 2023, the 90% design for the Project was completed, which included an engineer's estimate for the Project totaling \$2.7M. This is substantially more than original cost estimate for the project; however, that rough estimate was an informal estimate provided by staff almost five years ago for budget planning purposes and was based on known prices at the time and anticipated project components prior to the Project actually being designed. With \$1.4M in Project funding secured to date, this leaves \$1.3M in funding needed to move forward with Project construction. At the City Council budget workshop in May, the City Council directed staff to temporarily delay the start of construction for the Project (which was planned for fall 2023) so that the City could seek out other possible sources of funding to help cover the remaining \$1.3M needed for the Project.

City Council Action:

DISCUSSION/ANALYSIS:

The City is eligible to apply for the State of California, Department of Parks and Recreation's Recreational Trails Program (RTP) grant to partially recover future construction costs. The RTP is a state-administered local assistant program of the US Department of Transportation's Federal Highway Administration (FHWA). Within the State of California, the Department of Parks and Recreation Office of Grants and Local Services (OGALS) administers the program. The RTP provides funds annually to develop and maintain recreational trails and trail-related facilities.

On March 21, 2022, City Council approved an RTP grant application to supplement the future costs of the Project. Unfortunately, staff received notification in February 2023 that the City's application was not recommended for funding. The State indicated that the prior grant cycle was highly competitive with over \$43 million requested for various projects, greatly exceeding the \$4.68 million available in RTP funding. It should be noted that at the time the City submitted for these grant funds in 2022, the Project was still going through the permitting and design phase, which may have made the Project less desirable for funding in comparison to other "shovel ready" projects who applied for funding. Now that the permitting for the Project is secured and design is nearly complete, it is expected that the Project will be more competitive for future RTP funds.

The application for the next round of RTP grant funding was due June 15, 2023. Staff successfully submitted an updated grant application package prior to this deadline, which was also reviewed by the City's lobbyist and grant writing firm, Townsend Public Affairs. The anticipated total Project cost is approximately \$2.7 million, of which the City has \$1.4 million already secured from outside sources. The RTP grant application requested \$1.3 million to cover the funding gap. If selected for the grant funding, the City will be required to provide a minimum local match of 12% of the total estimated cost of the project, or \$324,000. This local match requirement can be achieved by any contributions to the project from any source other than RTP grant funds, which the funds received for the project to date will satisfy.

OGALS estimates approximately \$6.7 million will be available in the upcoming funding cycle. During the last round of funding, projects were awarded funds between \$282K and \$1.4M. If the City is not awarded the entire amount of funding requested, a partial award of funds may also be possible. The established timeline anticipates OGALS recommending projects for funding by fall 2023. If the City's application is recommended, the City will be required to execute a grant agreement with OGALS and prepare all the necessary paperwork to satisfy the grant's federal requirements. The post selection requirements typically take six to twelve months to prepare. Once these requirements are met, OGALS forwards the Project to the FHWA for review, approval, and funding authorization. Final FHWA funding for the grant approval is anticipated by summer of 2025. It is important to note that if project construction were to begin prior to the FHWA award of funds, the project would lose its eligibility for the grant funding.

RTP requires a resolution authorizing the submittal of the grant application. The proposed Resolution (Attachment A) follows the language required by the State. If approved, staff

will add the resolution to the grant application package that has already been submitted to the State.

FISCAL IMPACT:

There is no immediate fiscal impact or fiscal action to be taken by the City Council related to this agenda item. Depending on a full or partial approval of the funding application, the City may receive up to \$1,300,000 (48% of total construction costs) and will be required to provide a minimum local match of \$324,000 (minimum of 12% of the construction costs).

ENVIRONMENTAL IMPACT:

The proposed City Council action does not constitute a “project” under the definition set forth in California Environmental Quality Act (CEQA) Guidelines Section 15378 because it will not have a potential to result in a direct or indirect physical change in the environment and is, therefore, not subject to CEQA. No further action under CEQA is required.

NEXUS TO CITY COUNCIL GOALS AND PRIORITIES:

This item relates to funding for the Del Mar Riverpath Extension Phase 3 which is a Tier 1 priority project for Fiscal Years 2023-24 and 2024-25.

ATTACHMENTS:

Attachment A – Resolution Authorizing the Filing of RTP Grant Application

RESOLUTION NO. 2023-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, AUTHORIZING THE FILING OF AN APPLICATION WITH THE STATE OF CALIFORNIA FOR GRANT FUNDS FROM THE RECREATIONAL TRAILS PROGRAM

WHEREAS, the Bipartisan Infrastructure Law of 2021 (BIL) provides funds to the State of California for Grants to federal, state, local and non-profit organizations to acquire, develop and/or maintain motorized and non-motorized trail Projects; and

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility for the administration of the program within the State, setting up necessary procedures governing Project Application under the program; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the City of Del Mar to certify by resolution the approval of Application(s) to the State; and

WHEREAS, the City Council of the City of Del Mar approved the filing of an application for the Recreational Trail Program (RTP) on March 21, 2022. However, due to the highly competitive process for limited grant funding, the City's prior RTP application was not recommended for approval; and

WHEREAS, the City of Del Mar wishes to file an updated application for grant funds from the RTP for the Riverpath Del Mar Extension Phase 3 Project (Project); and

WHEREAS, the City of Del Mar will enter into a Contract with the State of California to complete the Project should the funds be awarded.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Del Mar, California, does hereby:

1. Approve the filing of an updated Application for Recreational Trails Program funds; and
2. Certify that the Project is consistent with the City's general plan or the equivalent planning document; and
3. Certify that the City of Del Mar has or will have available prior to commencement of any work on the Project included in this Application, sufficient funds to operate and maintain the Project; and
4. Certify that the City of Del Mar has reviewed, understands, and agrees to the General Provisions contained in the Contract shown in the Procedural Guide; and
5. Appoint the City Manager as agent to conduct all negotiations, execute and submit all documents, including, but not limited to Applications, agreements, amendments,

payment requests, and so on, which may be necessary for the completion of the Project; and

6. Agree to comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and guidelines.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Del Mar, California, at the Regular Meeting held this 10th day of July, 2023.

Tracy Martinez, Mayor
City of Del Mar

APPROVED AS TO FORM:

Leslie E. Devaney, City Attorney
City of Del Mar

ATTEST AND CERTIFICATION:
STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
CITY OF DEL MAR

I, SARAH KRIETOR, Administrative Services Manager/City Clerk of the City of Del Mar, California, DO HEREBY CERTIFY, that the foregoing is a true and correct copy of Resolution No. 2023-XX, adopted by the City Council of the City of Del Mar, California, at a Regular Meeting held the 10th day of July, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sarah Krietor, Administrative Services
Manager/City Clerk
City of Del Mar



City of Del Mar Agenda Report

TO: Honorable Mayor and City Council Members

FROM: Emily Torres, Management Analyst
Clem Brown, Assistant City Manager
Via Ashley Jones, City Manager

DATE: July 10, 2023

SUBJECT: Community Support Program Funding Agreements for Fiscal Years 2023-2024 and 2024-2025

REQUESTED ACTION/RECOMMENDATION:

Staff recommends that the City Council: 1) Approve the recommended Community Grant Funding Agreements for Fiscal Years (FY) 2023-2024 and 2024-2025 (Attachments A-C); and 2) Authorize the City Manager to execute the Agreements and related documents.

DISCUSSION:

Each budget cycle, the City solicits requests from local non-profit organizations for funding for services to address unmet community needs. Previously, recommendations for the Community Support Program were presented to City Council at the two-year budget workshop. Most of the funding, totaling approximately \$110,000 annually, allocated through the program was provided to Del Mar Community Connections (DMCC) and the Del Mar Village Association (DMVA), with an additional \$5,000-\$10,000 being provided to local non-profits such as the Community Resource Center, and to cover the City's proportional share for the annual Point in Time Count through the Regional Task Force for the Homeless (RTFH). The City has now transitioned to providing funding to DMCC, DMVA, and the RTFH through professional services agreements since the types of services provided by the DMCC and DMVA are typically services that would be provided by the City, and the City is required to pay a proportionate share of the cost of the Point in Time Count that occurs each year.

Considering the changes discussed above, staff recommended that for the FY 2023-2024 and 2024-2025 budget, the City Council establish a Community Support Program budget of \$10,000 per year. The \$10,000 to be distributed through the program includes \$5,000 from EDCO to be used for community grant programs as part of their Solid Waste Collection Agreement with the City, and an additional \$5,000 from the City's General Fund. This new process allowed staff sufficient time to streamline the application materials and open the solicitation to a larger list of eligible Del Mar non-profit organizations.

City Council Action:

For FYs 2023-2024 and 2024-2025, the City received three (3) Community Support Funding Program grant applications from local non-profit organizations, including the Community Resource Center (CRC), Free Flight (FF), and Friends of the Powerhouse (FOP). Per City Council Policy 104, funding recommendations to the City Council from staff should be based on the effectiveness of the organization in meeting a community need, the effectiveness of the services or programs that directly serve the residents of Del Mar, and the effort to deliver cost-efficient benefits to low and moderate-income residents. Staff reviewed the applications against these criteria and recommend the City Council approve Agreements with all three non-profits, as further discussed below.

The three grant applications meet the Community Support Funding criteria outlined in Council Policy 104 because they all maintain programs and services that enhance the quality of life in Del Mar that would be otherwise unmet in the community, have established a new level of service in Del Mar, are able to provide cost effective delivery of benefits to low and moderate income residents, are organizations that are self-sufficient without City assistance, and have the capacity and plans to expend the grant funds in a timely manner. More information along with how the requested grant funding would be used by each requesting entity is provided below.

The financial impact of these requests is detailed in a summary table included as Attachment D, and detailed submittals along with each grant funding agreement are included as Attachments A-C.

FY 2023-2024 and 2024-2025 Funding Requests

Community Resource Center (CRC)

The Community Resource Center (CRC) is a non-profit organization focused on addressing issues of homelessness and hunger in North San Diego County. In the last budget cycle, the CRC utilized the Community Support Funding Program to fund a part-time social work intern to provide basic consultation and referrals. For FYs 2023-2024 and 2024-2025, CRC is requesting \$5,000 per fiscal year, for a total of \$10,000 during the grant funding period, for its Food & Nutrition Center (FNC), an essential program providing free nutritious fresh food - produce, meat, and dairy - along with non-perishable food and hygiene items (including diapers). The FNC is an ongoing, fully implemented program operating year-round. CRC's households receive an average economic benefit of \$450 per month, allowing scarce dollars to be used on other necessities, such as rent, utilities, transportation, or medicine, serving to keep them in their homes. In 2022, more than 3,771 individuals including domestic violence survivors, received these distributions at 11,958 visits to the FNC. Almost 100% have low incomes, at or below 30% AMI, with 90% residing in coastal North County San Diego. 36% are homeless, 59% are female, 20% are seniors 65+; and ethnicity is diverse. There are more than 75,000 food insecure people in coastal North County and 1/3 of them are children with communities of color most affected.

During each year of the grant term, the CRC will serve 15-20 low income Del Mar residents.

- 85% of FNC participants will report monthly savings as a result of their FNC participation.
- 85% of FNC participants will report improved nutrition security as a result of their FNC participation.
- 85% of FNC participants will report improved food security as a result of their FNC participation.

Free Flight (FF)

Free Flight (FF) is a Del Mar non-profit organization that promotes affordable animal interaction programs and personalized educational programming, making a unique piece of the natural world accessible to over 10,000 individuals from the greater San Diego region of all ages, backgrounds, abilities, and experience levels every year. In total, FF directly reaches an estimated 12,000 - 15,000 people annually through their programs. FF puts the most effort into focusing on children, young adults, and seniors throughout these communities.

For FYs 2023-2024 and 2024-2025, FF is requesting \$2,500 per fiscal year, for a total of \$5,000, for their Junior Docent Program. The Junior Docent program is a pre-service volunteer program for high school students, age 14-17. Selected applicants spend one week training with an Education & Outreach coordinator to learn about companion parrot husbandry and effective guest interactions. Upon completion of training, Junior Docents commit to at least one 2-hour shift per month for one year. Those who show great promise as docents are offered additional training opportunities to further assist with parrot camps for younger students, guided tours, scout troop badge workshops, and other outreach events.

The unique program fulfills an important need for young adults in the Del Mar community. For students interested in working in zoological, animal care, or veterinary careers in the future, Free Flight is one of the only locations in the county that provides hands-on learning opportunities in exotic avian care. For those interested in careers in public engagement and civic service, this is an amazing place to learn how to interact with and engage the public in meaningful conversations about topics they're passionate about. To cover the costs of running the Junior Docent training program, FF currently charges participants \$150 each. FF is seeking \$2,500 per fiscal year from the City (for the next two fiscal years) to invest in Del Mar's youth and remove the financial barrier for the exceptional teens who become part of the Junior Docent Team. With these funds, FF intends to offer free participation in their training program to all selected applicants for the next two years and offer a \$250 stipend to one alumni intern each year to assist as an Outreach & Education coordinator throughout the week of training.

Friends of the Powerhouse (FOP)

The Friends of the Powerhouse (FOP) is a Del Mar non-profit organization comprised of Del Mar residents that raise funds for events or projects that directly benefit the Del Mar community. The City has a long history of funding partnerships with FOP. Most recently in 2022, the FOP raised funds for purchasing new play equipment and renovating the City's Powerhouse Park Tot Lot.

FOP is requesting \$2,500 per fiscal year, for a total of \$5,000 during the grant funding period, from the City to promote and run children’s enrichment programs in Del Mar. During the next two fiscal years, FOP plans to host two (2) events per year. These programs will be free or low-cost for Del Mar families to participate, and will promote the community social welfare of families and the well-being and enrichment of the younger population in Del Mar.

The first scheduled event will be held in collaboration with Free Flight’s learning center and the San Diego County Del Mar Library to teach children learners of all types; visual, kinesthetic, oral, and artistic. This program will offer interactions with Free Flight’s birds and staff, in addition to Library staff readings and art crafts. The remaining events are in development; however, they will be of equal importance and organized by FOP’s board members that are primary school teachers. Pulling from their years of relevant experience, the next programs will provide a wide variety of enrichment experiences for younger Del Mar citizens.

FISCAL IMPACT:

There is no fiscal action to be taken by the City Council related to this agenda item. Sufficient funds totaling \$10,000 annually are included in the Fiscal Years 2023-2024 and 2024-2025 Operating and Capital Budget to cover the cost of the Community Grant Funding program.

ENVIRONMENTAL IMPACT:

The proposed City Council action does not constitute a “project” under the definition set forth in California Environmental Quality Act (CEQA) Guidelines Section 15378 because it will not have a potential to result in a direct or indirect physical change in the environment and is, therefore, not subject to CEQA. No further action under CEQA is required.

ATTACHMENTS:

- Attachment A – CRC Community Support Funding Request and Funding Agreement
- Attachment B – FF Community Support Funding Request and Funding Agreement
- Attachment C – FOP Community Support Funding Request and Funding Agreement
- Attachment D – Summary Table

**AGREEMENT BETWEEN
THE CITY OF DEL MAR AND COMMUNITY RESOURCE CENTER
FOR FISCAL YEARS 2023-2024 AND 2024-2025
COMMUNITY SUPPORT PROGRAM FUNDING**

This Agreement is made and entered into effective the 1st day of July, 2023, by and between the City of Del Mar, a Charter City and a municipal corporation (“City”), and Community Resource Center (“CRC”), a 501c3 public charity (collectively “Parties”).

WHEREAS, each budget cycle, the City establishes funding for a Community Support Program (“CSP”) to provide funding for services by local non-profit organizations that address unmet community needs; and

WHEREAS, the CRC has demonstrated they meet the program goals and eligibility requirements to receive funding through the CSP; and

WHEREAS, the City desires to provide CSP funding to the CRC to support the CRC’s Food and Nutrition Center, which provides social services and assistance to low-income and homeless individuals and families in the San Diego North County coastal area, including Del Mar; and

WHEREAS, Said services to be provided by CRC will be done in accordance with the terms and conditions set forth below and as further described in the scope of services, attached hereto as Exhibit “A” and incorporated herein; and

NOW, THEREFORE, the Parties hereto mutually covenant and agree with each other as follows:

1. SERVICES.

1.1 Scope of Services. CRC shall use CSP funding provided under this Agreement to perform the Services as set forth in the written Scope of Services, attached hereto as **Exhibit “A”** and incorporated herein.

1.2. Modification of Scope of Services. CRC may request changes to the Scope of Services within the general scope of this Agreement consisting of additions, deletions, or other revisions, provided the requested changes are consistent with the funding eligibility requirements and goals of the CSP. Such changes shall be mutually agreed upon in writing by the Parties.

2. DURATION OF AGREEMENT.

2.1 Term, Time for Performance. This Agreement shall be effective for a two-year term beginning July 1, 2023, through June 30, 2025.

Time is of the essence for this Agreement and each provision of this Agreement, unless otherwise specified in this Agreement.

2.2 Delay. Any delay occasioned by causes beyond the control of CRC may merit an extension of time for use of the Program funds and the completion of the Scope of Services. When such delay occurs, CRC shall immediately notify the City in writing of the cause and the extent of the delay, whereupon the City shall ascertain the facts and the extent of the delay and grant an extension of time for the completion of the Services when justified by the circumstances provided that no extension of time shall be granted which would extend the time for performance beyond the date specified in section 2.1 above.

2.3 City's Right to Terminate for Default. Should CRC be in default of any covenant or condition hereof, City may immediately terminate this Agreement for cause if CRC fails to cure the default within ten (10) calendar days of receiving written notice of the default.

2.4 City's Right to Terminate without Cause. Without limiting its rights in the event of CRC's default, City may terminate this Agreement, without cause, by giving written notice to CRC. Such termination shall be effective upon receipt of the written notice.

3. COMPENSATION. The City shall provide a lump sum payment of \$5,000 to the CRC at the beginning of each fiscal year, which starts on July 1, for the two-year term, for a total Community Support Funding grant amount of \$10,000.

4. INDEPENDENT CONTRACTOR. CRC is, for all purposes arising out of this Agreement, an independent contractor. The CRC has and shall retain the right to exercise full control and supervision of all persons assisting the CRC in the performance of said services hereunder, the City only being concerned with the finished results of the work being performed. Neither CRC nor CRC's employees shall in any event be entitled to any benefits to which City employees are entitled, including, but not limited to, overtime, any retirement benefits, workers' compensation benefits, any injury leave or other leave benefits, CRC being solely responsible for all such matters, as well as, compliance with social security and income tax withholding and all other regulations and laws governing such matters.

5. ANNUAL REPORTING; AUDIT OF RECORDS.

5.1 CRC will be required to submit an annual progress report to the City no later than September 30, reporting on the implementation of the Services and how CSP funds have been expended.

5.2 At any time during normal business hours and as often as may be deemed necessary, the CRC shall make available to a representative of the City for examination all of its records with respect to all matters covered by this Agreement and shall permit the City to audit, examine, and/or reproduce such records. CRC shall retain such financial and program service records for at least four (4) years after termination or final payment under this Agreement.

5.3 The CRC shall include the City's right to audit under this section in any and all of their subcontracts, and shall ensure that these sections are binding upon all subcontractors.

6. CONFLICTS OF INTEREST. CRC shall at all times comply with all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices, including, but not limited to, California Government Code §§ 81000 et seq. (Political Reform Act) and §§ 1090 et seq. CRC shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the City in which the

CRC has a financial interest as defined in Government Code § 87103. CRC represents that it has no knowledge of any financial interests, which would require it to disqualify itself from any matter on which it might perform services for the City.

7. INDEMNIFICATION AND HOLD HARMLESS. With regard to any claim, protest, or litigation arising from or related to the CRC'S performance in connection with or incidental to the Program or this Agreement, CRC agrees to defend, indemnify, protect, and hold the City and its agents, officers, Board members, and employees harmless from and against any and all claims, including, but not limited to prevailing wage claims against the Program, asserted or established liability for damages or injuries to any person or property, including injury to the CRC's or its subcontractors' employees, agents, or officers, which arise from or are connected with or are caused or claimed to be caused by the negligent, reckless, or willful acts or omissions of the CRC and its subcontractors and their agents, officers, or employees, in performing the work or services herein, and all expenses of investigating and defending against same, including attorney fees and costs; provided, however, that the CRC duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its Board of Directors, agents, officers, or employees.

8. SUBCONTRACTORS.

8.1 The City is in no way responsible for CRC's hiring or retaining of third parties (i.e. subcontractors) to perform any of the services to be funded through the Agreement.

8.2 In any dispute between the CRC and its subcontractors, the City shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The CRC agrees to defend and indemnify the City as described in section 7 of this Agreement should the City be made a party to any judicial or administrative proceeding to resolve any such dispute or should the City incur any costs in responding to third-party discovery requests.

9. NON-DISCRIMINATION. CRC shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, military or veteran status, gender, gender identity, gender expression, sexual orientation, or any other class protected under state, federal, or local law. CRC shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to any class or category protected under state, federal, or local law and shall make reasonable accommodation to qualified individuals with disabilities. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CRC agrees to post in conspicuous places available to employees and applicants for employment any notices provided by City setting forth the provisions of this non-discrimination clause.

10. NOTICES. All communications to either party by the other party shall be delivered to the persons listed below. Any such written communications by mail shall be conclusively deemed to have been received by the addressee five (5) calendar days after the deposit thereof in the United States Mail, postage prepaid and properly addressed as noted below.

City of Del Mar
City Clerk

Community Resource Center
John Van Cleef, Chief Executive Officer

1050 Camino Del Mar
Del Mar, CA 92014

650 2nd Street
Encinitas, CA 92024

11. ASSIGNABILITY. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the CRC's duties be delegated or sub-contracted, without the express written consent of the City.

12. CALIFORNIA LAW; VENUE/MISC. This Agreement shall be construed and interpreted according to the laws of the State of California. Any action brought to enforce or interpret any portion of this Agreement shall be brought in the county of San Diego, California. CRC hereby waives any and all rights it might have pursuant to California Code of Civil Procedure section 394.

13. COMPLIANCE WITH LAWS. The CRC shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this Agreement, including California Labor Code section 1720, et seq., relating to payment of prevailing wages for public works projects, if applicable. Further, CRC and all of CRC's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement. CRC shall indemnify and defend the Indemnified Parties from and against any liability incurred due to any failure on the part of CRC to comply with any applicable Laws.

14. CRC'S CERTIFICATION OF AWARENESS OF IMMIGRATION REFORM AND CONTROL ACT OF 1986. CRC certifies that CRC is aware of the requirements of the Immigration Reform and Control Act of 1986 (8 USC §§ 1101-1525) and has complied and will comply with these requirements, including, but not limited to, verifying the eligibility for employment of all agents, employees, subcontractors, and CRCs that are included in this Agreement.

15. ENTIRE AGREEMENT. This Agreement sets forth the entire understanding of the Parties with respect to the subject matters herein. There are no other understandings, terms or other agreements expressed or implied, oral or written, except as set forth herein.

16. AMENDMENTS. This Agreement may be modified or amended only by a written document executed by both CRC and City and approved as to form by the City Attorney. No change, alteration, or modification of the terms or conditions of this Agreement, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless agreed to in writing by both Parties.

17. NO WAIVER. No failure of either the City or the CRC to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement shall constitute a waiver of any such breach of such covenant, term or condition.

18. SEVERABILITY. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render any other provision unenforceable, invalid, or illegal.

19. DRAFTING AMBIGUITIES. The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this

Agreement is a decision which is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement.

20. LEGAL FEES. In the event of the bringing of any action or suit by either party hereto against the other party hereunder to enforce or interpret any of the provisions, covenants or conditions of this Agreement, or arising out of any tortious conduct by either party incident to this Agreement, the prevailing party in such action or suit shall be entitled to recover all costs and expenses of suit, including reasonable attorneys' fees. In any action or suit brought to enforce this Agreement, the damages available shall be limited to specific performance or other such equitable relief that the court may order.

21. CONFLICTS BETWEEN TERMS. If an apparent conflict or inconsistency exists between the main body of this Agreement and the Exhibits, the main body of this Agreement shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this Agreement, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this Agreement, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Agreement.

22. EXHIBITS INCORPORATED. All Exhibits referenced in this Agreement are incorporated into the Agreement by this reference.

23. SIGNING AUTHORITY. The representative for each Party signing on behalf of a corporation, partnership, joint venture, or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or Parties hereto harmless if it is later determined that such authority does not exist.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF DEL MAR,
a municipal corporation

COMMUNITY RESOURCE CENTER

By: _____
Ashley Jones, City Manager

By: _____
John Van Cleef, Chief Executive Officer

ATTEST:

Sarah Krietor, Administrative Services
Manager/City Clerk

APPROVED AS TO FORM:

Leslie E. Devaney, City Attorney

EXHIBIT "A"

**CRC
Community Support Program Funding**

**Scope of Services
FY 2024-2025 and 2025-2026**

The CRC will utilize Community Support Funding Program funds for their Food and Nutrition Center (FNC). The FNC is an essential program that provides free nutritious fresh food to individuals and families in North County San Diego; produce, meat and dairy, along with non-perishable food and hygiene items (including diapers). The FNC is an ongoing, fully implemented program that operates year round and provides continuous services to the low-income community in Del Mar.

With the City's \$5,000 per grant year Community Support Program funds, CRC will serve and assist 15-20 low-income Del Mar residents. Community Support funding allows CRC to assist Del Mar's low-income population and provide a service that would otherwise be unmet in the community.



City of Del Mar
Community Support Program
 Application to Request Funds
 Fiscal Years 2023-2024 and 2024-2025

Contact Information

Name of Agency: Community Resource Center

Address: 650 2nd Street, Encinitas, CA 92024

Name of Contact Person: John Van Cleef

Telephone: 760-230-6309

E-Mail: johnvancleef@crcncc.org

Funding Request

Amount of Funding Requested from the City of Del Mar: \$5,000

Organization Information

Total Number of Paid Employees: 60

Total Number of Volunteers: 923

Total Clients Served: 6,400

How Organized: (501c3 public charity; 501c3 private foundation; not formally organized, etc.) 501c3 public charity

Please attach a copy of the following items:

- N/A **Federal 1023 Tax Exemption Application & Submitted Papers**
- ☐ **Tax Exemption Determination Letter from IRS**
- ☐ **Most Recent Tax Return for your Organization**
- ☐ **Most Recent Annual Budget showing both revenues and expenditures**

1. Describe how your organization is currently funded. List sources of income and amounts provided for your organization.

Example:

<u>Source</u>	<u>Amount</u>	<u>Percent of Budget</u>
County of San Diego	\$ 5,000	25%
Federal Grants	\$ 5,000	25%
Fundraising	\$ 5,000	25%
Interest Earnings	\$ 4,000	20%
Misc. Revenue	\$ 1,000	5%
Total Annual Revenue	\$20,000	100%

FY24 Organization Budget

Revenue	Amount	Percent of Budget
Fundraising Events	\$189,400	2%
Government Grants/Contracts	\$3,837,525	49%
Public Support/Donations	\$1,068,500	14%
Private Grants/Foundation	\$456,703	6%
Resale Store Sales	\$1,416,500	18%
In-Kind Donations	\$868,250	11%
Other Revenue	\$4,013	0%
Total Revenue	\$7,840,891	100%

2. Has your organization applied for grants or assistance from other organizations recently? Please describe any efforts in this regard.

Yes. CRC regularly applies for government contracts and corporate or private foundation grants that are aligned with its mission and programs.

3. If funding was provided by the City of Del Mar during the last two-year budget cycle, please describe how the monies were utilized to fill a demonstrated community need in Del Mar.

During the continuing COVID-19 restrictions, CRC assisted 20 low-income Del Mar residents with case management services or healthy food from our Food & Nutrition Center at our Encinitas location. Case managers helped participants secure benefits (Cal-fresh, Medical, and others), personal identification (DMV identification), bus pass, car fare, or gas card for doctor's appointment, benefit application, court appearance, or similar, resources for health care, substance abuse counseling, mental health and crisis counseling, job placement referrals, shelter referrals, referrals for self-sufficiency case management services at CRC and information about new San Diego County programs.

4. Please provide the following and be as thorough as possible. You may include extra pages to describe your program.

- Describe your proposed use of requested monies in this two-year funding cycle, including productivity/service measures along with a proposed budget showing how Del Mar funds would be used by your organization.
- Incorporate a description of how your funding request addresses the City's goals which are listed below:
 - Preserve and enhance the community character of the City with an emphasis on natural resources;
 - Manage the City' resources in a fiscally sound and prudent manner in order to protect the public health, safety, and welfare;
 - Communicate effectively with and engage the community;
 - Provide leadership to influence decisions that impact the local and regional communities.
- Identify a key community need that your agency would fulfill if your agency received the funding grant.

CRC requests \$5,000 for its Food & Nutrition Center (FNC), an essential program, providing free nutritious fresh food - produce, meat and dairy - along with non-perishable food and hygiene items (including diapers). The FNC is an ongoing, fully implemented program operating year-round. CRC's households receive an average economic benefit of \$450 per month, allowing scarce dollars to be used on other necessities, such as rent, utilities, transportation, or medicine, serving to keep them in their homes. In 2022, more than 3,771 individuals including domestic violence survivors, received these distributions at 11,958 visits to the FNC. Almost 100% have low incomes, at or below 30% AMI, with 90% residing in coastal North County San Diego. 36% are homeless, 59% are female, 20% are seniors 65+; ethnicity is diverse. There are more than 75,000 food insecure people in coastal north county and 1 /3 of them are children *(San Diego Hunger Coalition) with communities of color most affected (Harvard T.H. Chan School of Public Health).

During each year of the grant term, CRC will serve 15-20 low-income Del Mar residents.

- 85% of FNC participants will report monthly savings as a result of their FNC participation.
- 85% of FNC participants will report improved nutrition security as a result of their FNC participation.
- 85% of FNC participants will report improved food security as a result of their FNC participation.

Please see the attached FNC program budget.

CRC's project aligns with the City's goal of managing the City' resources in a fiscally sound and prudent manner to protect the public health, safety, and welfare. By funding supportive services for low-income residents who are homeless or on the brink of homelessness, the City reduces its expense on emergency and law enforcement services when those residents experience crisis. In addition, CRC's services to Del Mar residents are funded by multiple sources thereby leveraging the City's investment.

5. Of your total annual budget, what percent is attributable to overhead costs such as administration versus the percentage used to directly fund programs?

Approximately 22% of CRC's budget is attributable to overhead costs - general administration 14% and fundraising 8%.

6. Will your agency charge fees for public participation in programs funded by the City of Del Mar? If the answer is yes, please describe programs and related fee structures.

CRC does not charge fees for participation in programs funded by the City of Del Mar.

7. All organizations that receive City funding must comply with disability access requirements as mandated by the Americans with Disabilities Act. Please describe the steps you have taken to achieve ADA compliance in your programs and facilities.

CRC's Social Services and FNC facilities at 650 Second Street in Encinitas are ADA compliant.

**AGREEMENT BETWEEN
THE CITY OF DEL MAR AND FREE FLIGHT
FOR FISCAL YEARS 2023-2024 AND 2024-2025
COMMUNITY SUPPORT PROGRAM FUNDING**

This Agreement is made and entered into effective the 1st day of July, 2023, by and between the City of Del Mar, a Charter City and a municipal corporation (“City”), and Free Flight (“FF”), a 501c3 public charity (collectively “Parties”).

WHEREAS, each budget cycle, the City establishes funding for a Community Support Program (“CSP”) to provide funding for services by local non-profit organizations that address unmet community needs; and

WHEREAS, FF has demonstrated they meet the program goals and eligibility requirements to receive funding through the CSP; and

WHEREAS, the City desires to provide CSP funding to FF to support FF’s Junior Docent Program, which provides a no-cost docent volunteer program for high school age students from ages 14-17, to gain real-life work and volunteering experience in Del Mar; and

WHEREAS, Said services to be provided by FF will be done in accordance with the terms and conditions set forth below and as further described in the scope of services, attached hereto as Exhibit “A” and incorporated herein; and

NOW, THEREFORE, the Parties hereto mutually covenant and agree with each other as follows:

1. SERVICES.

1.1 Scope of Services. FF shall use CSP funding provided under this Agreement to perform the Services as set forth in the written Scope of Services, attached hereto as **Exhibit “A”** and incorporated herein.

1.2. Modification of Scope of Services. FF may request changes to the Scope of Services within the general scope of this Agreement consisting of additions, deletions, or other revisions, provided the requested changes are consistent with the funding eligibility requirements and goals of the CSP. Such changes shall be mutually agreed upon in writing by the Parties.

2. DURATION OF AGREEMENT.

2.1 Term, Time for Performance. This Agreement shall be effective for a two-year term beginning July 1, 2023, through June 30, 2025.

Time is of the essence for this Agreement and each provision of this Agreement, unless otherwise specified in this Agreement.

2.2 Delay. Any delay occasioned by causes beyond the control of FF may merit an extension of time for use of the Program funds and the completion of the Scope of Services.

When such delay occurs, FF shall immediately notify the City in writing of the cause and the extent of the delay, whereupon the City shall ascertain the facts and the extent of the delay and grant an extension of time for the completion of the Services when justified by the circumstances provided that no extension of time shall be granted which would extend the time for performance beyond the date specified in section 2.1 above.

2.3 City's Right to Terminate for Default. Should FF be in default of any covenant or condition hereof, City may immediately terminate this Agreement for cause if FF fails to cure the default within ten (10) calendar days of receiving written notice of the default.

2.4 City's Right to Terminate without Cause. Without limiting its rights in the event of FF's default, City may terminate this Agreement, without cause, by giving written notice to FF. Such termination shall be effective upon receipt of the written notice.

3. COMPENSATION. The City shall provide a lump sum payment of \$2,500 to FF at the beginning of each fiscal year, which starts on July 1, for the two-year term, for a total Community Support Funding grant amount of \$5,000.

4. INDEPENDENT CONTRACTOR. FF is, for all purposes arising out of this Agreement, an independent contractor. FF has and shall retain the right to exercise full control and supervision of all persons assisting FF in the performance of said services hereunder, the City only being concerned with the finished results of the work being performed. Neither FF nor FF's employees shall in any event be entitled to any benefits to which City employees are entitled, including, but not limited to, overtime, any retirement benefits, workers' compensation benefits, any injury leave or other leave benefits, FF being solely responsible for all such matters, as well as, compliance with social security and income tax withholding and all other regulations and laws governing such matters.

5. ANNUAL REPORTING; AUDIT OF RECORDS.

5.1 FF will be required to submit an annual progress report to the City no later than September 30, reporting on the implementation of the Services and how CSP funds have been expended.

5.2 At any time during normal business hours and as often as may be deemed necessary, FF shall make available to a representative of the City for examination all of its records with respect to all matters covered by this Agreement and shall permit the City to audit, examine, and/or reproduce such records. FF shall retain such financial and program service records for at least four (4) years after termination or final payment under this Agreement.

5.3 FF shall include the City's right to audit under this section in any and all of their subcontracts, and shall ensure that these sections are binding upon all subcontractors.

6. CONFLICTS OF INTEREST. FF shall at all times comply with all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices, including, but not limited to, California Government Code §§ 81000 et seq. (Political Reform Act) and §§ 1090 et seq. FF shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the City in which FF has a financial interest as defined in Government Code § 87103. FF represents that it has no knowledge

of any financial interests, which would require it to disqualify itself from any matter on which it might perform services for the City.

7. INDEMNIFICATION AND HOLD HARMLESS. With regard to any claim, protest, or litigation arising from or related to FF'S performance in connection with or incidental to the Program or this Agreement, FF agrees to defend, indemnify, protect, and hold the City and its agents, officers, Board members, and employees harmless from and against any and all claims, including, but not limited to prevailing wage claims against the Program, asserted or established liability for damages or injuries to any person or property, including injury to the FF's or its subcontractors' employees, agents, or officers, which arise from or are connected with or are caused or claimed to be caused by the negligent, reckless, or willful acts or omissions of FF and its subcontractors and their agents, officers, or employees, in performing the work or services herein, and all expenses of investigating and defending against same, including attorney fees and costs; provided, however, that FF duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its Board of Directors, agents, officers, or employees.

8. SUBCONTRACTORS.

8.1 The City is in no way responsible for FF's hiring or retaining of third parties (i.e. subcontractors) to perform any of the services to be funded through the Agreement.

8.2 In any dispute between FF and its subcontractors, the City shall not be made a party to any judicial or administrative proceeding to resolve the dispute. FF agrees to defend and indemnify the City as described in section 7 of this Agreement should the City be made a party to any judicial or administrative proceeding to resolve any such dispute or should the City incur any costs in responding to third-party discovery requests.

9. NON-DISCRIMINATION. FF shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, military or veteran status, gender, gender identity, gender expression, sexual orientation, or any other class protected under state, federal, or local law. FF shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to any class or category protected under state, federal, or local law and shall make reasonable accommodation to qualified individuals with disabilities. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. FF agrees to post in conspicuous places available to employees and applicants for employment any notices provided by City setting forth the provisions of this non-discrimination clause.

10. NOTICES. All communications to either party by the other party shall be delivered to the persons listed below. Any such written communications by mail shall be conclusively deemed to have been received by the addressee five (5) calendar days after the deposit thereof in the United States Mail, postage prepaid and properly addressed as noted below.

City of Del Mar
City Clerk
1050 Camino Del Mar

Free Flight
Mary Struble, Executive Director
2132 Jimmy Durante Blvd

Del Mar, CA 92014

Del Mar, CA 92014

11. ASSIGNABILITY. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of FF's duties be delegated or sub-contracted, without the express written consent of the City.

12. CALIFORNIA LAW; VENUE/MISC. This Agreement shall be construed and interpreted according to the laws of the State of California. Any action brought to enforce or interpret any portion of this Agreement shall be brought in the county of San Diego, California. FF hereby waives any and all rights it might have pursuant to California Code of Civil Procedure section 394.

13. COMPLIANCE WITH LAWS. FF shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this Agreement, including California Labor Code section 1720, et seq., relating to payment of prevailing wages for public works projects, if applicable. Further, FF and all of FF's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement. FF shall indemnify and defend the Indemnified Parties from and against any liability incurred due to any failure on the part of FF to comply with any applicable Laws.

14. FF'S CERTIFICATION OF AWARENESS OF IMMIGRATION REFORM AND CONTROL ACT OF 1986. FF certifies that FF is aware of the requirements of the Immigration Reform and Control Act of 1986 (8 USC §§ 1101-1525) and has complied and will comply with these requirements, including, but not limited to, verifying the eligibility for employment of all agents, employees, subcontractors, and FFs that are included in this Agreement.

15. ENTIRE AGREEMENT. This Agreement sets forth the entire understanding of the Parties with respect to the subject matters herein. There are no other understandings, terms or other agreements expressed or implied, oral or written, except as set forth herein.

16. AMENDMENTS. This Agreement may be modified or amended only by a written document executed by both FF and City and approved as to form by the City Attorney. No change, alteration, or modification of the terms or conditions of this Agreement, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless agreed to in writing by both Parties.

17. NO WAIVER. No failure of either the City or FF to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement shall constitute a waiver of any such breach of such covenant, term or condition.

18. SEVERABILITY. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render any other provision unenforceable, invalid, or illegal.

19. DRAFTING AMBIGUITIES. The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each Party. This Agreement shall not

be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement.

20. LEGAL FEES. In the event of the bringing of any action or suit by either party hereto against the other party hereunder to enforce or interpret any of the provisions, covenants or conditions of this Agreement, or arising out of any tortious conduct by either party incident to this Agreement, the prevailing party in such action or suit shall be entitled to recover all costs and expenses of suit, including reasonable attorneys' fees. In any action or suit brought to enforce this Agreement, the damages available shall be limited to specific performance or other such equitable relief that the court may order.

21. CONFLICTS BETWEEN TERMS. If an apparent conflict or inconsistency exists between the main body of this Agreement and the Exhibits, the main body of this Agreement shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this Agreement, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this Agreement, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Agreement.

22. EXHIBITS INCORPORATED. All Exhibits referenced in this Agreement are incorporated into the Agreement by this reference.

23. SIGNING AUTHORITY. The representative for each Party signing on behalf of a corporation, partnership, joint venture, or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or Parties hereto harmless if it is later determined that such authority does not exist.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF DEL MAR,
a municipal corporation

FREE FLIGHT

By: _____
Ashley Jones, City Manager

By: _____
Mary Struble, Executive Director

ATTEST:

Sarah Krietor, Administrative Services
Manager/City Clerk

APPROVED AS TO FORM:

Leslie E. Devaney, City Attorney

EXHIBIT “A”

**Free Flight
Community Support Program Funding**

**Scope of Services
FY 2024-2025 and 2025-2026**

Free Flight (FF) will utilize Community Support Funding Program funds for their Junior Docent Program. FF puts effort into focusing on children, young adults, and seniors throughout the North County San Diego communities. For FYs 2023-2024 and 2024-2025, with the City’s \$2,500 per grant year Community Support Program funds, FF will run their Junior Docent Program in the Del Mar community.

The Junior Docent program is a pre-service volunteer program for high school students, age 14-17. Selected applicants spend one week training with an Education & Outreach coordinator to learn about companion parrot husbandry and effective guest interactions. Upon completion of training, Junior Docents commit to at least one 2-hour shift per month for one year. Those who show great promise as docents are offered additional training opportunities to further assist with parrot camps for younger students, guided tours, scout troop badge workshops, and other outreach events. To cover the costs of running the Junior Docent training program, FF currently charges participants \$150 each. With the Community Support Funding, FF will invest in Del Mar’s youth and remove the financial barrier for the exceptional teens who become part of the Junior Docent Team. With these funds, FF will offer free participation in their training program to all selected applicants for the two years and offer a \$250 stipend to one alumni intern each year to assist an Outreach & Education coordinator throughout the week of training.



City of Del Mar
Community Support Program
 Application to Request Funds
 Fiscal Years 2023-2024 and 2024-2025

Contact Information

Name of Agency: Free Flight

Address: 2132 Jimmy Durante Blvd
Del Mar, CA, 92014

Name of Contact Person: Isabelle Zapata

Telephone: (858)481-3148

E-Mail: freeflightbirds@live.com

Funding Request

Amount of Funding Requested from the City of Del Mar: \$5000

Organization Information

Total Number of Paid Employees: 8

Total Number of Volunteers: 20

Total Clients Served: 12 - 15 thousand annually

How Organized: (501c3 public charity; 501c3 private foundation; not formally organized, etc.) 501(c)3

Please attach a copy of the following items:

- ☐ **Federal 1023 Tax Exemption Application & Submitted Papers**
- ☐ **Tax Exemption Determination Letter from IRS**
- ☐ **Most Recent Tax Return for your Organization**
- ☐ **Most Recent Annual Budget showing both revenues and expenditures**

Name of Agency: Free Flight

1. Describe how your organization is currently funded. List sources of income and amounts provided for your organization.

Example:

<u>Source</u>	<u>Amount</u>	<u>Percent of Budget</u>
County of San Diego	\$ 5,000	25%
Federal Grants	\$ 5,000	25%
Fundraising	\$ 5,000	25%
Interest Earnings	\$ 4,000	20%
Misc. Revenue	\$ 1,000	5%
Total Annual Revenue	\$20,000	100%

Please see our attached 2021/2022 Profit & Loss Comparison for a more detailed list of sources.

Direct Public Support: \$94,959.23 (35.02%)

Grant Income: \$25,000 (8.22%)

Indirect Public Support (Amazon Smiles): \$1,001.76 (0.36%)

Other Types of Income (Adoption, Boarding, Grooming): \$37,488 (13.82%)

Program Income (Admissions, Learning Center, Membership, Sponsorship): \$112,657.51. (41.55%)

Total 2022 Annual Revenue: \$271,106.50

2. Has your organization applied for grants or assistance from other organizations recently? Please describe any efforts in this regard.

*Conrad Prebys Grant - Summer 2021

We applied for this matching grant to support a wide variety of projects as we endured a long-term closure to public visitation during the Covid -19 pandemic. These included costs of avian care (veterinary care, specialized diets, etc.), improved habitats (upgrading to stainless steel sleeping enclosures for the flock), four months of operational expenses, and reintroducing our education & outreach programs.

*JEM Grant - 2021

We applied for this grant to kick-start our monthly American Sign Language Tours program. In partnership with the American Sign Language Interpreter Training Program at Palomar College, we close to the public on the last Friday of each month to offer free ASL interpreted tours for the Deaf/Hard of Hearing members of our community and their loved ones. This program covered the operating costs for one year's worth of ASL Tour days. We are thrilled to continue this program several years later, and having worked with three cohorts of future interpreters!

3. If funding was provided by the City of Del Mar during the last two-year budget cycle, please describe how the monies were utilized to fill a demonstrated community need in Del Mar.

We did not receive any funds from the City of Del Mar in the last two-year budget cycle.

4. Please provide the following and be as thorough as possible. You may include extra pages to describe your program.

- Describe your proposed use of requested monies in this two-year funding cycle, including productivity/service measures along with a proposed budget showing how Del Mar funds would be used by your organization.
- Incorporate a description of how your funding request addresses the City's goals which are listed below:
 - Preserve and enhance the community character of the City with an emphasis on natural resources;
 - Manage the City' resources in a fiscally sound and prudent manner in order to protect the public health, safety, and welfare;
 - Communicate effectively with and engage the community;
 - Provide leadership to influence decisions that impact the local and regional communities.
- Identify a key community need that your agency would fulfill if your agency received the funding grant.

Free Flight's mission is to maintain a sanctuary that shelters, nurtures and re-socializes parrots, while educating the public to inspire a lasting concern for the well-being of exotic birds. We take pride in our affordable animal interaction programs and personalized educational programming, which make a unique piece of our natural world accessible to over 10,000 individuals from the greater San Diego region of all ages, backgrounds, abilities, and experience levels every year. In total, we directly reach an estimated 12-15,000 people annually through our programs. We put the most effort into focusing on children, young adults, and seniors throughout these communities.

A big piece of that mission is fulfilled through the work of our Junior Docent Program. The Junior Docent program is a pre-service volunteer program for high school students, age 14-17. Selected applicants spend one week training with our Education & Outreach coordinator to learn about companion parrot husbandry and effective guest interactions. Upon completion of training, Junior Docents commit to at least one 2-hour shift per month for one year. (Many choose to volunteer more frequently than this, and stay on with us beyond their one year commitment). During these shifts, they serve as docents, facilitating guest interactions with our flock, enforcing safety procedures and yard rules, and assisting staff with various husbandry tasks such as yard maintenance, diet preparation, and making toys for the birds. Those who show great promise as docents are offered additional training opportunities to further assist with parrot camps for younger students, guided tours, scout troop badge workshops, and other outreach events.

This program is truly unique and fulfills an important need for young adults in our community. For students interested in working in zoological, animal care, or veterinary careers in the future, Free Flight is one of the only locations in the county that provides hands-on learning opportunities in exotic avian care. For those interested in careers in public engagement and civic service, this is an amazing place to learn how to interact with and engage the public in meaningful conversations about topics they're passionate about. For those who need a community, Free Flight becomes that, as well, as the parrot-enthused community in San Diego is a tight-knit crowd! Our program alumni have gone on to successful placement in internships at local zoos and aquariums, college programs for veterinary studies, ornithology, zoology, exotic animal care, and jobs in animal welfare, conservation education, and veterinary medicine.

Because this program is so unique, it is in high demand, and the application process is competitive. In 2022, we received over 60 applications for only 15 available spots in our training program. This year's application period is still open; but so far, it is following the same trend!

Name of Agency: Free Flight

5. Of your total annual budget, what percent is attributable to overhead costs such as administration versus the percentage used to directly fund programs?
16.06% of our annual budget goes to overhead costs. The remaining 83.94% is used to directly fund our programs.

6. Will your agency charge fees for public participation in programs funded by the City of Del Mar? If the answer is yes, please describe programs and related fee structures.
No. If we receive this funding, we would be able to offer free participation to all selected applicants to our Junior Docent program for two years!

7. All organizations that receive City funding must comply with disability access requirements as mandated by the Americans with Disabilities Act. Please describe the steps you have taken to achieve ADA compliance in your programs and facilities.
Our youth education programs are available to students of all abilities. We have been fortunate to welcome students with a wide range of abilities and unique needs to participate in our programs and activities throughout the years, and intend to continue doing so.

All public areas of our facilities are wheelchair accessible.

Here is our service animal policy:

<https://www.freeflightbirds.org/free-flights-service-animal-policy>

**AGREEMENT BETWEEN
THE CITY OF DEL MAR AND THE FRIENDS OF THE POWERHOUSE
FOR FISCAL YEARS 2023-2024 AND 2024-2025
COMMUNITY SUPPORT PROGRAM FUNDING**

This Agreement is made and entered into effective the 1st day of July, 2023, by and between the City of Del Mar, a Charter City and a municipal corporation (“City”), and the Friends of the Powerhouse (“FOP”), a 501c3 public charity (collectively “Parties”).

WHEREAS, each budget cycle, the City establishes funding for a Community Support Program (“CSP”) to provide funding for services by local non-profit organizations that address unmet community needs; and

WHEREAS, the FOP has demonstrated they meet the program goals and eligibility requirements to receive funding through the CSP; and

WHEREAS, the City desires to provide CSP funding to the FOP to support the FOP’s children’s enrichment programs, which provides community social welfare of families and the well-being and enrichment of the younger population in Del Mar; and

WHEREAS, Said services to be provided by FOP will be done in accordance with the terms and conditions set forth below and as further described in the scope of services, attached hereto as Exhibit “A” and incorporated herein; and

NOW, THEREFORE, the Parties hereto mutually covenant and agree with each other as follows:

1. SERVICES.

1.1 Scope of Services. FOP shall use CSP funding provided under this Agreement to perform the Services as set forth in the written Scope of Services, attached hereto as **Exhibit “A”** and incorporated herein.

1.2. Modification of Scope of Services. FOP may request changes to the Scope of Services within the general scope of this Agreement consisting of additions, deletions, or other revisions, provided the requested changes are consistent with the funding eligibility requirements and goals of the CSP. Such changes shall be mutually agreed upon in writing by the Parties.

2. DURATION OF AGREEMENT.

2.1 Term, Time for Performance. This Agreement shall be effective for a two-year term beginning July 1, 2023, through June 30, 2025.

Time is of the essence for this Agreement and each provision of this Agreement, unless otherwise specified in this Agreement.

2.2 Delay. Any delay occasioned by causes beyond the control of FOP may merit an extension of time for use of the Program funds and the completion of the Scope of

Services. When such delay occurs, FOP shall immediately notify the City in writing of the cause and the extent of the delay, whereupon the City shall ascertain the facts and the extent of the delay and grant an extension of time for the completion of the Services when justified by the circumstances provided that no extension of time shall be granted which would extend the time for performance beyond the date specified in section 2.1 above.

2.3 City's Right to Terminate for Default. Should FOP be in default of any covenant or condition hereof, City may immediately terminate this Agreement for cause if FOP fails to cure the default within ten (10) calendar days of receiving written notice of the default.

2.4 City's Right to Terminate without Cause. Without limiting its rights in the event of FOP's default, City may terminate this Agreement, without cause, by giving written notice to FOP. Such termination shall be effective upon receipt of the written notice.

3. COMPENSATION. The City shall provide a lump sum payment of \$2,500 to the FOP at the beginning of each fiscal year, which starts on July 1, for the two-year term, for a total Community Support Funding grant amount of \$5,000.

4. INDEPENDENT CONTRACTOR. FOP is, for all purposes arising out of this Agreement, an independent contractor. The FOP has and shall retain the right to exercise full control and supervision of all persons assisting the FOP in the performance of said services hereunder, the City only being concerned with the finished results of the work being performed. Neither FOP nor FOP's employees shall in any event be entitled to any benefits to which City employees are entitled, including, but not limited to, overtime, any retirement benefits, workers' compensation benefits, any injury leave or other leave benefits, FOP being solely responsible for all such matters, as well as, compliance with social security and income tax withholding and all other regulations and laws governing such matters.

5. ANNUAL REPORTING; AUDIT OF RECORDS.

5.1 FOP will be required to submit an annual progress report to the City no later than September 30, reporting on the implementation of the Services and how CSP funds have been expended.

5.2 At any time during normal business hours and as often as may be deemed necessary, the FOP shall make available to a representative of City for examination all of its records with respect to all matters covered by this Agreement and shall permit City to audit, examine, and/or reproduce such records. FOP shall retain such financial and program service records for at least four (4) years after termination or final payment under this Agreement.

5.3 The FOP shall include the City's right to audit under this section in any and all of their subcontracts, and shall ensure that these sections are binding upon all subcontractors.

6. CONFLICTS OF INTEREST. FOP shall at all times comply with all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices, including, but not limited to, California Government Code §§ 81000 et seq. (Political Reform Act) and §§ 1090 et seq. FOP shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the City in which the FOP has a financial interest as defined in Government Code § 87103. FOP represents that it has no

knowledge of any financial interests, which would require it to disqualify itself from any matter on which it might perform services for the City.

7. INDEMNIFICATION AND HOLD HARMLESS. With regard to any claim, protest, or litigation arising from or related to the FOP'S performance in connection with or incidental to the Program or this Agreement, FOP agrees to defend, indemnify, protect, and hold the City and its agents, officers, Board members, and employees harmless from and against any and all claims, including, but not limited to prevailing wage claims against the Program, asserted or established liability for damages or injuries to any person or property, including injury to the FOP's or its subcontractors' employees, agents, or officers, which arise from or are connected with or are caused or claimed to be caused by the negligent, reckless, or willful acts or omissions of the FOP and its subcontractors and their agents, officers, or employees, in performing the work or services herein, and all expenses of investigating and defending against same, including attorney fees and costs; provided, however, that the FOP duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its Board of Directors, agents, officers, or employees.

8. SUBCONTRACTORS.

8.1 The City is in no way responsible for FOP's hiring or retaining of third parties (i.e. subcontractors) to perform any of the services to be funded through the Agreement.

8.2 In any dispute between the FOP and its subcontractors, the City shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The FOP agrees to defend and indemnify the City as described in section 7 of this Agreement should the City be made a party to any judicial or administrative proceeding to resolve any such dispute or should the City incur any costs in responding to third-party discovery requests.

9. NON-DISCRIMINATION. FOP shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, military or veteran status, gender, gender identity, gender expression, sexual orientation, or any other class protected under state, federal, or local law. FOP shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to any class or category protected under state, federal, or local law and shall make reasonable accommodation to qualified individuals with disabilities. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. FOP agrees to post in conspicuous places available to employees and applicants for employment any notices provided by City setting forth the provisions of this non-discrimination clause.

10. NOTICES. All communications to either party by the other party shall be delivered to the persons listed below. Any such written communications by mail shall be conclusively deemed to have been received by the addressee five (5) calendar days after the deposit thereof in the United States Mail, postage prepaid and properly addressed as noted below.

City of Del Mar
City Clerk

Friends of the Powerhouse
Terri Pavelko, President

1050 Camino Del Mar
Del Mar, CA 92014

PO Box 297
Del Mar, CA 92014

11. ASSIGNABILITY. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the FOP's duties be delegated or sub-contracted, without the express written consent of the City.

12. CALIFORNIA LAW; VENUE/MISC. This Agreement shall be construed and interpreted according to the laws of the State of California. Any action brought to enforce or interpret any portion of this Agreement shall be brought in the county of San Diego, California. FOP hereby waives any and all rights it might have pursuant to California Code of Civil Procedure section 394.

13. COMPLIANCE WITH LAWS. The FOP shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this Agreement, including California Labor Code section 1720, et seq., relating to payment of prevailing wages for public works projects, if applicable. Further, FOP and all of FOP's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement. FOP shall indemnify and defend the Indemnified Parties from and against any liability incurred due to any failure on the part of FOP to comply with any applicable Laws.

14. FOP'S CERTIFICATION OF AWARENESS OF IMMIGRATION REFORM AND CONTROL ACT OF 1986. FOP certifies that FOP is aware of the requirements of the Immigration Reform and Control Act of 1986 (8 USC §§ 1101-1525) and has complied and will comply with these requirements, including, but not limited to, verifying the eligibility for employment of all agents, employees, subcontractors, and FOPs that are included in this Agreement.

15. ENTIRE AGREEMENT. This Agreement sets forth the entire understanding of the Parties with respect to the subject matters herein. There are no other understandings, terms or other agreements expressed or implied, oral or written, except as set forth herein.

16. AMENDMENTS. This Agreement may be modified or amended only by a written document executed by both FOP and City and approved as to form by the City Attorney. No change, alteration, or modification of the terms or conditions of this Agreement, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless agreed to in writing by both Parties.

17. NO WAIVER. No failure of either the City or the FOP to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement shall constitute a waiver of any such breach of such covenant, term or condition.

18. SEVERABILITY. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render any other provision unenforceable, invalid, or illegal.

19. DRAFTING AMBIGUITIES. The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each Party. This Agreement shall not

be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement.

20. LEGAL FEES. In the event of the bringing of any action or suit by either party hereto against the other party hereunder to enforce or interpret any of the provisions, covenants or conditions of this Agreement, or arising out of any tortious conduct by either party incident to this Agreement, the prevailing party in such action or suit shall be entitled to recover all costs and expenses of suit, including reasonable attorneys' fees. In any action or suit brought to enforce this Agreement, the damages available shall be limited to specific performance or other such equitable relief that the court may order.

21. CONFLICTS BETWEEN TERMS. If an apparent conflict or inconsistency exists between the main body of this Agreement and the Exhibits, the main body of this Agreement shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this Agreement, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this Agreement, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Agreement.

22. EXHIBITS INCORPORATED. All Exhibits referenced in this Agreement are incorporated into the Agreement by this reference.

23. SIGNING AUTHORITY. The representative for each Party signing on behalf of a corporation, partnership, joint venture, or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or Parties hereto harmless if it is later determined that such authority does not exist.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF DEL MAR,
a municipal corporation

FRIENDS OF THE POWERHOUSE

By: _____
Ashley Jones, City Manager

By: _____
Terri Pavelko, President

ATTEST:

Sarah Krietor, Administrative Services
Manager/City Clerk

APPROVED AS TO FORM:

Leslie E. Devaney, City Attorney

EXHIBIT “A”

**Friends of the Powerhouse
Community Support Program Funding**

**Scope of Services
FY 2024-2025 and 2025-2026**

The Friends of the Powerhouse (FOP) is a Del Mar non-profit organization comprised of private citizens that fundraise for private and in-kind donations from the citizens of Del Mar. Major fundraising takes place for events or projects that directly benefit the City. For FYs 2023-2024 and 2024-2025, with the City’s \$2,500 per grant year Community Support Program funds, FOP will promote and run children’s enrichment programs. During the next two fiscal years, FOP plans to host two (2) events per year. These programs will be free or low-cost for Del Mar families to participate. These programs will promote the community social welfare of families and the well-being and enrichment of the younger population in Del Mar.

The first scheduled event, will be held on June 29th in collaboration with the Free Flights learning center and the San Diego County Del Mar Library to teach children learners of all types; visual, kinesthetic, oral and artistic. This program will offer interactions with Free Flights birds, staff, with Library staff readings and art crafts. The next events are in development; however, they will be of equal importance and organized by FOP’s board members that are primary school teachers. Pulling from their years of relevant experience, the next programs will provide a wide variety of enrichment experiences for younger Del Mar citizens.



City of Del Mar
Community Support Program
Application to Request Funds
Fiscal Years 2023-2024 and 2024-2025

Contact Information

Name of Agency: Friends of the Powerhouse (FOP)

Address: PO Box 297

Del Mar, CA 92014

Name of Contact Person: Terri Pavelko

Telephone: 858.392.7806

E-Mail: terripavelko1@prontomail.com

Funding Request

Amount of Funding Requested from the City of Del Mar: \$5,000

Organization Information

Total Number of Paid Employees: 0

Total Number of Volunteers: 16 Active, 30 Membership

Total Clients Served: 92014 Zip Code

How Organized: (501c3 public charity; 501c3 private foundation; not formally organized, etc.) 501c3, See Attached Articles of Incorporation

Please attach a copy of the following items:

- Federal 1023 Tax Exemption Application & Submitted Papers**
- Tax Exemption Determination Letter from IRS**
- Most Recent Tax Return for your Organization**
- Most Recent Annual Budget showing both revenues and expenditures**

Name of Agency: _____

1. Describe how your organization is currently funded. List sources of income and amounts provided for your organization.

Example:

<u>Source</u>	<u>Amount</u>	<u>Percent of Budget</u>
County of San Diego	\$ 5,000	25%
Federal Grants	\$ 5,000	25%
Fundraising	\$ 5,000	25%
Interest Earnings	\$ 4,000	20%
Misc. Revenue	\$ 1,000	5%
Total Annual Revenue	\$20,000	100%

Source:

Private Citizens 100% (Annual Revenue varies year to year)

Friends of the Powerhouse is entirely funded by private donations made by the kind citizens of Del Mar. Major fundraising is typically event/project driven. Minor fundraising takes place year-round with the selling of brick and plank engravements placed in and around the Powerhouse Park.

2. Has your organization applied for grants or assistance from other organizations recently? Please describe any efforts in this regard.

None. Please see #3 below for a description of our latest partnership with the city.

3. If funding was provided by the City of Del Mar during the last two-year budget cycle, please describe how the monies were utilized to fill a demonstrated community need in Del Mar.

In 2022 and in Partnership with the city, FOP raised \$130,000 to construct a new Powerhouse Park Tot Lot which was completed in April 2023. In addition to FOP funds, the city was awarded \$180,000 by the State of California to cover the city's administrative and infrastructure expense for the project. The city had a General Fund line item of \$45,000 for improvements (budget year unknown) and acted as a facilitator for in-and-out accounting.

Name of Agency: _____

4. Please provide the following and be as thorough as possible. You may include extra pages to describe your program.

- Describe your proposed use of requested monies in this two-year funding cycle, including productivity/service measures along with a proposed budget showing how Del Mar funds would be used by your organization.
- Incorporate a description of how your funding request addresses the City's goals which are listed below:
 - Preserve and enhance the community character of the City with an emphasis on natural resources;
 - Manage the City' resources in a fiscally sound and prudent manner in order to protect the public health, safety, and welfare;
 - Communicate effectively with and engage the community;
 - Provide leadership to influence decisions that impact the local and regional communities.
- Identify a key community need that your agency would fulfill if your agency received the funding grant.

In keeping with FOP's Mission Statement, this proposal's ask is written to fund the promotion of community social welfare to benefit the well-being of our children through educational enrichment programs. During the life of this grant, FOP plans to host 2 events per year (4 total) solely for this purpose.

Each program will resource a variety of already-in-place facilities reinforcing the use of community buildings, thereby adding to the familiarity of spaces for the children's sense of belonging and their future ease of access. Local businesses have also expressed a willingness to be involved when appropriate.

Our first scheduled event is June 29, 2023 inside the Powerhouse in collaboration with Free Flight's Learning Center (with live bird presentations) and our Del Mar County Library Staff for read-alouds. This program is designed to reach different types of learners; visual, kinesthetic, oral and artistic. The event will provide an understanding of birds' needs including habitats with expert interactive conversations. Nonfiction read-alouds for subject information and fictional read-aloud to drive a sense of the imagination. This event will finish with a related craft project from a local artist. (4 local resources.) We have invited the library to use this opportunity to promote their programs.

Our second 2023 event and two 2024 events are under discussion and have not been formalized as of this writing. We will also consider the non-profit children's programs promoted at this year's County Fair for possible collaborations and event enhancements.

Leadership & Community Need: FOP has an excellent 24 year history of being good stewards of the Powerhouse and Safety Center as demonstrated by our latest Tot Lot project. For this specific grant program, FOP is very fortunate to have 2 seasoned primary school teachers as sitting board members. Pulling from their years of relevant experience, the design of these programs will provide a wider variety of enrichment experiences for our kids not to mention a relaxing moment for their parents.

Name of Agency: _____

5. Of your total annual budget, what percent is attributable to overhead costs such as administration versus the percentage used to directly fund programs?
Our 2022 Tax return will be filed in October, 2023 therefore the below numbers are based on the attached 2021 return with 2.5% of our donations being used for overhead expenses (Professional Fees - tax filing/accounting and storage/rental fees for container and PO Box). This leaves 97.5% of donations oriented to public benefit efforts, along with their cost for advertising events, ongoing website design work to promote activities, and subcontractor labor costs for brick and plank installations at and around the Powerhouse.

6. Will your agency charge fees for public participation in programs funded by the City of Del Mar? If the answer is yes, please describe programs and related fee structures.

At our May 2023 FOP Board Meeting, we determined our first event in June 2023 will be at no-cost to the public. Our expenses to host and promote the event on social media and print ads will be under \$2,000.

As noted above, we have not solidified our 3 additional events that would be under this grant funding umbrella. However, it is safe to say that future event admission cost will be minimal, if any. Why can we say this? Historically we have made the barrier of entry for children a non-issue. We do however, put a price on adult food and adult beverages as we have determined these expenses are outside of our Mission and most likely the city's grant funding.

7. All organizations that receive City funding must comply with disability access requirements as mandated by the Americans with Disabilities Act. Please describe the steps you have taken to achieve ADA compliance in your programs and facilities.

FOP will be using the City of Del Mar's public facilities which are ADA compliant.

Community Support Funding Program Budget Summary Table

Organization	Amount Requested	Years Requested	Proposed Project(s) or Program(s)	Recommended Funded Amount
Community Resource Center (CRC)	\$5,000 <u>\$5,000</u> \$10,000	FY 2023-2024 FY 2024-2025	Food & Nutrition Center (FNC)	\$5,000 <u>\$5,000</u> \$10,000
Free Flight (FF)	\$2,500 <u>\$2,500</u> \$5,000	FY 2023-2024 FY 2024-2025	Junior Docent Program	\$2,500 <u>\$2,500</u> \$5,000
Friends of the Powerhouse (FOP)	\$2,500 <u>\$2,500</u> \$5,000	FY 2023-2024 FY 2024-2025	Children's Enrichment Programs	\$2,500 <u>\$2,500</u> \$5,000
TOTALS	\$10,000 <u>\$10,000</u> \$20,000	FY 2023-2024 FY 2024-2025		\$10,000 <u>\$10,000</u> \$20,000



City of Del Mar Agenda Report

TO: Honorable Mayor and City Council Members

FROM: Deputy Mayor Dan Quirk and Council Member Dwight Worden, Council Liaisons to the Traffic and Parking Advisory Committee
Prepared by Nestor Machado, Management Analyst

DATE: July 10, 2023

SUBJECT: Traffic and Parking Advisory Committee Appointment

REQUESTED ACTION/RECOMMENDATION:

The City Council Liaisons to the Traffic and Parking Advisory Committee recommend that the City Council appoint Zach Groban as the at-large, business representative voting member of the Traffic and Parking Advisory Committee to serve the balance of a vacant term starting July 10, 2023, and ending on January 30, 2025.

DISCUSSION/ANALYSIS:

The Traffic and Parking Advisory Committee (TPAC) was established with the purpose of developing advisory recommendations to the City Council on specified traffic and parking items referred to the Committee by City staff or the City Council. The Committee relies on the advice of City staff, including the City's traffic and engineering consultants, and the Sheriff's Department. TPAC also has the authority to refer specific concerns to the City's contract traffic engineer, upon approval of the City Manager. TPAC consists of seven voting members, one of which is a business representative member representing a business located in Del Mar. The business representative may be a non-resident. Geographic diversity is desirable and is taken into account when the Council appoints members to the Committee.

There are two vacancies on the Committee due to the resignation of Greg Glassman on January 18, 2023, and the resignation of John Spelich on June 22, 2023. Greg occupied the at-large, business representative voting member seat. City staff advertised the business representative vacancy, and one Citizen Interest Form was received during the recruitment period from Zach Groban (Attachment A). The Council Liaisons to the Committee have reviewed the application and recommend that the City Council appoint Zach Groban as the at-large, business representative voting member to serve the balance of a vacant term starting on July 10, 2023 and ending on January 30, 2025.

If the recommended appointment is approved by the City Council, the Committee will have one vacancy. A copy of the current Committee roster is included as Attachment B.

ATTACHMENTS:

Attachment A – Citizen Interest Form

Attachment B – Current Traffic and Parking Advisory Committee Roster

City Council Action:

DEL MAR CITIZEN INTEREST FORM

I. APPLICANT INFORMATION

zach	Groban	D
Last Name	First Name	Middle Initial

[REDACTED]	cardiff Ca
Home Street Address*	City, State

**Applicants are required to provide a physical residency address. Mailing addresses or Post Office boxes will not be accepted. The City will maintain all residency addresses strictly confidential.*

201 15TH STREET	Del Mar
Business Street Address (if applicable)	City, State

	858.259.3200	[REDACTED]
Home Phone Number	Business Phone Number	E-mail Address

II. APPLICATION DETAILS

I am interested in serving on the following Committees, Board(s) or Commission(s) in order of preference (indicate 1st, 2nd choice, etc.):

- | | |
|--|--|
| <input type="checkbox"/> Design Review Board | <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Arts Advisory Committee | <input type="checkbox"/> Parks and Recreation Committee |
| <input type="checkbox"/> Finance Committee | <input checked="" type="checkbox"/> Traffic and Parking Advisory Committee |
| <input type="checkbox"/> Measure Q Citizen Oversight Committee | <input type="checkbox"/> Lagoon Committee |
| <input type="checkbox"/> Other(s) (please indicate): _____ | <input type="checkbox"/> Sustainability Advisory Committee |

Qualifications for appointment and/or reasons for application (attach additional pages as needed):

Former chairman of the BSAC committee, applying for the business representative seat on TPAC

Education:

Yes

Relevant Experience (job or volunteer etc.):

Chairman BSAC, DMVA board member, local buinsses owner.

Name all of the Del Mar Committees/Boards/Commissions that you now serve on:

DMVA

Please name all the Boards/Commissions/Committee/Task Forces that you have served on in the past, and if you can, the dates of your service:

BSAC-2015-2020

Optional: Please list three Del Mar residents who can provide a reference:**

NAME	STREET NAME (no house number)	Phone Number

***Due to Brown Act limitations that restrict communications between Councilmembers regarding upcoming actions of the City Council, please do not include a current sitting Councilmember as a reference for your appointment.*

Residency

	Month	Year
I have been a resident of California since:		1979
I have been a resident of San Diego County since:		1979
I have been a resident of Del Mar since:		1979

Are you a full-time or part-time resident of Del Mar? Full-time Part-time

Is Del Mar your primary place of residence? Yes No

Are you a register voter in Del Mar? Yes No

III. COMMITTEE SPECIFIC QUESTIONS

The following are additional questions related to specific committees. Please answer the questions only for the committee(s) you are applying for.

1. **Arts Advisory Committee**

Membership on the Arts Advisory Committee is set by category. Which membership category do you best fit in? Select all that apply. (Note that City staff, consultants, and vendors are precluded from serving on the Arts Advisory Committee.)

- Resident with an art background
- Resident without an art background
- Business Owner- Art related business
- Del Mar Foundation Representative
- Del Mar Village Association Representative
- Ex-Officio (non-voting) – with Art related expertise
- Other (please explain): _____

Describe your experience and skills as they relate to the world of community art and fine art.

Why in your opinion is public art valuable to the Del Mar community?

What is your public art philosophy?

2. **Finance Committee**

The Finance Committee is looking for applicants with financial expertise and background.

Please describe your experience reviewing financial reports, conducting financial studies or any related experience. Please include any experience specific to public entities.

What aspects of the City's finances most interest you and why?

3. [Measure Q Citizen Oversight Committee](#)

Membership on the Measure Q Citizen Oversight Committee is set by category. To avoid conflicts of interest, members of the Measure Q Citizen Oversight Committee cannot concurrently serve on the Undergrounding Project Advisory Committee. Which membership category do you best fit in? (Select all that apply)

- Current (or within past 5 years) Finance Committee Member
- Business Community Member
- At-large Resident Member
- Other (please explain): _____

4. [Traffic and Parking Advisory Committee](#)

Which membership category do you best fit in? (Select all that apply)

- Business representative (can be a non-resident)
- Resident
- Other (please explain): _____

What part of town do you live in? Geographic diversity is desirable and will be taken into account. Check the [neighborhood map](#) to verify your neighborhood.

- | | |
|---|--------------------------------------|
| <input type="checkbox"/> North Bluff | <input type="checkbox"/> South Bluff |
| <input type="checkbox"/> North Beach | <input type="checkbox"/> South Hills |
| <input type="checkbox"/> South Beach | <input type="checkbox"/> North Hills |
| <input type="checkbox"/> Village Center | <input type="checkbox"/> Valley |

Do you have any special expertise or experience related to traffic and parking? If yes, please explain:

5. [Parks and Recreation Committee](#)

The Parks and Recreation Committee is looking for applicants with an interest in the City's parks and open spaces.

Please describe your personal or professional experience related to parks, open spaces, trails, public recreation or any similar experience.

What aspects of the City's parks and recreation most interest you and why?

6. [Lagoon Committee](#)

The Lagoon Committee is looking for applicants interested in the preservation of the lagoon and surrounding area.

What aspect(s) of being on the Lagoon Committee most interest you and why?

7. [Shores Advisory Committee](#)

The Shores Advisory Committee is looking for applicants interested in the Shores Park property and planning process.

What aspects of being on the Shores Advisory Committee most interest you and why?

Please describe your vision for the future of Shores Park.

8. [Sustainability Advisory Committee](#)

The Sustainability Advisory Committee members are community leaders on environmental issues.

In what ways would you like to contribute to a more sustainable world either in your personal life or on a broader community level?

Please describe any outreach or public education efforts you have participated in related to environmental issues or in other areas. Do you have skills or experience in outreach that you could bring to the Sustainability Advisory Committee?

9. [Undergrounding Project Advisory Committee](#)

The Undergrounding Project Advisory Committee is seeking applicants with an interest in the citywide undergrounding project. To avoid conflicts of interest, members of the Undergrounding Project Advisory Committee cannot concurrently serve on the Measure Q Citizen Oversight Committee.

Geographic diversity is desirable and will be taken into account. What part of town do you live in? Check the [neighborhood map](#) to verify your neighborhood.

- | | |
|--------------------------------------|---|
| <input type="checkbox"/> North Bluff | <input type="checkbox"/> North Beach |
| <input type="checkbox"/> South Beach | <input type="checkbox"/> Village Center |
| <input type="checkbox"/> South Bluff | <input type="checkbox"/> South Hills |
| <input type="checkbox"/> North Hills | <input type="checkbox"/> Valley |

Is your utility service undergrounded? What involvement did you have, if any?

What aspects of being on the Utility Undergrounding Advisory Committee most interest you?

Thank you for completing the Citizen Interest Form. Is there anything else you would like to add to your application for the City Council to consider?

IV. SIGNATURE AND ACKNOWLEDGEMENT

Please review the important information below before signing and submitting your application. Please note that recommendations for appointments to City advisory committees (other than the Planning Commission and Design Review Board) are made by the [Council Liaisons to that Committee](#). The appointments are then placed on the consent calendar for consideration for approval by the full City Council at the next available City Council meeting. For reasons of privacy, the individual candidates are not discussed at the meeting.

Additionally, the Del Mar Conflict of Interest Code requires that members of the Design Review Board, Planning Commission, and Finance Committee file Conflict of Interest Statements with the Administrative Services Department in conformance with the Fair Political Practices Commission and the City's Conflict of Interest Code. Other advisory committee members are not required to file Conflict of Interest Statements.

By signing below, you are acknowledging that you have reviewed the Committee webpage for which you are applying and that you understand the conflict of interest filing requirement, if applicable. Part of your service may include ethics and anti-harassment training upon appointment and bi-annually. Visit the [City's Conflict of Interest Code](#) webpage to learn more about the requirement.

By submitting this application, you are signing under penalty of perjury that the information you are providing, is true and correct to the best of your knowledge.

Signature

06-23-23

Date

Within three (3) business days you will receive a confirmation email that your application is received. If you have questions, please email cityclerk@delmar.ca.us or call (858) 755-9313 and a staff member will get back to you promptly.



City of Del Mar

Traffic & Parking Advisory Committee

Board Roster



Kenneth E Barrett

1st Term May 07, 2018 - Feb 29, 2024

Appointing Authority City Council

Position Vice Chair/Secretary



Jeffrey H Dysart

1st Term Jun 01, 2018 - Mar 01, 2024

Appointing Authority City Council



Katherine White

1st Term May 06, 2019 - Mar 02, 2024

Appointing Authority City Council



Robin Crabtree

3rd Term Sep 02, 2019 - Jun 01, 2025

Appointing Authority City Council



John L Imperato

1st Term Sep 02, 2019 - Jun 01, 2025

Appointing Authority City Council

Position Chair



Vacancy

Appointing Authority City Council

Category Business Owner/Representative



Vacancy



City of Del Mar Agenda Report

TO: Honorable Mayor and City Council Members

FROM: Kseniia Izgarskaia, Associate Management Analyst
Monica Molina, Finance Manager/Treasurer
Sarah Krietor, Administrative Services Manager
Via Ashley Jones, City Manager

DATE: July 10, 2023

SUBJECT: Consideration of the 2023-2027 Memorandum of Agreement between the City of Del Mar and the Del Mar Firefighters Association

REQUESTED ACTION/RECOMMENDATION:

Staff recommends that the City Council: 1) Adopt the Resolution (Attachment A) approving the Memorandum of Agreement between the City of Del Mar and the Del Mar Firefighters Association (Exhibit A to Attachment A); 2) Authorize the City Manager to execute the Agreement; and 3) Adopt a Resolution (Attachment B) adopting the Fire Employee Compensation Plan for Fiscal Year 2023-2024 (Exhibit A to Attachment B).

BACKGROUND:

The current two-year collective bargaining agreement, known as a Memorandum of Agreement (MOA), between the City and the Del Mar Firefighter Association (DMFA) began on July 1, 2021, and expired on June 30, 2023. As such, representatives from the City and DMFA began negotiating the terms of a new MOA starting in April 2023. Through a series of collaborative and productive meetings, the parties have reached tentative agreement to proposed terms for a new four-year MOA retroactively effective July 1, 2023 through June 30, 2027, pending City Council approval.

DISCUSSION/ANALYSIS:

Agencies statewide are experiencing challenges recruiting and retaining qualified fire employees. As such, the City and DMFA underwent a process to review the salaries, benefits, and practices of other local Fire agencies to ensure that the City continues to provide compensation that is both economically feasible and will enable the City to continue to attract and retain quality employees in a highly competitive job market.

The City and DMFA have reached tentative agreement on the provisions of a proposed new four-year MOA, the major points of which are outlined in this agenda report below, and the full changes are shown in redline in Attachment C. A clean copy of the proposed

City Council Action:

new MOA is included as Exhibit A to Attachment A. Additionally, Attachment B includes a Resolution to adopt a Fiscal Year (FY) 2023-2024 Fire Employee Compensation Plan that reflects the salary adjustments included in the proposed MOA.

Term

The proposed term of the MOA between the City and DMFA for is for a period beginning July 1, 2023 to June 30, 2027. If approved, all terms of the proposed MOA would be retroactively effective to July 1, 2023.

Salary Adjustments

The MOA includes a 2.5% cost of living adjustment (COLA) for all DMFA employees on July 1, 2023, a 3% COLA adjustment effective July 1, 2024, a 3% COLA adjustment effective July 1, 2025, and a 3% COLA adjustment effective July 1, 2026.

In addition to cost of living adjustments, the City routinely conducts regional salary comparisons for specific positions to ensure the City's compensation is competitive with the San Diego labor market. Based on the regional salary analysis conducted for this round of negotiations, market adjustments to all three fire positions are warranted.

As such, the MOA also includes one-time variable market adjustments of 5.2% for Firefighter/Paramedic; 3.6 % for Fire Engineer; and 3.4% for Fire Captain effective July 1, 2023. Given the highly competitive and challenging market for recruiting and retaining quality fire personnel; a significant increase to median regional salaries; and the cooperative management structure with the cities of Solana Beach and Encinitas which requires frequent personnel sharing, a market adjustment for each position is intended to decrease the disparity between Del Mar salaries and the regional median and to provide a more competitive advantage in terms of fire personnel recruitment.

Additionally, the MOA includes a one-time 2% signing bonus (based on an employee's current base salary) effective the first available pay period after July 1, 2023. This is a common labor negotiation practice and is being provided in lieu of other items requested by the DMFA during negotiations that may have been more costly to the City.

Sick Leave

The proposed amendments to the MOA section related to sick leave are based on the recent statutory changes and the resulting required updates to the MOA language. Pursuant to Assembly Bill 1041 (AB 1041) which went into law effective January 1, 2023, the category of individuals for whom an employee can take leave has been expanded to include a "designated person." AB 1041 requires that the designated person be identified by the employee at the time the employee requests the leave and that employees may identify a designated person once per a twelve-month period. The proposed revisions to the MOA implement the provisions of AB 1041 to comply with statutory requirements.

Bereavement Leave

On September 29, 2022, Governor Newsom signed Assembly Bill 1949 (AB 1949) that enacted Government Code Section 12945.7 and created protected bereavement leave, making it unlawful for an employer to refuse an eligible employee the opportunity to take up to five (5) days of bereavement leave upon the death of a family member. AB 1949 also removes the distance requirement and expands the type of accrued leave employees may take for the purpose of bereavement. The proposed revisions to the MOA section related to bereavement leave implement the provisions of AB 1949 to comply with statutory requirements.

Health Benefits

The MOA includes an increase of 4% to the City's cafeteria contribution for health benefits as of July 1, of each year of the Agreement, which is consistent with scheduled increases for other City employee groups and past increases to City cafeteria contributions. Each year prior to open enrollment, the City works with an insurance broker to evaluate costs and plans available through multiple insurance providers to ensure that employees have access to quality healthcare at an affordable rate.

Fortunately, over last several years, premium rates for City-offered insurance plans have decreased, remained flat, or only slightly increased. As such, the MOA includes a stipulation to the cafeteria provision for Fiscal Years 2025-2026 and 2026-2027, whereby if City's insurance rates decrease or stay the same, the cafeteria amounts will only be increased by 2%, as opposed to the 4% included in the MOA.

Educational Incentives

The City currently provides educational incentive pay to fire employees who poses an Associates or Bachelor degree. The proposed 2023-2027 MOA includes additionally language amending the educational incentive pay provisions to further clarify the administrative process and documentation needed for a qualified employee to receive educational incentive pay.

Paramedic Pay

The City of Del Mar requires that all employees in the Firefighter/Paramedic position maintain a valid paramedic license, while Fire Engineers and Fire Captains are not required to maintain a paramedic license. Due to the public benefit of employing Fire Engineers and Captains with paramedic licenses, the City, like most agencies in the County of San Diego, provides paramedic pay to Fire Engineers and Captains who posses this optional license. The 2023-2027 MOA proposes a change in paramedic pay structure from a 5% shift-based increase to a flat-rate \$150 monthly stipend. The monthly stipend model is common among San Diego County fire agencies and better aligns the City's paramedic pay benefit with other agencies.

Retirement Health Savings

The City established a Retirement Health Savings (RHS) program for Fire employees in 2018. The program includes mandatory employee contributions and does not include employer contributions. As such, the RHS plan is at no cost to the City. The proposed MOA includes an amendment to the City’s RHS agreement with MissionSquare that would allow fire employees to convert 24 hours of vacation annually to their RHS account. If the MOA is approved, staff would work with MissionSquare to amend the City’s RHS plan documents which would return to City Council for final approval.

Health and Wellness Program

The proposed MOA includes a new provision that will allow all fire employees the option to receive an annual wellness exam that meets National Fire Protection Association standards.

FISCAL IMPACT:

The annual costs associated with the MOA are summarized in the table below. If approved, sufficient funding is available in the Fiscal Year 2023-2024 Capital and Operating Budget to cover the initial costs of the new MOA, and any additional necessary budget adjustments will be included in the Midyear Budget process.

Cost	FY23-24	FY23-25	FY23-26	FY23-27
COLA Adjustment	\$ 36,160	\$ 45,340	\$ 46,850	\$ 47,600
Market Adjustment	\$ 58,768	\$ -	\$ -	\$ -
Paramedic Pay	\$ 9,650	\$ 9,650	\$ 9,650	\$ 9,650
Cafeteria Benefit	\$ 3,680	\$ 4,090	\$ 4,270.	\$ 4,440
One Time Bonus	\$ 19,650			
Annual Total	\$ 127,908	\$ 59,080	\$ 60,770	\$ 61,690

NEXUS TO CITY COUNCIL GOALS AND PRIORITIES:

This is an operational item and is not related to the City Council Goals and Priorities.

ATTACHMENTS:

- Attachment A – Resolution Approving the DMFA and City of Del Mar MOA FY 2023-2027 Exhibit A to Attachment A – Memorandum of Agreement (final)
- Attachment B - Resolution Adopting FY 2023-2024 Fire Employee Compensation Plan Exhibit A to Attachment B - Fire Employee Compensation Plan
- Attachment C – Memorandum of Agreement (revisions shown)

RESOLUTION NO. 2023-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, APPROVING THE MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF DEL MAR AND THE DEL MAR FIREFIGHTERS ASSOCIATION FOR THE PERIOD JULY 1, 2023 THROUGH JUNE 30, 2027

WHEREAS, the Employer-Employee Relations Resolution (Resolution 90-20) of the City of Del Mar establishes procedures for the meet-and-confer process to take place between the City's management representatives and representatives of recognized employee organizations, all in accordance with the provisions of the Meyers-Milias-Brown Act and applicable laws; and

WHEREAS, the City of Del Mar, through its management representatives, has met and conferred in good faith with the Del Mar Firefighters Association (DMFA), the representatives of each have exchanged information freely, opinions, and proposals on matters regarding wages, hours, and other terms and conditions of employment for employees in the DMFA; and

WHEREAS, the City Council has considered fully during the meet-and-confer process the proposals, information, opinions, and recommendations made by the Association on behalf of the employees in the DMFA; and

WHEREAS, the City and DMFA representatives have agreed on the term of the Memorandum of Agreement to be July 1, 2023 through June 30, 2027; and

WHEREAS, the City and DMFA representatives have agreed upon the adjustments to benefits and working conditions as contained in the attached Memorandum of Agreement, Exhibit A to this Resolution; and

WHEREAS, the Association has ratified the Memorandum of Agreement for the period July 1, 2023 through June 30, 2027; and

WHEREAS, the City's representatives have recommended that the City Council adopt the Memorandum of Agreement between the City of Del Mar and DMFA.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Del Mar, California, that it adopt the Memorandum of Agreement between the City of Del Mar and the DMFA, for and on behalf of the employees in the City's Fire Bargaining Unit (DMFA), which is attached hereto as Exhibit A and incorporated herein.

BE IT FURTHER RESOLVED, that the City Manager is authorized and directed to execute the Memorandum of Agreement.

BE IT FURTHER RESOLVED, that the City Manager is authorized and directed to implement and administer the Memorandum of Agreement and to execute, on behalf of the City Council, and administer any supplements or modifications to the Memorandum of Agreement, which may be necessary from time to time.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Del Mar, California, at a Regular Meeting held the 10th day of July, 2023.

Tracy Martinez, Mayor
City of Del Mar

APPROVED AS TO FORM:

Leslie E. Devaney, City Attorney
City of Del Mar

ATTEST AND CERTIFICATION:

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
CITY OF DEL MAR

I, Sarah Krietor, Administrative Services Manager/City Clerk of the City of Del Mar, California, DO HEREBY CERTIFY, that the foregoing is a true and correct copy of Resolution No. 2023-XX, adopted by the City Council of the City of Del Mar, California, at a Regular Meeting held the 10th day of June, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sarah Krietor, Administrative Services
Manager/City Clerk
City of Del Mar

MEMORANDUM OF AGREEMENT

between the

City of Del Mar

and the

Del Mar Firefighters Association

IAFF LOCAL 4163

Firefighter Unit

July 1, 2023 through June 30, 2027

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Preamble

This Agreement is made and entered into by and between the City of Del Mar (hereinafter "City") and the Del Mar Firefighters Association (hereinafter "Association").

This Agreement is entered into pursuant to the Meyers-Milius-Brown Act (Government Code Sections 3500-3511) and has been prepared jointly by the City and Association.

It is the purpose of this Agreement to achieve and maintain harmonious relations between the City and the Association to provide for equitable and peaceful adjustment of differences which may arise, and to establish proper standards of wages, hours and other conditions of employment.

Representatives of the City and the Association have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment and have exchanged freely information, opinions and proposals in a sincere effort to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

The parties agree that this Preamble is not subject to the grievance procedure.

Article 1 - Recognition

- 1.1 The City recognizes the Association as the exclusive representative for all classes assigned to the Firefighter Unit as well as such classes that may be added to this unit by mutual agreement of the parties.
- 1.2 All provisions and benefits of this Agreement shall be applicable to employees in classes in the above-mentioned bargaining unit, unless specifically provided otherwise herein.
- 1.3 The classes in this unit are listed in Appendix A.

Article 2 - Implementation

- 2.1 This Agreement constitutes a mutual recommendation to be jointly submitted to the City Council following ratification of the Agreement by the members of the Association.
- 2.2 If approved by the City Council, the City shall act in a timely manner to make the necessary changes to resolutions, rules, policies and procedures to implement and conform to this Agreement.

Article 3 - City Rights

- 3.1 It is agreed the City shall have the right to:
 - Determine the mission of its constituent departments, commissions, and boards;
 - Determine the procedures and standards of selection for employment and promotions;
 - Direct its employees, take disciplinary action for just cause;
 - Relieve its employees from duty because of lack of work or for other legitimate reasons;
 - Maintain the efficiency of governmental operations;

- Determine the methods, means and personnel by which government operations are to be conducted;
 - Determine the content of job classifications;
 - Take all necessary actions to carry out its mission in emergencies;
 - Exercise complete control and discretion over its organization and the technology of performing its work.
- 3.2 The exercise of such rights shall not preclude the Association from conferring with management representatives about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment.
- 3.3 Except in an emergency, management decisions shall not supersede the provisions of this Agreement.
- 3.4 Actions taken by management to meet an emergency that are not in compliance with this Agreement shall be in effect only for the duration of the emergency.

Article 4 - Employee Rights

- 4.1 It is agreed that each individual employee shall have the following rights which he/she may exercise in accordance with applicable laws, ordinances, and rules and regulations.
- 4.2 The right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of the management representatives, the supervisor, other employees, or employee organizations, with respect to his/her membership or non-membership in any employee organization or with respect to any lawful activity associated therewith which is within the scope of representation.

Article 5 - Association Access

- 5.1 Authorized Association representatives shall be granted access to work locations for the purpose of conducting grievance investigations or contacting members of the Association concerning business within the scope of representation.
- 5.2 Association representatives shall not interfere with the work operations of the City.
- 5.3 Association representatives have the right to meet with employees only during coffee, rest, or lunch breaks at a public City facility as may be available.
- 5.4 It is agreed that the Association may use City facilities to conduct general meetings when such facilities are available, as determined by the City.

Article 6 - Bulletin Boards

- 6.1 It is agreed that the City will allow bulletin boards in agreed upon places for the use of the Association in posting appropriate notices and announcements of meeting, elections, social activities and any other Association official business.
- 6.2 Prior to posting, such notices shall be initialed by an authorized Association representative or shall appear on official Association letterhead.

6.3 Such notices shall not ridicule, or defame managers, officers, or agents of the City.

Article 7 - General Provisions

7.1 **No Discrimination:** There shall be no discrimination against any personnel or applicant because of race, color, marital status, non-job related medical condition, religion, sex, sexual orientation, age, national origin, ancestry, or non-job related handicap or disability.

7.2 **Personnel Folder:** Employees shall have the right to review their individual personnel folder. Access shall be scheduled at the convenience of the parties. Except for information received as part of the recruitment process, no derogatory information shall be placed in an employee's folder without notifying the employee and giving the employee an opportunity to read and initial the information. Upon request, an employee may have a copy of information in his/her file, with the exception of information received during the recruitment process.

7.3 **Negotiating Team:** The City agrees to provide reasonable time off without loss of pay, during scheduled work hours, for representatives of the Association when said representatives are negotiating on matters within the scope of representation.

7.4 **Grievance Representative:** A representative of the Association shall be allowed to be present at the request of any employee, at any meeting with management involving a grievance, or any pre-disciplinary matter. The representative shall not interfere with normal work operations of the Department.

Article 8 - Payroll Deduction and Association Dues

8.1 It is agreed that Association dues and such other deductions as may be properly requested and lawfully permitted shall be deducted by the City from the salary of each employee covered hereby who files with the City a written authorization requesting that such deductions be made.

8.2 Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to the Association by the City.

8.3 It is not the intent of this article to alter the current practice of remitting dues and other deductions to the Association.

Article 9 - Severability

9.1 This Agreement is subject to all current and future applicable Federal, State, and local laws.

9.2 All City ordinances, rules and regulations and policies shall be subject to the appropriate revisions, amendments and deletions necessary to conform with the purpose, intent and application of the Articles of this Agreement.

9.3 If any Article or section of this Agreement is found by a Court of competent jurisdiction to be in conflict or inconsistent with such applicable provisions of Federal, State, or local

laws, the parties shall, where applicable, meet and confer for the purpose of arriving at a mutually agreeable replacement for such Article or section.

9.4 The validity of the remainder of this Agreement shall not be affected thereby.

Article 10 - Term

The term of this Agreement shall become effective July 1, 2023. This Agreement shall expire and otherwise fully terminate on June 30, 2027.

Article 11 - Renegotiations

In the event the Association desires to negotiate on the provisions of a successor Agreement, it shall serve upon the City, during the month of January of the last year of this Agreement, its written request to commence negotiations and its initial written proposals for such successor Agreement. Negotiations shall begin at a time mutually agreeable to the parties.

Article 12 - Agreement, Modifications, & Waivers

- 12.1 This Agreement sets forth the full and entire agreement of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements over these matters between parties, whether formal or informal, are hereby superseded or terminated in their entirety.
- 12.2 Except as specifically provided herein, it is agreed and understood that the parties hereto shall not be required, but do reserve the right upon mutual agreement, to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of representation, during the term of this Agreement.
- 12.3 No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed by all parties hereto.
- 12.4 The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.
- 12.5 During the term of this agreement, the Association agrees to meet and confer in good faith, at the request of the City, on proposed changes in wages and City-paid benefit contributions. The City shall give the Association notice and provide an opportunity to meet prior to implementation. The parties shall meet promptly and endeavor to reach an agreement in a timely manner. If an agreement is not reached in a timely manner, the City reserves the right to proceed by management direction.

Article 13 - Authorized Agents

For purposes of administering the terms and provisions of this Agreement:

The City's principal authorized representative shall be the City Manager or his/her duly authorized representative (address: 1050 Camino del Mar, Del Mar, CA 92014, telephone (858) 755-9313).

The Association’s principal authorized agent shall be the designated representative of the Del Mar Firefighters Association (address: Box 512, 2683 Via de la Valle #G, Del Mar, CA 92014).

Article 14 - Concerted Activities

- 14.1 It is agreed that there will be no strike, work stoppage, slow-down, picketing or refusal or failure to full and faithfully perform job functions and responsibilities, or other interference with the operations of the City by the Association or by its officers, agents, or members during the term of this Agreement, including the recognition of picket lines or additional compliance with the request of other labor organizations to engage in such activity.
- 14.2 Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so.
- 14.3 In the event of a strike, work stoppage, slowdown, or other interference with the operations of the City by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.
- 14.4 It is agreed that any employee violating this Article may be subject to discipline up to and including terminations by the City.

Article 15 – Salaries

- 15.1 Effective July 1, 2023, all employee classifications covered by this Agreement shall receive a 2.5% cost of living adjustment to their base salary on the first day of the pay period starting closest to July 1, 2023.
- 15.2 Effective July 1, 2023, all employee classifications covered by this Agreement shall receive a market adjustment to their base salary as follows:
 - Firefighter/Paramedic – 5.2%
 - Fire Engineer – 3.6%
 - Fire Captain – 3.4%
- 15.3 Effective July 1, 2024, all employee classifications covered by this Agreement shall receive a 3% cost of living adjustment to their base salary on the first day of the pay period starting closest to July 1, 2024.
- 15.4 Effective July 1, 2025, all employee classifications covered by this Agreement shall receive a 3% cost of living adjustment to their base salary on the first day of the pay period starting closest to July 1, 2025.
- 15.5 Effective July 1, 2026, all employee classifications covered by this Agreement shall receive a 3% cost of living adjustment to their base salary on the first day of the pay period starting closest to July 1, 2026.
- 15.6 On the first day of the pay period starting closest to July 1, 2023, all employees covered by this Agreement shall receive a one-time lump sum stipend in the amount of 2% of their base salary before the adjustments listed in Articles 15.1 and 15.2 of this Agreement.

Article 16 - Work Schedule and Staffing

- 16.1 This article is intended to define the normal hours of work and shall not be construed as a guarantee of work per day or per week, or of days of work per week.
- 16.2 **Workday/Workshift:** The normal workday shall be a twenty-four (24) hour period, beginning at 0800 and continuing until the next day, ending at 0800 hours (8 a.m. to the following 8 a.m.).
- 16.3 **Workweek:** The workweek shall average approximately 56 hours per week over a one (1) year period.
- 16.4 **Emergencies:** Nothing herein shall be construed to limit or restrict the authority of management to make temporary assignments to different or additional locations, shifts, or duties for the purpose of meeting an emergency. Such emergency assignments shall not extend beyond the period of said emergency.
- 16.5 **Staffing:** The minimum staffing for the Del Mar Fire Department shall be 1 Fire Captain, 1 Fire Engineer and 1 Firefighter/Paramedic.
- 16.6 **Shared Resource Pool:** City and the Association anticipate that City will enter into an agreement with neighboring cities to share fire safety personnel ("Shared Resource Pool"). City and the Association approve of a Shared Resource Pool, subject to approval by the City Council.

Article 17 - Overtime

- 17.1 All employees are eligible for overtime pay computed at one and one-half times their FLSA regular rate for all hours ordered by management and worked by the employee in excess of 182 hours worked in a twenty-four (24) consecutive day work period.
- 17.2 For the purpose of determining hours worked to satisfy the FLSA overtime requirements, "hours worked" shall include holidays (as provided for in Article 25, Holidays), sick leave and vacation time.
- 17.3 All holidays listed in Article 25, Holidays, shall be considered as hours worked when totaling hours worked for the purposes of computing emergency overtime eligibility. "Emergency" shall be defined as an unanticipated circumstance which requires immediate response.
- 17.4 The overtime work period shall be as determined by the City.
- 17.5 All overtime shall be authorized in writing by the department head prior to being compensated.
- 17.6 All overtime shall be paid to the nearest quarter hour worked.
- 17.7 Employees eligible for overtime pay may elect to receive compensatory time off (CTO) at time and one-half (1 1/2) in lieu of overtime pay.

- 17.8 An employee may accrue and have a maximum current credit of ninety-six (96) hours of CTO.
- 17.9 Effective upon implementation of this Agreement, the City and Union agree to modify the employee compensation to provide biweekly pay consisting of 106 hours of straight time and 6 hours of FLSA overtime for hours worked in accordance with FLSA regulations.

Article 18 - Work Clothes

- 18.1 The City shall continue to provide work clothes for those jobs where work clothes are currently provided and for such new jobs as determined by the City.
- 18.2 Such work clothes shall be of a color and design determined mutually by the parties, but if no agreement can be reached, then the determination shall be made by the City.
- 18.3 Employees shall give reasonable care to City provided work clothes.

Article 19 - Required Footwear

- 19.1 Employees required by the City to wear protective footwear for safety reasons, shall continue to be reimbursed for the purchase of such footwear or continue to have such footwear provided by the City, as appropriate.
- 19.2 The footwear shall have the safety features required by the City.

Article 20 - Exchange of Shifts

- 20.1 The exchange of shifts shall be a privilege which is allowed by the City and granted by the Fire Chief or his designee. An employee shall be allowed to trade hours worked with another employee, at the initiation of the employees involved only after the request has been submitted in advance, under the following conditions:
- 20.2 Exchanges shall be rank for rank except that employees may exchange with a rank for which they are qualified as determined by the Fire Chief.
- 20.3 The tracking and scheduling of trades shall be handled in the current scheduling system. All trades shall be entered into the current scheduling system prior to the trade time worked. The trade can only be entered into the scheduling system by the “Trade Working” employee, or by a shift Captain at the request of the employee. This confirms that the employee has agreed to the trade.
- 20.4 Upon approval of an exchange, the relieving employee is responsible for working on the subject date and the relieved employee is divested of responsibility for coverage on that date.
- 20.5 Sick leave cannot be used to cover trade payback hours. In the event the relieving employee calls in sick on a trade, or misses a scheduled trade, he/she will accrue “Time Owed” to the Department. Time Owed must be paid back, on an hour-for-hours basis, within one (1) year

of accrual. Time Owed is to be paid back in lieu of overtime hours. Neither vacation time nor “Comp. Time” may be used to cover missed trades.

- 20.6 Relieved employees shall assume responsibility for repayment of shift exchanges.
- 20.7 The Fire Chief, or his designee, may refuse any shift trade that could affect the training or staffing needs of the Fire Department.
- 20.8 Exchanges shall be at no cost to the City. Hours traded are to be considered “time neutral” for FLSA accounting. Meaning they have no cost for, or against, hours worked.
- 20.9 An employee shall not be allowed to exchange shifts if the employee has more than seventy-two (72) hours in outstanding Time Owed to the Department for missed trades. The Fire Chief may suspend this rule for an individual for extended illness, injury, or other hardship.
- 20.10 In the event of an employee retiring or leaving service, any time trades owed must be paid back prior to departure. It is the responsibility of the employee who is “owed a time payback” to ensure the time is re-paid
- 20.11 During the probationary period, employees cannot owe more than forty-eight (48) hours of time trades. The Fire Chief or designee may grant additional hours for hardship.

Article 21 - Tuition Reimbursement

- 21.1 A fund shall be established for tuition reimbursement. The City shall pay up to one thousand dollars (\$1,000) per employee per fiscal year (provided funds are available) towards tuition reimbursement.
- 21.2 Prior to enrolling in a course, an employee must secure department head approval that the course work is job-related and submit to the department a proposed expenditure request.
- 21.3 Upon conclusion of the course work, the employee must submit proof of a "C", "pass" or other appropriate notice of successful course completion to his/her department head along with an expenditure claim for tuition, books, or other required course materials.
- 21.4 This fund is not intended to preclude other training or course work which may have been contemplated by departments for such employees.
- 21.5 There shall be a joint Association/City committee established to develop and update a list of classes which shall be eligible for tuition reimbursement.

Article 22 - Mileage

- 22.1 Employees shall be reimbursed at the maximum allowable exempt rate of reimbursement provided by the Internal Revenue Service for the authorized use of their private vehicle on City business.
- 22.2 Employees shall also be reimbursed for parking fees paid while using their vehicle on City business.

Article 23 - Work Out-of-Grade

- 23.1 The term "work out-of-grade" shall be defined as the full-time performance of the significant duties of a vacant, funded position in one classification by an individual in a classification with a lower compensation range.
- 23.2 If an employee is required by management to work out of grade for more than one hour the department head shall appoint the employee on an out-of-grade position.
- 23.3 Compensation for such appointment shall be effective from the first hour of such appointment.
- 23.6 An employee eligible to be paid for working out-of-grade shall receive a 5% increase. In the event the 5% calculation results in a salary that is between salary steps (e.g.; if the 5% calculation is between steps C and E) the pay shall be computed at the 5% rate. It shall not be rounded up to the next step and the pay cannot exceed the salary range of the acting classification.

Article 24 - Call Back

- 24.1 Call back work is defined as work required by management of an employee who, following completion of the employee's workday or work week and departure from the employee's work site, is unexpectedly ordered to report back to duty to perform necessary work.
- 24.2 Employees who are called back shall receive a minimum of four (4) hours compensation at time and one half between 12 midnight and 6 a. m., and a minimum of two (2) hours compensation at time and one half between 6:01 a. m. and midnight.
- 24.3 Whenever an employee is called back, the employee shall receive the minimum provided or pay for hours actually worked, whichever is greater.
- 24.4 Hours worked shall be calculated beginning at the time the call back is received by the employee and ending when the employee is relieved of duty.
- 24.5 If an employee, who was called back to work and has completed his/her assignment and left work, is again called back to work, he/she will not receive another minimum if the time of return is within the previous call back minimum.

Article 25 - Holidays

- 25.1 The following days are the holidays for the employees in this unit:

Independence Day	July 4th
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24th

Christmas Day	December 25th
New Year's Eve	December 31st
New Year's Day	January 1st
Martin Luther King Day	3rd Monday in January
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May

25.2 When a day is proclaimed by the Mayor of the City for a public fast, Thanksgiving, day of mourning, or holiday, then day shift employees shall be granted time-off and 24-hour shift employees shall receive an additional 11.6 hours of pay for the pay period in which the holiday proclaimed pursuant to this Article occurs.

Day Shift Employees:

25.3 An employee who works on the day a holiday is observed, as provided above, shall be paid for the holiday, just as all employees are paid for the holiday.

25.4 In addition to being paid for the holiday, the employee shall be compensated for the hours he/she actually works on the holiday.

25.5 Such compensation shall be either cash or compensatory time off, at the employee's option.

24-Hour Shift Employees:

25.6 If a holiday falls on an employee's regularly scheduled workday, the employee shall not receive the holiday as a day off. Rather, the employee shall be compensated for the holiday as provided in 25.7 below.

25.7 In each pay period in which a holiday occurs, each 24-hour shift employee shall receive holiday compensation of eleven and six-tenths (11.6) hours paid at their base hourly rate, in addition to their regular compensation.

Article 26 - Vacation

26.1 Except as provided for in section 26.2 below, employees shall earn vacation leave based on the following:

Years of Service	Vacation
0 - 3 years	114.5 hrs/yr or 4.404 hrs/pp
4 - 10 years	171.75 hrs/yr or 6.605 hrs/pp
11 years and above	229 hrs/yr or 8.808 hrs/pp

26.2 Employees shall not earn vacation once their accrued vacation balance has reached three hundred and eighty-four (384) hours.

26.3 Employees who have exceeded the maximum shall again begin to earn vacation when their balance is reduced below the 384 hour maximum.

26.4 Upon termination of employment with the City, an employee may opt to receive pay for his/her current vacation leave balance (at the employee's current base hourly rate) or

choose to have the City deposit the pre-taxed funds into the employees 457(b) plan not to exceed Internal Revenue Service (IRS) annual limits.

- 26.5 When employees take vacation, their accrued vacation bank shall be reduced by one (1) hour for each one (1) hour taken.

Article 27 - Sick Leave

- 27.1 During the term of this agreement, sick leave shall be accrued at the rate of 11.6 hours for each calendar month of service.
- 27.2 There shall be no maximum to the amount of sick leave that an employee may accumulate.
- 27.3 When an employee takes sick leave, their accrued sick leave bank shall be reduced one (1) hour for each one (1) hour taken.
- 27.4 The City's contract with PERS shall include sick leave conversion for retirement credit.
- 27.5 Sick leave may be used for personal illness or injury, emergency or routine medical or dental appointments, including pregnancy as provided in Article 29, Maternity Leave, and for reasonable travel time to and from health care facilities.
- 27.6 Up to forty-eight (48) hours of sick leave may be used to care for a member of the employee's immediate family who is ill or injured.
- 27.7 27.7 For purposed of this Article, immediate family is identified as: Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis), Spouse or Registered Domestic Partner, Parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), Grandparent, Grandchild, Sibling, Designated Person (Any individual related by blood or whose association with the employee is equivalent to that of a family relationship. Must be identified at the time of the requested leave. Employees may identify one designated person per 12-month period).

Article 28 - Personal Leave

- 28.1 Employees have the option of taking a maximum of up to three (3) shifts of sick leave each year as personal leave.
- 28.2 An employee may take personal leave, if and only if, the employee has a current sick leave balance that is at least equal to the number of personal leave hours the employee wants to take.
- 28.3 Employees are required to obtain management approval prior to taking personal leave.

Article 29 - Maternity Leave

- 29.1 An employee disabled by pregnancy, childbirth, or related medical condition shall be granted leave for the duration of the disability, as needed for all disabilities related to each pregnancy.
- 29.2 An employee may utilize time from her accrued vacation balances or accrued sick leave balances to cover the period of her absences.
- 29.3 An employee who plans to take maternity leave shall give the City reasonable advance notice, and an estimate of the duration of her absence.
- 29.4 If the employee meets the requirements of 29.3 above, then upon return to work, the employee shall be placed in her same job.
- 29.5 The employee shall notify the City at least thirty (30) calendar days prior to her return from maternity leave of her intention to return to work, and provide the City with satisfactory written verification from a physician or other licensed health care practitioner, that her disability has ceased.

Article 30 - Bereavement Leave

- 30.1 Employees may have up to two (2) shifts leave of absence for each death in their immediate family for the purpose of bereavement, and for the arranging of and attendance at, the funeral.
- 30.2 For the purposes of this Article, immediate family means spouse, domestic partner, child, parent, sibling, grandparents, grandchildren, aunt, uncle; the aforementioned either natural, step or in-law, or any person over which the employee acts as legal guardian.
- 30.3 Employees have the option to extend bereavement leave for up to three (3) shifts beyond the two (2) paid shifts provided, for a total of up to five (5) shifts. An employee who elects to extend their bereavement leave beyond the two paid shifts provided, can do so by taking unpaid leave or by using leave from his/her current accrued and available leave balances, such as vacation, personal leave, sick leave, or compensatory time off that is otherwise available to the employee.
- 30.4 Leave taken under these provisions must be taken within three (3) months of the death of the immediate family member but need not necessarily be taken on consecutive days. Employees are eligible for this leave, as needed for each qualifying event, after thirty (30) days of employment.
- 30.5 An employee who is requested by Management to represent the City of Del Mar at a funeral shall be compensated for such attendance.

Article 31 – Union Time Bank

- 31.1 During the month of January, Employees may voluntarily donate up to 4 hours of vacation or holiday leave per calendar year to a Union Time Bank to be used by employees to attend such activities as conferences, educational opportunities, and related union business as

verified and authorized by the President of the Association (or his/her designee) and approved by the City Manager (or his/her designee). Such time shall not be considered City work time, but rather, off duty time engaged in voluntary union business activities. The use of such leave time shall be considered hours worked under the Fair Labor Standards Act (FLSA) in the same way as paid vacation/holiday leave.

- 31.2 Donated leave time shall be converted at the employee's current hourly rate. Funds placed in the bank must be used by the end of the calendar year and there will be no pay out of unused hours and no carryover of funds to the next calendar year.
- 31.3 In the event there are insufficient funds in the bank to cover the employee's time attending to union business, the employee is required to obtain advance approval for paid or unpaid leave to cover any absence from work.
- 31.4 The Association indemnifies and holds the City of Del Mar harmless from any claims of any kind arising from the use of these funds. An employee paid with these funds is not considered working or performing duties within the scope of his/her position for the City of Del Mar while engaged in union business activities under the Article.

Article 32 - Unpaid Leave

- 32.1 An employee may be granted up to eight (8) work shifts of unpaid leave of absence at the sole discretion of the City.
- 32.2 Such leave shall be granted only for compelling reasons if operational requirements permit such absence.
- 32.3 Leave without pay shall not be granted unless the employee has already used all appropriate paid leave.
- 32.4 Such leave may be extended beyond eight (8) work shifts with the approval of the City Manager.

Article 33 - Witness Pay

- 33.1 An employee who serves as a witness within the line of City duty, or on a case related to the employee's job, will receive paid release time for such service.
- 33.2 An employee required to be absent from work by a properly issued court subpoena which compels the employee's presence as a witness, unless the employee is a party or an expert witness, shall receive release time to comply with such subpoena.
- 33.3 To receive release time as provided above, the employee shall deposit with the City any witness fees actually received, except mileage.
- 33.4 An employee who serves as a witness within the line of City duty, or on a case related to the employee's job, on a day that is a regularly scheduled day off, shall be paid at the employee's base hourly rate or at time and one-half, if the employee otherwise qualifies for overtime compensation, for all hours the employee actually is required to be in Court.

Article 34 - Jury Duty Pay

An employee ordered by the Court to serve on jury duty, shall receive paid release time while actually serving such duty, if the employee deposits any fees for service, other than mileage, with the City.

Article 35 - Retirement

35.1 For classifications covered by this agreement hired in the unit **BEFORE** July 1, 2013:

Employees in classifications covered by this agreement, that were hired before July 1, 2013, shall pay a total of twelve-percent (12%) of the CalPERS costs.

The City will off-set that cost by contributing a total of three-percent (3%) to a City-sponsored 401(a) plan on behalf of employees in classifications covered by this agreement that were hired before July 1, 2013.

The City shall continue to provide the full three-percent (3%) off-set on an on-going basis for current employees in the unit that were hired before July 2013, as long as the employees are picking up twelve-percent (12%) of the CalPERS costs.

For classifications covered by this agreement hired in the unit **AFTER** July 1, 2013:

“Classic” CalPERS members that are hired after July 1, 2013, shall pay the full amount of twelve-percent (12%) of the Employee Contribution to CalPERS with no City off-set contribution, except for employees transferring or promoting from the cities of Encinitas, Solana Beach, or Del Mar who shall be eligible for the Off-Set payment into a City-sponsored 401(a) plan..

Pursuant to the Public Employee Pension Reform Act, (PEPRA) “New” CalPERS employees shall pay fifty-percent (50%) of the expected total normal cost rate for the retirement benefit formula as determined by the actuarial provided by CalPERS. In addition, if the employee’s portion of the total normal cost is below twelve-percent (12%), the new employee shall pay up to twelve-percent (12%) of the CalPERS costs.

35.2 An employee has no option to receive the contributed amounts directly instead of having them paid by the City to PERS on behalf of the employee.

35.3 The Association understands and agrees that employees bear the risk of payment of any increases in the employee contributions above the current percentage made by action of the PERS or the state legislature.

35.4 Parties agree that City payment of PERS contributions is made based upon tax treatment currently permitted by the State Franchise Tax Board and the IRS.

35.5 Should current tax treatment change, the Association and the employee hold harmless the City, its officers and agents from any and all claims or costs of any type including but not limited to liability for back taxes, arising out of this agreement to pay part of the employee's PERS contribution.

- 35.6 Should current tax treatment change, the Association shall have the opportunity to meet and confer regarding any such changes.
- 35.7 The City shall continue payroll accounting procedures to allow the employee paid PERS contribution to be made on a pre-tax basis.
- 35.8 The City agrees to amend its contract with PERS to provide employees in this unit the option to purchase PERS service credit based on eligible prior military experience. The City also agrees to support employee efforts to purchase PERS service credit if PERS determines that prior work performed for the City is eligible for conversion. The Association understands that any and all costs associated with the purchase of PERS service credit based on military service or prior work with the City shall be the responsibility of the employee and not the City.
- 35.9 Second Tier Retirement Plan - Effective on or about July 1, 2011, the City amended its CalPERS contract to implement a second tier retirement formula, the 3% @55 Retirement Benefit, for all employees hired after its implementation.

Article 36 - Insurance Committee

- 36.1 The City and the Association shall continue to meet as a committee to investigate alternative health insurance plans and carriers in an effort to provide a reasonable plan at the lowest possible cost.
- 36.2 Such committee shall meet periodically as determined by the City.

Article 37 - Health Insurance

- 37.1 The parties agree that the City has the right to provide this insurance by self-insurance, through an insurance company, or by any other method which provides the coverage outlined. Unless otherwise recommended by the insurance committee, the City shall make at least two (2) insurance providers available for employees.
- 37.2 Prior to changing the current method of coverage, the City shall discuss the change with the Association.
- 37.3 During the term of the Agreement, the City shall make monthly contributions toward health and dental insurance premiums as provided in Section 37.4. It is intended that the City’s contributions for health and dental benefits as set forth in this Agreement, match those provided to the Del Mar City Employees Association (DMCEA) during the term of this Agreement. If the DMCEA, or any other bargaining unit, receives a more desirable health care package (Article 37) than the existing plan with the DMFA, such benefits shall also be offered to the DMFA as a “most favored nations” (MFN) on health care provisions; this includes Opt Out Provisions (Article 37.6).
- 37.4 During the term of this Agreement, the City shall make monthly contributions towards health and dental insurance premiums as provided in the table below, which represents a 4% increase for each year:

Coverage	July 1, 2023	July 1, 2024	July 1, 2025*	July 1, 2026*
Employee Only	\$1,182	\$1,230	\$1,279	\$1,330
Employee +1	\$1,454	\$1,512	\$1,572	\$1,635
Employee + 2	\$1,544	\$1,606	\$1,670	\$1,737

*In the event the majority of the City’s insurance plans’ premium rates decrease or stay the same in years beginning on July 1, 2025, and July 1, 2026, the cafeteria amounts will be increased by 2% instead of the 4% provided in the table above.

- 37.5 In the event that the total cost of benefits selected exceeds the allowance, the difference shall be deducted from the employee’s salary as a “salary reduction” item; i.e. paid with pre-tax dollars. If the allowance exceeds the total cost of the benefits selected, the difference shall be paid to the employee in cash, or as allowed for by law.
- 37.6 Opt Out Provision: Employees who verify proof of coverage by an outside plan may opt out of the City coverage and be eligible for the Opt Out Provision (\$400 per month). In the event that the Opt Out Provision has a negative impact on the City’s ability to obtain health coverage due to declining enrollment in health plans, the City Manager has the authority to terminate the Opt Out Provision.
- 37.7 The City shall provide each employee a summary of the coverage for the plan under which the employee is covered.
- 37.8 Employees who retire from the City of Del Mar will have the opportunity to bear the entire cost of their access to the City’s health insurance programs and that continued access to health insurance benefits will require the approval of existing health insurance providers which is believed likely but not guaranteed by the City. In making any amendments to such contracts City shall have the right to agree to those terms and conditions to such amendments, if any, necessary to implement this benefit, so long as any such amendments provide access to health insurance programs as contemplated herein. In the event the current health insurance providers deny retiree access to health insurance benefits at any time during the term of this Agreement, the City shall have no obligation to contract for additional health insurance programs which provide access to health insurance benefits for retirees. Nothing herein contained is intended to guarantee the availability of any particular health insurance program to be offered to City’s employees and retired employees. The retiree health insurance availability is at the sole discretion of the City Manager and can be terminated at any time.

Article 38 - Life Insurance

- 38.1 The parties agree the City has the right to provide this insurance by self-insurance, through an insurance company, or by any other method which provides the coverage outlined.
- 38.2 Prior to changing the current method of coverage, the City shall discuss the change with the Association.
- 38.3 The City shall provide term life insurance for each employee in the amount of the employee's annual salary not to exceed \$50,000. Employees may, through payroll

deductions, purchase dependent coverage in the amount of \$5,000 for their spouse and children (children 14 days to 6 months = \$500).

38.4 Effective not later than July 1, 2001, the City shall amend the current PERS contract to provide the fifth level of the 1959 Survivor Benefits for Local Fire Members.

Article 39 - Dental Insurance

39.1 The parties agree the City has the right to provide this insurance by self-insurance, through an insurance company, or by any other method which provides the coverage outlined.

39.2 Prior to changing the current method of coverage, the City shall discuss the change with the Association.

Article 40 - Deferred Compensation

40.1 Employees shall continue to have the option of participating in the City's deferred compensation plan.

40.2 The City has the option of changing plans or providers, however, prior to making any such change, the City shall notify the Association and shall discuss the reasons for the change.

40.3 The City agrees to explore the viability of adding more than one deferred compensation carrier and will involve the Association in that process.

Article 41 - Grievance Procedure

General Provisions

41.1 "Grievance" is defined as an alleged violation, misinterpretation, or misapplication of this agreement, which adversely affects an employee(s).

41.2 "Grievant" is an employee or a group of employees.

41.3 Time limits may be waived by mutual written agreement of the parties.

41.4 If time limits are not met, the grievance may be advanced to the next step at the option of the party waiting for the response.

41.5 A grievant may be represented by a representative of his/her own choice at any step in the presentation of his/her grievance.

41.6 No reprisal shall be taken against any employee for the legitimate use of this procedure.

41.7 A grievance shall be filed in writing within thirty (30) calendar days of the date on which the employee knew or reasonably should have known of the alleged grievable incident.

41.8 Any grievance not timely filed or appealed within specified time limits, shall be null and void.

Procedure

- 41.9 STEP 1: The grievant shall first attempt to resolve the problem through discussions with his/her immediate supervisor.
- 41.10 Such discussions shall be initiated within the time period defined in 40.7 above.
- 41.11 The parties shall make a sincere effort to resolve the problem at this step in a prompt and expeditious manner.
- 41.12 STEP 2: If the problem is not resolved at Step 1 and the grievant wishes to appeal, the grievant shall file a written grievance within the time limits defined in 40.7 above with his/her immediate supervisor.
- 41.13 Such grievance shall be filed on the form provided by the City and the form shall be completely filled out in clear, factual and concise language.
- 41.14 Each party has the option of requesting a meeting to discuss the grievance.
- 41.15 The supervisor shall respond in writing to the grievance within seven (7) days of receipt of the grievance.
- 41.16 STEP 3: If the problem is not resolved at Step 2 and the grievant wishes to appeal, the grievant shall file a written appeal with his/her department head within seven (7) days of the supervisor's response.
- 41.17 Such appeal shall be filed on the form provided by the City and shall state the reasons the answer at the previous step was not acceptable.
- 41.18 The department head shall hold a meeting with the employee to discuss the grievance.
- 41.19 The department head shall respond in writing to the grievance within seven (7) days of receipt of the grievance.
- 41.20 STEP 4: If the problem is not resolved at Step 3 and the grievant wishes to appeal, the grievant shall file a written appeal with the City Manager or his/her designee within seven (7) days of the department head's response.
- 41.21 Such appeal shall be filed on the form provided by the City and shall state the reasons the answer at the previous step was not acceptable.
- 41.22 The City Manager or designee shall hold a meeting with the employee to discuss the grievance.
- 41.23 The City Manager or designee shall respond in writing to the grievance within ten (10) days of receipt of the grievance.

Mediation

- 41.24 STEP 5: If the problem is not resolved at Step 4 and the grievant wishes to appeal, the grievant shall, within ten (10) days from the response of the City Manager, request that the City Manager set up mediation.
- 41.25 A State Mediator shall mediate the dispute according to the normal rules governing mediation.
- 41.26 There shall be no cost to the parties.

Article 42 - Layoffs and Re-Employment

- 42.1 In the event of a layoff, employees who have been promoted during their service with the City may bump back one classification in their career series to a position they formerly held, if there is an employee in the lower classification with less seniority than the employee who wants to bump.
- 42.2 For purposes of this Article, seniority shall be defined as the number of months of paid time since the employee's most recent date of hire with the City.
- 42.3 Employees on layoff shall be offered re-employment in the inverse order of layoff, provided no intervening factors have occurred which essentially change the ability of the employee to perform the offered employment.
- 42.4 Employees recalled to work shall return to work at the time specified by the City.
- 42.5 The City shall give the employee reasonable advance notice.
- 42.6 Employees who fail to report to work shall be considered as having resigned.
- 42.7 Any laid-off employee who refuses an offer of employment to the classification from which they were laid off shall be considered as having resigned.
- 42.8 Employees on a layoff re-employment list shall have preference over new hires.

Article 43 - Personnel Rules & Regulations

- 43.1 The Articles of this agreement listed below are also covered in the City Personnel Manual. It is the intent of the parties that the provisions in both the Personnel Manual and the agreement be the same. If there is a conflict between the two the provisions of this agreement shall prevail over the Personnel Manual. The affected Articles are:

Article 16 Work Schedules
Article 17 Overtime
Article 21 Tuition Reimbursement
Article 22 Mileage
Article 23 Work Out-of-Grade
Article 24 Call-Back
Article 25 Holidays
Article 26 Vacation

Article 27 Sick Leave
Article 28 Personal Leave
Article 29 Maternity Leave
Article 30 Bereavement Leave
Article 31 Unpaid Leave
Article 32 Witness Pay
Article 33 Jury Duty Pay
Article 40 Grievance Procedure
Article 41 Layoffs & Reemployment

Article 44 - Americans with Disabilities

- 44.1 The parties recognize that the City may be required to make accommodations in order to carry out its obligations under the Americans with Disabilities Act (ADA). Some of these accommodations may require actions which are contrary to the language or intent of existing provisions of this agreement. In such cases, the parties agree that such accommodation shall not constitute a "past practice" or waiver by either party of its right to fully enforce such provisions in the future with regard to persons not subject to the protections of the ADA.
- 44.2 The parties recognize that circumstances surrounding ADA compliance in individual cases may involve matters which are personal and require the utmost confidentiality. Specifics of an individual case may not be divulged by the City.

Article 45 – Job Fitness Evaluations

- 45.1 Transitional Return to Work (TRTW) Policy

Purpose

The City is committed to providing a work environment that is free from discrimination. In keeping with this commitment, the City maintains a strict policy prohibiting discrimination and harassment of injured employees.

The City's Transitional Return to Work (TRTW) Program is designed to assist full-time employees in recovering from work-related and non-work-related injuries or illnesses and returning them to their usual and customary occupation as early as possible.

Policy

It is the policy of the City of Del Mar that:

A. DEFINITIONS:

1. Temporary Return To Work (TRTW) Assignment is defined as a temporary work assignment, which is made as a result of a work-related or non-work-related injury or illness that has resulted in the employee being unable to perform the essential job duties specified in the employee's job description. TRTW assignments that are medically appropriate will be offered whenever possible to injured full-time employees, who are temporarily precluded from performing their normal duties.

2. TRTW Coordinator: The City Manager’s designee will act as the TRTW coordinator.

B. ELIGIBILITY:

To be eligible for or to continue a TRTW assignment, the employee must:

1. Inform the Supervisor of the work related or non-work-related injury or illness no later than the first regular workday following knowledge of the injury or condition or as soon as possible if the specific circumstances do not allow such notice. If the injury is work-related, the employee must follow all workers’ compensation procedures.
2. Be expected to return to full duty in his/her regular position.
3. Provide a statement from the Health Care Provider on the required City form, Attachment A, which indicates all modified work restrictions. The information provided by the Health Care Provider should be based upon the job description for the employee’s position and be as specific as possible to ensure that any TRTW assignments will not exacerbate the employee’s injury or illness.
4. Comply with all modified work restrictions that the Health Care Provider specifies. The TRTW Coordinator may request clarification of work restrictions from the Health Care Provider.
5. Provide an updated statement from the Health Care Provider after each related appointment (medical, physical therapy, etc.), unless otherwise specified by the TRTW Coordinator.
6. Keep supervisors and the TRTW Coordinator notified of upcoming medical appointments related to the injury or illness, status of work restrictions and anticipated date of returning to full duty.
7. Comply with all City personnel rules and regulations and safe work practices as required.
8. Schedule related appointments (medical, physical therapy, etc.) for the first or last two hours of the work day whenever possible and not attend medical or physical therapy appointments more than three times per week during work hours without prior approval of the TRTW Coordinator.
9. Submit at any time to a medical evaluation performed by a CITY Health Care Provider at City expense. Such evaluations shall be the final determination as to duration and assigned duties of all TRTW assignments.

C. TRTW ASSIGNMENTS:

1. TRTW assignments might consist of the following:
 - i. The employee’s regular job, modified to be within the work restrictions;
 - ii. One or more job duties in the employee’s department which are within the work restrictions; or, when (a) and (b) are not available,
 - iii. Other job duties in other City departments, which are within the work restrictions.
2. An assignment will be considered as a TRTW assignment when it is temporary, medically suitable, and the employee possesses the qualifications and skills necessary to satisfactorily perform the duties.
3. An employee on a TRTW assignment will not work overtime assignments or holidays without the express permission of the Department Head and/or the TRTW Coordinator.

4. An employee on a TRTW assignment must promptly notify the appropriate Supervisor/Department Head if they are unable to perform the duties of the TRTW assignment.
5. Subject to the applicable conditions/requirements of the Family and Medical Care Act (FMLA) and the California Family Rights Act (CFRA), a TRTW assignment is mandatory if it is due to a work-related injury or illness and an assignment within the employee’s work restrictions is available.
6. An employee with a non-work-related injury and/or illness may voluntarily request a TRTW assignment. If the employee refuses or chooses to discontinue a TRTW assignment offered by the City, the City is not obligated to provide alternatives.
7. An injured workers’ regular position will not remain vacant indefinitely. However, the City will follow all applicable laws when considering filling positions that are vacant due to an injury and/or illness and will attempt to first exhaust all reasonable alternatives to hiring a regular replacement.
8. When more than one employee at any given time is eligible for a TRTW assignment, the employee injured as a result of a work-related injury or illness will be given priority over an employee not cleared for full unrestricted duty due to a non-work-related injury or illness.
9. The City will comply with all applicable laws to provide a “reasonable accommodation” for “qualified individuals” under the California Fair Employment and Housing Act (FEHA) and the Americans with Disability Act (ADA) as well as all conditions/requirements of the Family and Medical Care Leave Act (FMLA) and the California Family Rights Act (CFRA).

D. APPROVAL AND DURATION OF TRTW ASSIGNMENT:

1. Upon approval for a TRTW assignment by a Health Care Provider, the TRTW Coordinator shall determine if a specific short term need exists in an appropriate assignment that complies with the eligibility requirements of this policy.
2. If eligibility requirements can be met, the TRTW Coordinator authorize a TRTW assignment in a specific department. The TRTW Coordinator may, with the concurrence of the Department Head and the City Manager, approve those TRTW assignments deemed to be in the best interest of the City.
3. Once the TRTW assignment has been identified, the TRTW Coordinator will prepare an agreement which outlines the duties of the assignment as well as the employee’s restrictions as provided by the employee’s Health Care Provider. Both the employee and the employee’s Supervisor will be required to sign the agreement to assure that they understand what is expected of them throughout the term of the TRTW assignment. Failure by either the employee or the Supervisor to comply with the conditions stipulated in the agreement may result in disciplinary action.
4. The TRTW assignment will be limited to ninety (90) calendar days in duration. Following each related appointment (medical, physical therapy, etc.), the TRTW Coordinator will re-evaluate the appropriateness of continuing the TRTW assignment. The City may determine that it has a bona fide business necessity to fill vacant positions in order to continue levels of public service. Therefore, TRTW assignments may not be guaranteed for the full ninety (90) days.

5. If circumstances warrant, the duration of the TRTW assignment may be extended if recommended by the TRTW Coordinator and approved by the employee’s Department Head and the City Manager.
6. The City may discontinue the TRTW assignment at any time if the City deems it is no longer in the best interest of the City to continue the assignment.

E. COMPENSATION:

1. Employees performing in a TRTW assignment capacity shall continue to receive the rate of pay of their regular assignment. Therefore, if the injury or illness is work-related, the employee will not be eligible for workers’ compensation temporary total disability (TTD) benefits, during periods of full-time assignment. Also, the employee will not be eligible for long-term disability benefits.
2. If a TRTW assignment is part-time, the employee will continue to receive the rate of pay of their regular assignment and applicable accrued benefits will be pro-rated based on the number of hours worked each pay period. In addition, the employee’s workers’ compensation temporary total disability (TTD) benefits and/or long term disability benefits may be pro-rated or discontinued based on the number of hours worked each pay period.

F. TERMINATION OF TRTW STATUS:

Termination of TRTW status will become effective if and when:

1. The employee engages in employment other than that authorized by the transitional duty assignment and not in accordance with the medical restrictions;
2. The employee is terminated from employment for any reason;
3. The treating Health Care Provider’s restrictions expire or are rescinded;
4. The employee refuses to follow the treating Health Care Provider’s instructions; or
5. The ninety (90) day time period for the assignment has expired and no extension has been granted.

If the employee still has work restrictions that prevent them from performing their job duties, the employee will be placed on workers’ compensation, long-term disability or the appropriate leave per California Labor Code.

G. RETURN TO REGULAR WORK ASSIGNMENT:

1. Employees on a TRTW assignment will be returned to their regular work assignment on the date that their treating Health Care Provider returns them to full duty without restrictions.
2. If the employee’s Health Care Provider releases the employee to work with permanent work restrictions and the employee is not a “qualified individual with a disability” under state or federal law, the City will determine on a case-by-case basis whether there is a full-time regular City position that the employee can perform with his/her work restriction(s). The City Manager’s Department has the responsibility of determining who is a “qualified individual with a disability” under state or federal law for purposes of employment with the City and whether or not a specific request can be accommodated by the City.
3. In the event the City is concerned with a performance-related issue due to the injury or illness, the City reserves the right to send a returning employee to a

City Health Care Provider for a “fitness for duty” examination that specifically exams the cause for the leave from full duty prior to his/her return to work.

4. When the employee has been on a modified duty assignment for sixty (60) or more working days and returns to a regular work assignment, the employee’s next performance evaluation date and/or probationary period (as applicable) will be extended for the period of time the employee served in a modified duty assignment. The extension of time will be applicable to all probationary employees. In the event the City is concerned with a performance related issue, for those employees who have successfully passed probation and are on a regular performance evaluation schedule, the extension of time will be applicable only when the employee is on a TRTW assignment in category “b” or “c” of Section C (1).

H. REFERENCES:

Family and Medical Care Act (FMLA),
Workers’ Compensation laws including Labor Code, Section 4850
California Fair Employment and Housing Act (FEHA)
Americans with Disability Act As Amended (ADAA)
California Family Rights Act (CFRA)
City’s Personnel Rules and Regulation

Article 46 – Educational Incentives

- 46.1 Employees with an Associate of Arts (AA) or Associate of Sciences (AS) degree shall receive an additional one-hundred dollars (\$100) per month, in addition to their base salary. This provision is available upon starting employment with the City of Del Mar. This will be reported to CalPERS as an “Off-Salary-Schedule Pay.”
- 46.2 Employees with a Bachelor of Arts (BA) or Bachelor of Science (BS) degree shall receive an additional two-hundred dollars (\$200) per month, in addition to their base salary. This provision is available upon starting employment with the City of Del Mar. This will be reported to CalPERS as an “Off-Salary-Schedule Pay.”
- 46.3 The maximum incentive to be received by an employee for education is \$200 monthly.
- 46.4 New employees who possess a degree and provide documentation at the time of hire, shall receive an educational incentive effective the date of hire. Existing employees who receive a degree during their employment, shall be responsible for notifying Human Resources and providing documentation. Such employees shall receive an educational incentive effective the date of notification.

Article 47 – Paramedic Pay

- 47.1 Fire Captains or Engineers with a current Paramedic license shall receive paramedic pay in the amount of \$150/month paid on a bi-weekly basis.
- 47.2 To further incentivize employees to retain their Paramedic Certification for the duration of their employment with the City of Del Mar, the City will cover the cost of the bi-annual recertification.

Article 48 - Retirement Health Savings

- 48.1 The City agrees to continue to administer the ICMA-RC Retirement Health Savings (RHS) account for the employees represented by this agreement.
- 48.2 Effective July 1, 2023, in addition to the agreed upon employee contributions (1% for Firefighter/Paramedic positions, and 3% for Fire Engineers and Captains) established by the existing agreement with ICMA-RC (MissionSquare), all current members of this unit must have 24 hours of vacation converted annually as a cash deposit to their RHS account at the employee’s current base hourly rate. Each member will be required to have the balance of a minimum of 96 hours preceding the conversion. Conversion will take place annually in the pay period that includes July 1 (with the exception of September 1 in the first year of the agreement). Members will not be required to convert in the years when they don’t have a balance of 96 hours of accrued vacation as of July 1.

Article 49 - Survey Market

- 49.1 The Association acknowledges the City Council’s philosophy and City practice of surveying the entire San Diego County region for employee salary and benefit data and, in the spirit of cooperation and collaboration, the Parties agree to share, review and provide feedback on the data collected by each Party with each other during future negotiations.

Article 50 – Health and Wellness Program

- 50.1 By July 1 of each year of this agreement (with the exception of September 1, 2023) all members of this bargaining unit will be eligible to receive an annual physical that coincides and complies with NFPA 1582 standards. DMFA and the City will meet and confer to determine a provider/vendor and an Administrative Policy that will memorialize the procedures and responsibilities associated with the Health and Wellness Program established by this MOA.

[SIGNATURES ON THE FOLLOWING PAGE]

Article 51 – Signatures

IN WITNESS THEREOF, the Parties who signatures appear below represent that they are authorized to sign this MOA, approved by the Del Mar City Council on July 10, 2023, on behalf of their respective agencies.

Del Mar Firefighters Association

City of Del Mar

Joel Carrington, President

Ashley Jones, City Manager

Giovanni Maniscalco, Vice President

Sarah Krietor, Administrative
Services Manager/City Clerk

**Appendix A
City of Del Mar
Firefighter Unit**

Firefighter/Paramedic
Fire Engineer
Fire Captain

RESOLUTION NO. 2023-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
DEL MAR, CALIFORNIA, ADOPTING THE FISCAL YEAR
2023-2024 COMPENSATION PLAN FOR FIRE EMPLOYEES

WHEREAS, on July 10, 2023, the City Council of the City of Del Mar adopted Resolution 2023-XX, approving the Memorandum of Agreement (MOA) between the City of Del Mar and the Del Mar Firefighter Association (DMFA) for the period July 1, 2023 through June 30, 2027; and

WHEREAS, in accordance with the DMFA MOA, all fire employees shall receive a 2.5% Cost of Living Adjustment (COLA) effective July 1, 2023; and

WHEREAS, in accordance with the DMFA MOA, Firefighter/Paramedics will receive a 5.2% market adjustment to their base salary; Fire Engineers will receive a 3.6% market adjustment to their base salary; and Fire Captains will receive a 3.4% market adjustment to their base salary effective July 1, 2023; and

WHEREAS, the City Council has been presented with and has reviewed the Fire Employee Compensation Plan for Fiscal Year 2023-2024.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Del Mar, California, that the above recitals are true and correct.

BE IT FURTHER RESOLVED that the City Council does hereby approve and adopt the Fire Employee Compensation Plan as show in Exhibit "A" to this Resolution.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Del Mar, California, at the Regular Meeting held this 10th day of July 2023.

Tracy Martinez, Mayor
City of Del Mar

APPROVED AS TO FORM:

Leslie E. Devaney, City Attorney
City of Del Mar

ATTEST AND CERTIFICATION:

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
CITY OF DEL MAR

I, Sarah Krietor, Administrative Services Manager/City Clerk of the City of Del Mar, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2023-XX, adopted by the City Council of the City of Del Mar, California, at a Regular Meeting held the 10th day of July 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sarah Krietor, Administrative Services
Manager/City Clerk
City of Del Mar

CITY OF DEL MAR	
FIRE EMPLOYEE COMPENSATION PLAN	
SALARY INCREASE	2.5%
MARKET RATE INCREASE - F462	5.2%
MARKET RATE INCREASE - F465	3.6%
MARKET RATE INCREASE - F480	3.4%

EFFECTIVE JULY 1, 2023

POSITION TITLE	RANGE	ANNUAL SALARY	
Administrative Fire Battalion Chief	F519		
-Hourly		47,299.50 -	57,492.80
-Bi-Weekly		5,297.54 -	6,439.19
-Monthly		11,478.00 -	13,951.58
-Annual		137,736.03 -	167,419.01
Fire Battalion Chief	F510		
-Hourly		43,247.80 -	52,567.90
-Bi-Weekly		4,843.75 -	5,887.61
-Monthly		10,494.79 -	12,756.49
-Annual		125,937.51 -	153,077.84
Fire Captain	F480		
-Hourly		33,167.90 -	40,315.80
-Bi-Weekly		3,714.80 -	4,515.37
-Monthly		8,048.74 -	9,783.29
-Annual		96,584.86 -	117,399.50
Fire Engineer	F465		
-Hourly		28,624.40 -	34,793.10
-Bi-Weekly		3,205.93 -	3,896.83
-Monthly		6,946.19 -	8,443.13
-Annual		83,354.22 -	101,317.58
Firefighter/Paramedic	F462		
-Hourly		28,211.60 -	34,291.40
-Bi-Weekly		3,159.70 -	3,840.64
-Monthly		6,846.02 -	8,321.38
-Annual		82,152.28 -	99,856.61

**CITY OF DEL MAR
FIRE EMPLOYEE COMPENSATION PLAN**

SALARY INCREASE	2.5%
MARKET RATE INCREASE - F462	5.2%
MARKET RATE INCREASE - F465	3.6%
MARKET RATE INCREASE - F480	3.4%

EFFECTIVE JULY 1, 2023

POSITION TITLE	RANGE	A	B	C	D	E
Administrative Fire Battalion Chief	F519					
-Hourly		47.2995	49.6644	52.1477	54.7550	57.4928
-Bi-Weekly		5,297.54	5,562.42	5,840.54	6,132.56	6,439.19
-Monthly		11,478.00	12,051.90	12,654.50	13,287.22	13,951.58
-Annual		137,736.03	144,622.84	151,853.98	159,446.68	167,419.01
Fire Battalion Chief	F510					
-Hourly		43.2478	45.4102	47.6807	50.0647	52.5679
-Bi-Weekly		4,843.75	5,085.94	5,340.23	5,607.25	5,887.61
-Monthly		10,494.79	11,019.53	11,570.51	12,149.03	12,756.49
-Annual		125,937.51	132,234.39	138,846.11	145,788.42	153,077.84
Fire Captain	F480					
-Hourly		33.1679	34.8263	36.5676	38.3960	40.3158
-Bi-Weekly		3,714.80	3,900.54	4,095.57	4,300.35	4,515.37
-Monthly		8,048.74	8,451.18	8,873.73	9,317.42	9,783.29
-Annual		96,584.86	101,414.10	106,484.81	111,809.05	117,399.50
Fire Engineer	F465					
-Hourly		28.6244	30.0556	31.5584	33.1363	34.7931
-Bi-Weekly		3,205.93	3,366.23	3,534.54	3,711.27	3,896.83
-Monthly		6,946.19	7,293.49	7,658.17	8,041.08	8,443.13
-Annual		83,354.22	87,521.93	91,898.03	96,492.93	101,317.58
Firefighter/Paramedic	F462					
-Hourly		28.2116	29.6222	31.1033	32.6585	34.2914
-Bi-Weekly		3,159.70	3,317.69	3,483.57	3,657.75	3,840.64
-Monthly		6,846.02	7,188.32	7,547.74	7,925.13	8,321.38
-Annual		82,152.28	86,259.89	90,572.89	95,101.53	99,856.61

MEMORANDUM OF AGREEMENT

between the

City of Del Mar

and the

Del Mar Firefighters Association

IAFF LOCAL 4163

Firefighter Unit

July 1, 202~~3~~⁴ through June 30, 202~~7~~³

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Preamble

This Agreement is made and entered into by and between the City of Del Mar (hereinafter "City") and the Del Mar Firefighters Association (hereinafter "Association").

This Agreement is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500-3511) and has been prepared jointly by the City and Association.

It is the purpose of this Agreement to achieve and maintain harmonious relations between the City and the Association to provide for equitable and peaceful adjustment of differences which may arise, and to establish proper standards of wages, hours and other conditions of employment.

Representatives of the City and the Association have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment and have exchanged freely information, opinions and proposals in a sincere effort to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

The parties agree that this Preamble is not subject to the grievance procedure.

Article 1 - Recognition

- 1.1 The City recognizes the Association as the exclusive representative for all classes assigned to the Firefighter Unit as well as such classes that may be added to this unit by mutual agreement of the parties.
- 1.2 All provisions and benefits of this Agreement shall be applicable to employees in classes in the above-mentioned bargaining unit, unless specifically provided otherwise herein.
- 1.3 The classes in this unit are listed in Appendix A.

Article 2 - Implementation

- 2.1 This Agreement constitutes a mutual recommendation to be jointly submitted to the City Council following ratification of the Agreement by the members of the Association.
- 2.2 If approved by the City Council, the City shall act in a timely manner to make the necessary changes to resolutions, rules, policies and procedures to implement and conform to this Agreement.

Article 3 - City Rights

- 3.1 It is agreed the City shall have the right to:
- Determine the mission of its constituent departments, commissions, and boards;
 - Determine the procedures and standards of selection for employment and promotions;
 - Direct its employees, take disciplinary action for just cause;
 - Relieve its employees from duty because of lack of work or for other legitimate reasons;
 - Maintain the efficiency of governmental operations;
 - Determine the methods, means and personnel by which government operations are to be conducted;
 - Determine the content of job classifications;
 - Take all necessary actions to carry out its mission in emergencies;
 - Exercise complete control and discretion over its organization and the technology of performing its work.
- 3.2 The exercise of such rights shall not preclude the Association from conferring with management representatives about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment.
- 3.3 Except in an emergency, management decisions shall not supersede the provisions of this Agreement.
- 3.4 Actions taken by management to meet an emergency that are not in compliance with this Agreement shall be in effect only for the duration of the emergency.

Article 4 - Employee Rights

- 4.1 It is agreed that each individual employee shall have the following rights which he/she may exercise in accordance with applicable laws, ordinances, and rules and regulations.
- 4.2 The right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of the management representatives, the supervisor, other employees, or employee organizations, with respect to his/her membership or non-membership in any employee organization or with respect to any lawful activity associated therewith which is within the scope of representation.

Article 5 - Association Access

- 5.1 Authorized Association representatives shall be granted access to work locations for the purpose of conducting grievance investigations or contacting members of the Association concerning business within the scope of representation.
- 5.2 Association representatives shall not interfere with the work operations of the City.

- 5.3 Association representatives have the right to meet with employees only during coffee, rest, or lunch breaks at a public City facility as may be available.
- 5.4 It is agreed that the Association may use City facilities to conduct general meetings when such facilities are available, as determined by the City.

Article 6 - Bulletin Boards

- 6.1 It is agreed that the City will allow bulletin boards in agreed upon places for the use of the Association in posting appropriate notices and announcements of meeting, elections, social activities and any other Association official business.
- 6.2 Prior to posting, such notices shall be initialed by an authorized Association representative or shall appear on official Association letterhead.
- 6.3 Such notices shall not ridicule, or defame managers, officers, or agents of the City.

Article 7 - General Provisions

- 7.1 **No Discrimination:** There shall be no discrimination against any personnel or applicant because of race, color, marital status, non-job related medical condition, religion, sex, sexual orientation, age, national origin, ancestry, or non-job related handicap or disability.
- 7.2 **Personnel Folder:** Employees shall have the right to review their individual personnel folder. Access shall be scheduled at the convenience of the parties. Except for information received as part of the recruitment process, no derogatory information shall be placed in an employee's folder without notifying the employee and giving the employee an opportunity to read and initial the information. Upon request, an employee may have a copy of information in his/her file, with the exception of information received during the recruitment process.
- 7.3 **Negotiating Team:** The City agrees to provide reasonable time off without loss of pay, during scheduled work hours, for representatives of the Association when said representatives are negotiating on matters within the scope of representation.
- 7.4 **Grievance Representative:** A representative of the Association shall be allowed to be present at the request of any employee, at any meeting with management involving a grievance, or any pre-disciplinary matter. The representative shall not interfere with normal work operations of the Department.

Article 8 - Payroll Deduction and Association Dues

- 8.1 It is agreed that Association dues and such other deductions as may be properly requested and lawfully permitted shall be deducted by the City from the salary of each employee covered hereby who files with the City a written authorization requesting that such deductions be made.

- 8.2 Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to the Association by the City.
- 8.3 It is not the intent of this article to alter the current practice of remitting dues and other deductions to the Association.

Article 9 - Severability

- 9.1 This Agreement is subject to all current and future applicable Federal, State, and local laws.
- 9.2 All City ordinances, rules and regulations and policies shall be subject to the appropriate revisions, amendments and deletions necessary to conform with the purpose, intent and application of the Articles of this Agreement.
- 9.3 If any Article or section of this Agreement is found by a Court of competent jurisdiction to be in conflict or inconsistent with such applicable provisions of Federal, State, or local laws, the parties shall, where applicable, meet and confer for the purpose of arriving at a mutually agreeable replacement for such Article or section.
- 9.4 The validity of the remainder of this Agreement shall not be affected thereby.

Article 10 - Term

The term of this Agreement shall become effective July 1, 202~~3~~⁴. This Agreement shall expire and otherwise fully terminate on June 30, 202~~7~~³.

Article 11 - Renegotiations

In the event the Association desires to negotiate on the provisions of a successor Agreement, it shall serve upon the City, during the month of January of the last year of this Agreement, its written request to commence negotiations and its initial written proposals for such successor Agreement. Negotiations shall begin at a time mutually agreeable to the parties.

Article 12 - Agreement, Modifications, & Waivers

- 12.1 This Agreement sets forth the full and entire agreement of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements over these matters between parties, whether formal or informal, are hereby superseded or terminated in their entirety.
- 12.2 Except as specifically provided herein, it is agreed and understood that the parties hereto shall not be required, but do reserve the right upon mutual agreement, to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of representation, during the term of this Agreement.

- 12.3 No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed by all parties hereto.
- 12.4 The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.
- 12.5 During the term of this agreement, the Association agrees to meet and confer in good faith, at the request of the City, on proposed changes in wages and City-paid benefit contributions. The City shall give the Association notice and provide an opportunity to meet prior to implementation. The parties shall meet promptly and endeavor to reach an agreement in a timely manner. If an agreement is not reached in a timely manner, the City reserves the right to proceed by management direction.

Article 13 - Authorized Agents

For purposes of administering the terms and provisions of this Agreement:

The City's principal authorized representative shall be the City Manager or his/her duly authorized representative (address: 1050 Camino del Mar, Del Mar, CA 92014, telephone (858) 755-9313).

The Association's principal authorized agent shall be the designated representative of the Del Mar Firefighters Association (address: Box 512, 2683 Via de la Valle #G, Del Mar, CA 92014).

Article 14 - Concerted Activities

- 14.1 It is agreed that there will be no strike, work stoppage, slow-down, picketing or refusal or failure to full and faithfully perform job functions and responsibilities, or other interference with the operations of the City by the Association or by its officers, agents, or members during the term of this Agreement, including the recognition of picket lines or additional compliance with the request of other labor organizations to engage in such activity.
- 14.2 Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so.
- 14.3 In the event of a strike, work stoppage, slowdown, or other interference with the operations of the City by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.
- 14.4 It is agreed that any employee violating this Article may be subject to discipline up to and including terminations by the City.

Article 15 – Salaries

15.1: Effective July 1, 2023, all employee classifications covered by this Agreement shall receive a 2.5% cost of living adjustment to their base salary on the first day of the pay period starting closest to July 1, 2023.

15.2: Effective July 1, 2023, all employee classifications covered by this Agreement shall receive a market adjustment to their base salary as follows:

Firefighter/Paramedic – 5.2%

Fire Engineer – 3.6%

Fire Captain – 3.4%

15.3: Effective July 1, 2024, all employee classifications covered by this Agreement shall receive a 3% cost of living adjustment to their base salary on the first day of the pay period starting closest to July 1, 2024.

15.4: Effective July 1, 2025, all employee classifications covered by this Agreement shall receive a 3% cost of living adjustment to their base salary on the first day of the pay period starting closest to July 1, 2025.

15.5: Effective July 1, 2026, all employee classifications covered by this Agreement shall receive a 3% cost of living adjustment to their base salary on the first day of the pay period starting closest to July 1, 2026.

15.6: On the first day of the pay period starting closest to July 1, 2023, all employees covered by this Agreement shall receive a one-time lump sum stipend in the amount of 2% of their base salary before the adjustments listed in Articles 15.1 and 15.2 of this Agreement.

~~15.1 Effective July 1, 2022, the existing 12-step compensation range will be converted to a 5-step compensation range. An employee shall move through the compensation range in accordance with the City's Personnel Rules and Regulations Manual.~~

~~15.2 New hires will be placed at Step A in the existing 12-step compensation range upon hire unless another step in the range is deemed appropriate based on their experience and qualifications, at the recommendation of the Fire Chief and approval by the City Manager.~~

~~15.3 Effective July 1, 2021, salaries for all classifications covered by this Agreement shall have their base pay adjusted by 1.7% on the first day of the pay period starting closest to July 1, 2021.~~

~~15.4 Effective July 1, 2022, salaries for all classifications covered by this Agreement shall have their base pay adjusted by 2% on the first day of the pay period starting closest to July 1, 2022.~~

Article 16 - Work Schedule and Staffing

- 16.1 This article is intended to define the normal hours of work and shall not be construed as a guarantee of work per day or per week, or of days of work per week.
- 16.2 **Workday/Workshift:** The normal workday shall be a twenty-four (24) hour period, beginning at 0800 and continuing until the next day, ending at 0800 hours (8 a.m. to the following 8 a.m.).
- 16.3 **Workweek:** The workweek shall average approximately 56 hours per week over a one (1) year period.
- 16.4 **Emergencies:** Nothing herein shall be construed to limit or restrict the authority of management to make temporary assignments to different or additional locations, shifts, or duties for the purpose of meeting an emergency. Such emergency assignments shall not extend beyond the period of said emergency.
- 16.5 **Staffing:** The minimum staffing for the Del Mar Fire Department shall be 1 Fire Captain, 1 Fire Engineer and 1 Firefighter/Paramedic.
- 16.6 **Shared Resource Pool:** City and the Association anticipate that City will enter into an agreement with neighboring cities to share fire safety personnel ("Shared Resource Pool"). City and the Association approve of a Shared Resource Pool, subject to approval by the City Council.

Article 17 - Overtime

- 17.1 All employees are eligible for overtime pay computed at one and one-half times their FLSA regular rate for all hours ordered by management and worked by the employee in excess of 182 hours worked in a twenty-four (24) consecutive day work period.
- 17.2 For the purpose of determining hours worked to satisfy the FLSA overtime requirements, "hours worked" shall include holidays (as provided for in Article 25, Holidays), sick leave and vacation time.
- 17.3 All holidays listed in Article 25, Holidays, shall be considered as hours worked when totaling hours worked for the purposes of computing emergency overtime eligibility. "Emergency" shall be defined as an unanticipated circumstance which requires immediate response.
- 17.4 The overtime work period shall be as determined by the City.
- 17.5 All overtime shall be authorized in writing by the department head prior to being compensated.
- 17.6 All overtime shall be paid to the nearest quarter hour worked.

- 17.7 Employees eligible for overtime pay may elect to receive compensatory time off (CTO) at time and one-half (1 1/2) in lieu of overtime pay.
- 17.8 An employee may accrue and have a maximum current credit of ninety-six (96) hours of CTO.
- 17.9 Effective upon implementation of this Agreement, the City and Union agree to modify the employee compensation to provide biweekly pay consisting of 106 hours of straight time and 6 hours of FLSA overtime for hours worked in accordance with FLSA regulations.

Article 18 - Work Clothes

- 18.1 The City shall continue to provide work clothes for those jobs where work clothes are currently provided and for such new jobs as determined by the City.
- 18.2 Such work clothes shall be of a color and design determined mutually by the parties, but if no agreement can be reached, then the determination shall be made by the City.
- 18.3 Employees shall give reasonable care to City provided work clothes.

Article 19 - Required Footwear

- 19.1 Employees required by the City to wear protective footwear for safety reasons, shall continue to be reimbursed for the purchase of such footwear or continue to have such footwear provided by the City, as appropriate.
- 19.2 The footwear shall have the safety features required by the City.

Article 20 - Exchange of Shifts

- 20.1 The exchange of shifts shall be a privilege which is allowed by the City and granted by the Fire Chief or his designee. An employee shall be allowed to trade hours worked with another employee, at the initiation of the employees involved only after the request has been submitted in advance, under the following conditions:
- 20.2 Exchanges shall be rank for rank except that employees may exchange with a rank for which they are qualified as determined by the Fire Chief.
- 20.3 The tracking and scheduling of trades shall be handled in the current scheduling system. All trades shall be entered into the current scheduling system prior to the trade time worked. The trade can only be entered into the scheduling system by the "Trade Working" employee, or by a shift Captain at the request of the employee. This confirms that the employee has agreed to the trade.

20.4 Upon approval of an exchange, the relieving employee is responsible for working on the subject date and the relieved employee is divested of responsibility for coverage on that date.

20.5 Sick leave cannot be used to cover trade payback hours. In the event the relieving employee calls in sick on a trade, or misses a scheduled trade, he/she will accrue "Time Owed" to the Department. Time Owed must be paid back, on an hour-for-hours basis, within one (1) year of accrual. Time Owed is to be paid back in lieu of overtime hours. Neither vacation time nor "Comp. Time" may be used to cover missed trades.

20.6 Relieved employees shall assume responsibility for repayment of shift exchanges.

20.7 The Fire Chief, or his designee, may refuse any shift trade that could affect the training or staffing needs of the Fire Department.

20.8 Exchanges shall be at no cost to the City. Hours traded are to be considered "time neutral" for FLSA accounting. Meaning they have no cost for, or against, hours worked.

20.9 An employee shall not be allowed to exchange shifts if the employee has more than seventy-two (72) hours in outstanding Time Owed to the Department for missed trades. The Fire Chief may suspend this rule for an individual for extended illness, injury, or other hardship.

20.10 In the event of an employee retiring or leaving service, any time trades owed must be paid back prior to departure. It is the responsibility of the employee who is "owed a time payback" to ensure the time is re-paid.

20.11 During the probationary period, employees cannot owe more than forty-eight (48) hours of time trades. The Fire Chief or designee may grant additional hours for hardship.

Article 21 - Tuition Reimbursement

21.1 A fund shall be established for tuition reimbursement. The City shall pay up to one thousand dollars (\$1,000) per employee per fiscal year (provided funds are available) towards tuition reimbursement.

21.2 Prior to enrolling in a course, an employee must secure department head approval that the course work is job-related and submit to the department a proposed expenditure request.

21.3 Upon conclusion of the course work, the employee must submit proof of a "C", "pass" or other appropriate notice of successful course completion to his/her department head along with an expenditure claim for tuition, books, or other required course materials.

21.4 This fund is not intended to preclude other training or course work which may have been contemplated by departments for such employees.

- 21.5 There shall be a joint Association/City committee established to develop and update a list of classes which shall be eligible for tuition reimbursement.

Article 22 - Mileage

- 22.1 Employees shall be reimbursed at the maximum allowable exempt rate of reimbursement provided by the Internal Revenue Service for the authorized use of their private vehicle on City business.
- 22.2 Employees shall also be reimbursed for parking fees paid while using their vehicle on City business.

Article 23 - Work Out-of-Grade

- 23.1 The term "work out-of-grade" shall be defined as the full-time performance of the significant duties of a vacant, funded position in one classification by an individual in a classification with a lower compensation range.
- 23.2 If an employee is required by management to work out of grade for more than one hour the department head shall appoint the employee on an out-of-grade position.
- 23.3 Compensation for such appointment shall be effective from the first hour of such appointment.
- 23.6 An employee eligible to be paid for working out-of-grade shall receive a 5% increase. In the event the 5% calculation results in a salary that is between salary steps (e.g.; if the 5% calculation is between steps C and E) the pay shall be computed at the 5% rate. It shall not be rounded up to the next step and the pay cannot exceed the salary range of the acting classification.

Article 24 - Call Back

- 24.1 Call back work is defined as work required by management of an employee who, following completion of the employee's workday or work week and departure from the employee's work site, is unexpectedly ordered to report back to duty to perform necessary work.
- 24.2 Employees who are called back shall receive a minimum of four (4) hours compensation at time and one half between 12 midnight and 6 a. m., and a minimum of two (2) hours compensation at time and one half between 6:01 a. m. and midnight.
- 24.3 Whenever an employee is called back, the employee shall receive the minimum provided or pay for hours actually worked, whichever is greater.
- 24.4 Hours worked shall be calculated beginning at the time the call back is received by the employee and ending when the employee is relieved of duty.

24.5 If an employee, who was called back to work and has completed his/her assignment and left work, is again called back to work, he/she will not receive another minimum if the time of return is within the previous call back minimum.

Article 25 - Holidays

25.1 The following days are the holidays for the employees in this unit:

Independence Day	July 4th
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24th
Christmas Day	December 25th
New Year's Eve	December 31st
New Year's Day	January 1st
Martin Luther King Day	3rd Monday in January
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May

25.2 When a day is proclaimed by the Mayor of the City for a public fast, Thanksgiving, day of mourning, or holiday, then day shift employees shall be granted time-off and 24-hour shift employees shall receive an additional 11.6 hours of pay for the pay period in which the holiday proclaimed pursuant to this Article occurs.

Day Shift Employees:

25.3 An employee who works on the day a holiday is observed, as provided above, shall be paid for the holiday, just as all employees are paid for the holiday.

25.4 In addition to being paid for the holiday, the employee shall be compensated for the hours he/she actually works on the holiday.

25.5 Such compensation shall be either cash or compensatory time off, at the employee's option.

24-Hour Shift Employees:

25.6 If a holiday falls on an employee's regularly scheduled workday, the employee shall not receive the holiday as a day off. Rather, the employee shall be compensated for the holiday as provided in 25.7 below.

25.7 In each pay period in which a holiday occurs, each 24-hour shift employee shall receive holiday compensation of eleven and six-tenths (11.6) hours paid at their base hourly rate, in addition to their regular compensation.

Article 26 - Vacation

26.1 Except as provided for in section 26.2 below, employees shall earn vacation leave based on the following:

Years of Service	Vacation
0 - 3 years	114.5 hrs/yr or 4.404 hrs/pp
4 - 10 years	171.75 hrs/yr or 6.605 hrs/pp
11 years and above	229 hrs/yr or 8.808 hrs/pp

26.2 Employees shall not earn vacation once their accrued vacation balance has reached three hundred and eighty-four (384) hours.

26.3 Employees who have exceeded the maximum shall again begin to earn vacation when their balance is reduced below the 384 hour maximum.

26.4 Upon termination of employment with the City, an employee may opt to receive pay for his/her current vacation leave balance (at the employee's current base hourly rate) or choose to have the City deposit the pre-taxed funds into the employees 457(b) plan not to exceed Internal Revenue Service (IRS) annual limits.

26.5 When employees take vacation, their accrued vacation bank shall be reduced by one (1) hour for each one (1) hour taken.

Article 27 - Sick Leave

27.1 During the term of this agreement, sick leave shall be accrued at the rate of 11.6 hours for each calendar month of service.

27.2 There shall be no maximum to the amount of sick leave that an employee may accumulate.

27.3 When an employee takes sick leave, their accrued sick leave bank shall be reduced one (1) hour for each one (1) hour taken.

27.4 The City's contract with PERS shall include sick leave conversion for retirement credit.

27.5 Sick leave may be used for personal illness or injury, emergency or routine medical or dental appointments, including pregnancy as provided in Article 29, Maternity Leave, and for reasonable travel time to and from health care facilities.

27.6 Up to forty-eight (48) hours of sick leave may be used to care for a member of the employee's immediate family who is ill or injured.

- 27.7 ~~For purposed of this Article, immediate family is identified as: Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis), Spouse or Registered Domestic Partner, Parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), Grandparent, Grandchild, Sibling, Designated Person (Any individual related by blood or whose association with the employee is equivalent to that of a family relationship. Must be identified at the time of the requested leave. Employees may identify one designated person per 12-month period). For purposed of this Article, immediate family means parent, step-parent, and any other family member, including a registered domestic partner,-~~

Article 28- Personal Leave

- 28.1 Employees have the option of taking a maximum of up to three (3) shifts of sick leave each year as personal leave.
- 28.2 An employee may take personal leave, if and only if, the employee has a current sick leave balance that is at least equal to the number of personal leave hours the employee wants to take.
- 28.3 Employees are required to obtain management approval prior to taking personal leave.

Article 29- Maternity Leave

- 29.1 An employee disabled by pregnancy, ~~child birth~~childbirth, or related medical condition shall be granted leave for the duration of the disability, as needed for all disabilities related to each pregnancy.
- 29.2 An employee may utilize time from her accrued vacation balances or accrued sick leave balances to cover the period of her absences.
- 29.3 An employee who plans to take maternity leave shall give the City reasonable advance notice, and an estimate of the duration of her absence.
- 29.4 If the employee meets the requirements of 29.3 above, then upon return to work, the employee shall be placed in her same job.
- 29.5 The employee shall notify the City at least thirty (30) calendar days prior to her return from maternity leave of her intention to return to work, and provide the City with satisfactory written verification from a physician or other licensed health care practitioner, that her disability has ceased.

Article 30 - Bereavement Leave

- 30.1 Employees may have up to two (2) shifts leave of absence for each death in their immediate family for the purpose of bereavement, and for the arranging of and attendance at, the funeral.
- ~~30.2 For the purposes of this Article, immediate family means spouse, domestic partner, child, parent, sibling, grandparents, grandchildren, aunt, uncle; the aforementioned either natural, step or in-law, or any person over which the employee acts as legal guardian. _____~~
- ~~30.3 Employees have the option to extend bereavement leave for up to three (3) shifts beyond the two (2) paid shifts provided, for a total of up to five (5) shifts. An employee who elects to extend their bereavement leave beyond the two paid shifts provided, can do so by taking unpaid leave or by using leave from his/her current accrued and available leave balances, such as vacation, personal leave, sick leave, or compensatory time off that is otherwise available to the employee.~~
- ~~30.4 Leave taken under these provisions must be taken within three (3) months of the death of the immediate family member but need not necessarily be taken on consecutive days. Employees are eligible for this leave, as needed for each qualifying event, after thirty (30) days of employment.~~~~30.2 — For the purposes of this Article, immediate family means spouse, registered domestic partner, parent, step parent, grandparent, child, step child, brother, or sister.~~
- ~~30.3 — If an employee must attend a funeral more than five hundred (500) miles from the City, or if the death is to a member of the employee's extended family, then the employee may use up to forty eight (48) hours of sick leave from his/her current sick leave balances in addition to any leave provided in 30.1 above.~~
- 30.54 An employee who is requested by Management to represent the City of Del Mar at a funeral shall be compensated for such attendance.

Article 31 – Union Time Bank

- 31.1 During the month of January, Employees may voluntarily donate up to 4 hours of vacation or holiday leave per calendar year to a Union Time Bank to be used by employees to attend such activities as conferences, educational opportunities, and related union business as verified and authorized by the President of the Association (or his/her designee) and approved by the City Manager (or his/her designee). Such time shall not be considered City work time, but rather, off duty time engaged in voluntary union business activities. The use of such leave time shall be considered hours worked under the Fair Labor Standards Act (FLSA) in the same way as paid vacation/holiday leave.
- 31.2 Donated leave time shall be converted at the employee's current hourly rate. Funds placed in the bank must be used by the end of the calendar year and there will be no pay out of unused hours and no carryover of funds to the next calendar year.

- 31.3 In the event there are insufficient funds in the bank to cover the employee's time attending to union business, the employee is required to obtain advance approval for paid or unpaid leave to cover any absence from work.
- 31.4 The Association indemnifies and holds the City of Del Mar harmless from any claims of any kind arising from the use of these funds. An employee paid with these funds is not considered working or performing duties within the scope of his/her position for the City of Del Mar while engaged in union business activities under the Article.

Article 32 - Unpaid Leave

- 32.1 An employee may be granted up to eight (8) work shifts of unpaid leave of absence at the sole discretion of the City.
- 32.2 Such leave shall be granted only for compelling reasons if operational requirements permit such absence.
- 32.3 Leave without pay shall not be granted unless the employee has already used all appropriate paid leave.
- 32.4 Such leave may be extended beyond eight (8) work shifts with the approval of the City Manager.

Article 33 - Witness Pay

- 33.1 An employee who serves as a witness within the line of City duty, or on a case related to the employee's job, will receive paid release time for such service.
- 33.2 An employee required to be absent from work by a properly issued court subpoena which compels the employee's presence as a witness, unless the employee is a party or an expert witness, shall receive release time to comply with such subpoena.
- 33.3 To receive release time as provided above, the employee shall deposit with the City any witness fees actually received, except mileage.
- 33.4 An employee who serves as a witness within the line of City duty, or on a case related to the employee's job, on a day that is a regularly scheduled day off, shall be paid at the employee's base hourly rate or at time and one-half, if the employee otherwise qualifies for overtime compensation, for all hours the employee actually is required to be in Court.

Article 34 - Jury Duty Pay

An employee ordered by the Court to serve on jury duty, shall receive paid release time while actually serving such duty, if the employee deposits any fees for service, other than mileage, with the City.

Article 35 - Retirement

35.1 For classifications covered by this agreement hired in the unit **BEFORE** July 1, 2013:

Employees in classifications covered by this agreement, that were hired before July 1, 2013, shall pay a total of twelve-percent (12%) of the CalPERS costs.

The City will off-set that cost by contributing a total of three-percent (3%) to a City-sponsored 401(a) plan on behalf of employees in classifications covered by this agreement that were hired before July 1, 2013.

The City shall continue to provide the full three-percent (3%) off-set on an on-going basis for current employees in the unit that were hired before July 2013, as long as the employees are picking up twelve-percent (12%) of the CalPERS costs.

For classifications covered by this agreement hired in the unit **AFTER** July 1, 2013:

“Classic” CalPERS members that are hired after July 1, 2013, shall pay the full amount of twelve-percent (12%) of the Employee Contribution to CalPERS with no City off-set contribution, except for employees transferring or promoting from the cities of Encinitas, Solana Beach, or Del Mar who shall be eligible for the Off-Set payment into a City-sponsored 401(a) plan..

Pursuant to the Public Employee Pension Reform Act, (PEPRA) “New” CalPERS employees shall pay fifty-percent (50%) of the expected total normal cost rate for the retirement benefit formula as determined by the actuarial provided by CalPERS. In addition, if the employee’s portion of the total normal cost is below twelve-percent (12%), the new employee shall pay up to twelve-percent (12%) of the CalPERS costs.

- 35.2 An employee has no option to receive the contributed amounts directly instead of having them paid by the City to PERS on behalf of the employee.
- 35.3 The Association understands and agrees that employees bear the risk of payment of any increases in the employee contributions above the current percentage made by action of the PERS or the state legislature.
- 35.4 Parties agree that City payment of PERS contributions is made based upon tax treatment currently permitted by the State Franchise Tax Board and the IRS.
- 35.5 Should current tax treatment change, the Association and the employee hold harmless the City, its officers and agents from any and all claims or costs of any type including but not

- limited to liability for back taxes, arising out of this agreement to pay part of the employee's PERS contribution.
- 35.6 Should current tax treatment change, the Association shall have the opportunity to meet and confer regarding any such changes.
- 35.7 The City shall continue payroll accounting procedures to allow the employee paid PERS contribution to be made on a pre-tax basis.
- 35.8 The City agrees to amend its contract with PERS to provide employees in this unit the option to purchase PERS service credit based on eligible prior military experience. The City also agrees to support employee efforts to purchase PERS service credit if PERS determines that prior work performed for the City is eligible for conversion. The Association understands that any and all costs associated with the purchase of PERS service credit based on military service or prior work with the City shall be the responsibility of the employee and not the City.
- 35.9 Second Tier Retirement Plan - Effective on or about July 1, 2011, the City amended its CalPERS contract to implement a second tier retirement formula, the 3%@55 Retirement Benefit, for all employees hired after its implementation.

Article 36 - Insurance Committee

- 36.1 The City and the Association shall continue to meet as a committee to investigate alternative health insurance plans and carriers in an effort to provide a reasonable plan at the lowest possible cost.
- 36.2 Such committee shall meet periodically as determined by the City.

Article 37 - Health Insurance

- 37.1 The parties agree that the City has the right to provide this insurance by self-insurance, through an insurance company, or by any other method which provides the coverage outlined. Unless otherwise recommended by the insurance committee, the City shall make at least two (2) insurance providers available for employees.
- 37.2 Prior to changing the current method of coverage, the City shall discuss the change with the Association.
- 37.3 During the term of the Agreement, the City shall make monthly contributions toward health and dental insurance premiums as provided in Section 37.4. It is intended that the City's contributions for health and dental benefits as set forth in this Agreement, match those provided to the Del Mar City Employees Association (DMCEA) during the term of this Agreement. If the DMCEA, or any other bargaining unit, receives a more desirable health care package (Article 37) than the existing plan with the DMFA, such benefits

shall also be offered to the DMFA as a “most favored nations” (MFN) on health care provisions; this includes Opt Out Provisions (Article 37.6).

37.4 During the term of this Agreement, the City shall make monthly contributions towards health and dental insurance premiums as provided in the table below, which represents a 4% increase for each year:

<u>Coverage</u>	<u>July 1, 2023</u>	<u>July 1, 2024</u>	<u>July 1, 2025*</u>	<u>July 1, 2026*</u>
<u>Employee Only</u>	<u>\$1,182</u>	<u>\$1,230</u>	<u>\$1,279</u>	<u>\$1,330</u>
<u>Employee +1</u>	<u>\$1,454</u>	<u>\$1,512</u>	<u>\$1,572</u>	<u>\$1,635</u>
<u>Employee + 2</u>	<u>\$1,544</u>	<u>\$1,606</u>	<u>\$1,670</u>	<u>\$1,737</u>

*In the event the majority of the City’s insurance plans’ premium rates decrease or stay the same in years beginning on July 1, 2025, and July 1, 2026, the cafeteria amounts will be increased by 2% instead of the 4% provided in the table above.

~~37.4 During the term of this Agreement, the City shall make monthly contributions towards health and dental insurance premiums as provided in the table below, which represents a 4% increase each year: –~~

Coverage	July 1, 2021	July 1, 2022
Employee Only	\$1,093	\$1,137
Employee + 1	\$1,343	\$1,397
Employee + 2	\$1,428	\$1,485

37.5 In the event that the total cost of benefits selected exceeds the allowance, the difference shall be deducted from the employee’s salary as a “salary reduction” item; i.e. paid with pre-tax dollars. If the allowance exceeds the total cost of the benefits selected, the difference shall be paid to the employee in cash, or as allowed for by law.

37.6 Opt Out Provision: Employees who verify proof of coverage by an outside plan may opt out of the City coverage and be eligible for the Opt Out Provision (\$400 per month). In the event that the Opt Out Provision has a negative impact on the City’s ability to obtain health coverage due to declining enrollment in health plans, the City Manager has the authority to terminate the Opt Out Provision.

37.7 The City shall provide each employee a summary of the coverage for the plan under which the employee is covered.

37.8 Employees who retire from the City of Del Mar will have the opportunity to bear the entire cost of their access to the City’s health insurance programs and that continued access to health insurance benefits will require the approval of existing health insurance providers which is believed likely but not guaranteed by the City. In making any amendments to such contracts City shall have the right to agree to those terms and conditions to such amendments, if any, necessary to implement this benefit, so long as any such amendments provide access to health insurance programs as contemplated herein. In the event the current health insurance providers deny retiree access to health

insurance benefits at any time during the term of this Agreement, the City shall have no obligation to contract for additional health insurance programs which provide access to health insurance benefits for retirees. Nothing herein contained is intended to guarantee the availability of any particular health insurance program to be offered to City's employees and retired employees. The retiree health insurance availability is at the sole discretion of the City Manager and can be terminated at any time.

Article 38 - Life Insurance

- 38.1 The parties agree the City has the right to provide this insurance by self-insurance, through an insurance company, or by any other method which provides the coverage outlined.
- 38.2 Prior to changing the current method of coverage, the City shall discuss the change with the Association.
- 38.3 The City shall provide term life insurance for each employee in the amount of the employee's annual salary not to exceed \$50,000. Employees may, through payroll deductions, purchase dependent coverage in the amount of \$5,000 for their spouse and children (children 14 days to 6 months = \$500).
- 38.4 Effective not later than July 1, 2001, the City shall amend the current PERS contract to provide the fifth level of the 1959 Survivor Benefits for Local Fire Members.

Article 39 - Dental Insurance

- 39.1 The parties agree the City has the right to provide this insurance by self-insurance, through an insurance company, or by any other method which provides the coverage outlined.
- 39.2 Prior to changing the current method of coverage, the City shall discuss the change with the Association.

Article 40 - Deferred Compensation

- 40.1 Employees shall continue to have the option of participating in the City's deferred compensation plan.
- 40.2 The City has the option of changing plans or providers, however, prior to making any such change, the City shall notify the Association and shall discuss the reasons for the change.
- 40.3 The City agrees to explore the viability of adding more than one deferred compensation carrier and will involve the Association in that process.

Article 41 - Grievance Procedure

General Provisions

- 41.1 "Grievance" is defined as an alleged violation, misinterpretation, or misapplication of this agreement, which adversely affects an employee(s).
- 41.2 "Grievant" is an employee or a group of employees.
- 41.3 Time limits may be waived by mutual written agreement of the parties.
- 41.4 If time limits are not met, the grievance may be advanced to the next step at the option of the party waiting for the response.
- 41.5 A grievant may be represented by a representative of his/her own choice at any step in the presentation of his/her grievance.
- 41.6 No reprisal shall be taken against any employee for the legitimate use of this procedure.
- 41.7 A grievance shall be filed in writing within thirty (30) calendar days of the date on which the employee knew or reasonably should have known of the alleged grievable incident.
- 41.8 Any grievance not timely filed or appealed within specified time limits, shall be null and void.

Procedure

- 41.9 STEP 1: The grievant shall first attempt to resolve the problem through discussions with his/her immediate supervisor.
- 41.10 Such discussions shall be initiated within the time period defined in 40.7 above.
- 41.11 The parties shall make a sincere effort to resolve the problem at this step in a prompt and expeditious manner.
- 41.12 STEP 2: If the problem is not resolved at Step 1 and the grievant wishes to appeal, the grievant shall file a written grievance within the time limits defined in 40.7 above with his/her immediate supervisor.
- 41.13 Such grievance shall be filed on the form provided by the City and the form shall be completely filled out in clear, factual and concise language.
- 41.14 Each party has the option of requesting a meeting to discuss the grievance.
- 41.15 The supervisor shall respond in writing to the grievance within seven (7) days of receipt of the grievance.

- 41.16 STEP 3: If the problem is not resolved at Step 2 and the grievant wishes to appeal, the grievant shall file a written appeal with his/her department head within seven (7) days of the supervisor's response.
- 41.17 Such appeal shall be filed on the form provided by the City and shall state the reasons the answer at the previous step was not acceptable.
- 41.18 The department head shall hold a meeting with the employee to discuss the grievance.
- 41.19 The department head shall respond in writing to the grievance within seven (7) days of receipt of the grievance.
- 41.20 STEP 4: If the problem is not resolved at Step 3 and the grievant wishes to appeal, the grievant shall file a written appeal with the City Manager or his/her designee within seven (7) days of the department head's response.
- 41.21 Such appeal shall be filed on the form provided by the City and shall state the reasons the answer at the previous step was not acceptable.
- 41.22 The City Manager or designee shall hold a meeting with the employee to discuss the grievance.
- 41.23 The City Manager or designee shall respond in writing to the grievance within ten (10) days of receipt of the grievance.

Mediation

- 41.24 STEP 5: If the problem is not resolved at Step 4 and the grievant wishes to appeal, the grievant shall, within ten (10) days from the response of the City Manager, request that the City Manager set up mediation.
- 41.25 A State Mediator shall mediate the dispute according to the normal rules governing mediation.
- 41.26 There shall be no cost to the parties.

Article 42 - Layoffs and Re-Employment

- 42.1 In the event of a layoff, employees who have been promoted during their service with the City may bump back one classification in their career series to a position they formerly held, if there is an employee in the lower classification with less seniority than the employee who wants to bump.
- 42.2 For purposes of this Article, seniority shall be defined as the number of months of paid time since the employee's most recent date of hire with the City.

- 42.3 Employees on layoff shall be offered re-employment in the inverse order of layoff, provided no intervening factors have occurred which essentially change the ability of the employee to perform the offered employment.
- 42.4 Employees recalled to work shall return to work at the time specified by the City.
- 42.5 The City shall give the employee reasonable advance notice.
- 42.6 Employees who fail to report to work shall be considered as having resigned.
- 42.7 Any laid-off employee who refuses an offer of employment to the classification from which they were laid off shall be considered as having resigned.
- 42.8 Employees on a layoff re-employment list shall have preference over new hires.

Article 43 - Personnel Rules & Regulations

- 43.1 The Articles of this agreement listed below are also covered in the City Personnel Manual. It is the intent of the parties that the provisions in both the Personnel Manual and the agreement be the same. If there is a conflict between the two the provisions of this agreement shall prevail over the Personnel Manual. The affected Articles are:

- | | |
|----------------------------------|-----------------------------------|
| Article 16 Work Schedules | Article 27 Sick Leave |
| Article 17 Overtime | Article 28 Personal Leave |
| Article 21 Tuition Reimbursement | Article 29 Maternity Leave |
| Article 22 Mileage | Article 30 Bereavement Leave |
| Article 23 Work Out-of-Grade | Article 31 Unpaid Leave |
| Article 24 Call-Back | Article 32 Witness Pay |
| Article 25 Holidays | Article 33 Jury Duty Pay |
| Article 26 Vacation | Article 40 Grievance Procedure |
| | Article 41 Layoffs & Reemployment |

Article 44 - Americans with Disabilities

- 44.1 The parties recognize that the City may be required to make accommodations in order to carry out its obligations under the Americans with Disabilities Act (ADA). Some of these accommodations may require actions which are contrary to the language or intent of existing provisions of this agreement. In such cases, the parties agree that such accommodation shall not constitute a "past practice" or waiver by either party of its right to fully enforce such provisions in the future with regard to persons not subject to the protections of the ADA.
- 44.2 The parties recognize that circumstances surrounding ADA compliance in individual cases may involve matters which are personal and require the utmost confidentiality. Specifics of an individual case may not be divulged by the City.

Article 45 – Job Fitness Evaluations

45.1 Transitional Return to Work (TRTW) Policy

Purpose

The City is committed to providing a work environment that is free from discrimination. In keeping with this commitment, the City maintains a strict policy prohibiting discrimination and harassment of injured employees.

The City’s Transitional Return to Work (TRTW) Program is designed to assist full-time employees in recovering from work-related and non-work-related injuries or illnesses and returning them to their usual and customary occupation as early as possible.

Policy

It is the policy of the City of Del Mar that:

A. DEFINITIONS:

1. Temporary Return To Work (TRTW) Assignment is defined as a temporary work assignment, which is made as a result of a work-related or non-work-related injury or illness that has resulted in the employee being unable to perform the essential job duties specified in the employee’s job description. TRTW assignments that are medically appropriate will be offered whenever possible to injured full-time employees, who are temporarily precluded from performing their normal duties.
2. TRTW Coordinator: The City Manager’s designee will act as the TRTW coordinator.

B. ELIGIBILITY:

To be eligible for or to continue a TRTW assignment, the employee must:

1. Inform the Supervisor of the work related or non-work-related injury or illness no later than the first regular workday following knowledge of the injury or condition or as soon as possible if the specific circumstances do not allow such notice. If the injury is work-related, the employee must follow all workers’ compensation procedures.
2. Be expected to return to full duty in his/her regular position.
3. Provide a statement from the Health Care Provider on the required City form, Attachment A, which indicates all modified work restrictions. The information provided by the Health Care Provider should be based upon the job description for the employee’s position and be as specific as possible to ensure that any TRTW assignments will not exacerbate the employee’s injury or illness.
4. Comply with all modified work restrictions that the Health Care Provider specifies. The TRTW Coordinator may request clarification of work restrictions from the Health Care Provider.

5. Provide an updated statement from the Health Care Provider after each related appointment (medical, physical therapy, etc.), unless otherwise specified by the TRTW Coordinator.
6. Keep supervisors and the TRTW Coordinator notified of upcoming medical appointments related to the injury or illness, status of work restrictions and anticipated date of returning to full duty.
7. Comply with all City personnel rules and regulations and safe work practices as required.
8. Schedule related appointments (medical, physical therapy, etc.) for the first or last two hours of the work day whenever possible and not attend medical or physical therapy appointments more than three times per week during work hours without prior approval of the TRTW Coordinator.
9. Submit at any time to a medical evaluation performed by a CITY Health Care Provider at City expense. Such evaluations shall be the final determination as to duration and assigned duties of all TRTW assignments.

C. TRTW ASSIGNMENTS:

1. TRTW assignments might consist of the following:
 - i. The employee's regular job, modified to be within the work restrictions;
 - ii. One or more job duties in the employee's department which are within the work restrictions; or, when (a) and (b) are not available,
 - iii. Other job duties in other City departments, which are within the work restrictions.
2. An assignment will be considered as a TRTW assignment when it is temporary, medically suitable, and the employee possesses the qualifications and skills necessary to satisfactorily perform the duties.
3. An employee on a TRTW assignment will not work overtime assignments or holidays without the express permission of the Department Head and/or the TRTW Coordinator.
4. An employee on a TRTW assignment must promptly notify the appropriate Supervisor/Department Head if they are unable to perform the duties of the TRTW assignment.
5. Subject to the applicable conditions/requirements of the Family and Medical Care Act (FMLA) and the California Family Rights Act (CFRA), a TRTW assignment is mandatory if it is due to a work-related injury or illness and an assignment within the employee's work restrictions is available.
6. An employee with a non-work-related injury and/or illness may voluntarily request a TRTW assignment. If the employee refuses or chooses to discontinue a TRTW assignment offered by the City, the City is not obligated to provide alternatives.
7. An injured workers' regular position will not remain vacant indefinitely. However, the City will follow all applicable laws when considering filling positions that are vacant due to an injury and/or illness and will attempt to first exhaust all reasonable alternatives to hiring a regular replacement.
8. When more than one employee at any given time is eligible for a TRTW assignment, the employee injured as a result of a work-related injury or illness

will be given priority over an employee not cleared for full unrestricted duty due to a non-work-related injury or illness.

9. The City will comply with all applicable laws to provide a “reasonable accommodation” for “qualified individuals” under the California Fair Employment and Housing Act (FEHA) and the Americans with Disability Act (ADA) as well as all conditions/requirements of the Family and Medical Care Leave Act (FMLA) and the California Family Rights Act (CFRA).

D. APPROVAL AND DURATION OF TRTW ASSIGNMENT:

1. Upon approval for a TRTW assignment by a Health Care Provider, the TRTW Coordinator shall determine if a specific short term need exists in an appropriate assignment that complies with the eligibility requirements of this policy.
2. If eligibility requirements can be met, the TRTW Coordinator authorize a TRTW assignment in a specific department. The TRTW Coordinator may, with the concurrence of the Department Head and the City Manager, approve those TRTW assignments deemed to be in the best interest of the City.
3. Once the TRTW assignment has been identified, the TRTW Coordinator will prepare an agreement which outlines the duties of the assignment as well as the employee’s restrictions as provided by the employee’s Health Care Provider. Both the employee and the employee’s Supervisor will be required to sign the agreement to assure that they understand what is expected of them throughout the term of the TRTW assignment. Failure by either the employee or the Supervisor to comply with the conditions stipulated in the agreement may result in disciplinary action.
4. The TRTW assignment will be limited to ninety (90) calendar days in duration. Following each related appointment (medical, physical therapy, etc.), the TRTW Coordinator will re-evaluate the appropriateness of continuing the TRTW assignment. The City may determine that is has a bona fide business necessity to fill vacant positions in order to continue levels of public service. Therefore, TRTW assignments may not be guaranteed for the full ninety (90) days.
5. If circumstances warrant, the duration of the TRTW assignment may be extended if recommended by the TRTW Coordinator and approved by the employee’s Department Head and the City Manager.
6. The City may discontinue the TRTW assignment at any time if the City deems it is no longer in the best interest of the City to continue the assignment.

E. COMPENSATION:

1. Employees performing in a TRTW assignment capacity shall continue to receive the rate of pay of their regular assignment. Therefore, if the injury or illness is work-related, the employee will not be eligible for workers’ compensation temporary total disability (TTD) benefits, during periods of full-time assignment. Also, the employee will not be eligible for long-term disability benefits.
2. If a TRTW assignment is part-time, the employee will continue to receive the rate of pay of their regular assignment and applicable accrued benefits will be

pro-rated based on the number of hours worked each pay period. In addition, the employee's workers' compensation temporary total disability (TTD) benefits and/or long term disability benefits may be pro-rated or discontinued based on the number of hours worked each pay period.

F. TERMINATION OF TRTW STATUS:

Termination of TRTW status will become effective if and when:

1. The employee engages in employment other than that authorized by the transitional duty assignment and not in accordance with the medical restrictions;
2. The employee is terminated from employment for any reason;
3. The treating Health Care Provider's restrictions expire or are rescinded;
4. The employee refuses to follow the treating Health Care Provider's instructions; or
5. The ninety (90) day time period for the assignment has expired and no extension has been granted.

If the employee still has work restrictions that prevent them from performing their job duties, the employee will be placed on workers' compensation, long-term disability or the appropriate leave per California Labor Code.

G. RETURN TO REGULAR WORK ASSIGNMENT:

1. Employees on a TRTW assignment will be returned to their regular work assignment on the date that their treating Health Care Provider returns them to full duty without restrictions.
2. If the employee's Health Care Provider releases the employee to work with permanent work restrictions and the employee is not a "qualified individual with a disability" under state or federal law, the City will determine on a case-by-case basis whether there is a full-time regular City position that the employee can perform with his/her work restriction(s). The City Manager's Department has the responsibility of determining who is a "qualified individual with a disability" under state or federal law for purposes of employment with the City and whether or not a specific request can be accommodated by the City.
3. In the event the City is concerned with a performance-related issue due to the injury or illness, the City reserves the right to send a returning employee to a City Health Care Provider for a "fitness for duty" examination that specifically exams the cause for the leave from full duty prior to his/her return to work.
4. When the employee has been on a modified duty assignment for sixty (60) or more working days and returns to a regular work assignment, the employee's next performance evaluation date and/or probationary period (as applicable) will be extended for the period of time the employee served in a modified duty assignment. The extension of time will be applicable to all probationary employees. In the event the City is concerned with a performance related issue, for those employees who have successfully passed probation and are on a regular performance evaluation schedule, the extension of time will be

applicable only when the employee is on a TRTW assignment in category “b” or “c” of Section C (1).

H. REFERENCES:

Family and Medical Care Act (FMLA),
Workers’ Compensation laws including Labor Code, Section 4850
California Fair Employment and Housing Act (FEHA)
Americans with Disability Act As Amended (ADAA)
California Family Rights Act (CFRA)
City’s Personnel Rules and Regulation

Article 46 – Educational Incentives

46.1 Employees with an Associate of Arts (AA) or Associate of Sciences (AS) degree shall receive an additional one-hundred dollars (\$100) per month, in addition to their base salary. This provision is available upon starting employment with the City of Del Mar. This will be reported to CalPERS as an “Off-Salary-Schedule Pay.”

46.2 Employees with a Bachelor of Arts (BA) or Bachelor of Science (BS) degree shall receive an additional two-hundred dollars (\$200) per month, in addition to their base salary. This provision is available upon starting employment with the City of Del Mar. This will be reported to CalPERS as an “Off-Salary-Schedule Pay.”

46.3 The maximum incentive to be received by an employee for education is \$200 monthly.

46.4 New employees who possess a degree and provide documentation at the time of hire, shall receive an educational incentive effective the date of hire. Existing employees who receive a degree during their employment, shall be responsible for notifying Human Resources and providing documentation. Such employees shall receive an educational incentive effective the date of notification.

Article 47 – Paramedic Pay

47.1 Fire Captains or Engineers with a current Paramedic license shall receive paramedic pay in the amount of \$150/month paid on a bi-weekly basis.~~A Captain or Engineer with a current Paramedic license shall receive a five percent (5%) increase in base pay for any shift in which he/she is serving as the only certified Paramedic on duty.~~

47.2 To further incentivize employees to retain their Paramedic Certification for the duration of their employment with the City of Del Mar, the City will cover the cost of the bi-annual recertification.

Article 48- Retirement Health Savings

48.1 The City agrees to continue to administer the ICMA-RC Retirement Health Savings (RHS) account for the employees represented by this agreement.

48.2 Effective July 1, 2023, in addition to the agreed upon employee contributions (1% for Firefighter/Paramedic positions, and 3% for Fire Engineers and Captains) established by the existing agreement with ICMA-RC (MissionSquare), all current members of this unit must have 24 hours of vacation converted annually as a cash deposit to their RHS account at the employee’s current base hourly rate. Each member will be required to have the balance of a minimum of 96 hours preceding the conversion. Conversion will take place annually in the pay period that includes July 1 (with the exception of September 1 in the first year of the agreement). Members will not be required to convert in the years when they don’t have a balance of 96 hours of accrued vacation as of July 1.

Article 49- Survey Market

49.1 The Association acknowledges the City Council’s philosophy and City practice of _____-surveying the entire San Diego County region for employee salary and benefit data and, _____ in the spirit of cooperation and collaboration, the Parties agree to share, review and provide _____ feedback on the data collected by each Party with each other during future negotiations.

Article 50 – Health and Wellness Program

50.1 By July 1 of each year of this agreement (with the exception of September 1, 2023) all members of this bargaining unit will be eligible to receive an annual physical that coincides and complies with NFPA 1582 standards. DMFA and the City will meet and confer to determine a provider/vendor and an Administrative Policy that will memorialize the procedures and responsibilities associated with the Health and Wellness Program established by this MOA.

[SIGNATURES ON THE FOLLOWING PAGE]

Article 51 – Signatures

IN WITNESS THEREOF, the Parties who signatures appear below represent that they are authorized to sign this MOA, approved by the Del Mar City Council on ~~July 10th, 2023~~, on behalf of their respective agencies.

Del Mar Firefighters Association

City of Del Mar

Joel Carrington, President

Ashley Jones, ~~Interim~~ City Manager

Giovanni Maniscalco, Vice President

Sarah Krietor, ~~Acting~~ Administrative Services Manager/City Clerk

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**Appendix A
City of Del Mar
Firefighter Unit**

Firefighter/Paramedic
Fire Engineer
Fire Captain



City of Del Mar Agenda Report

TO: Honorable Mayor and City Council Members

FROM: Amanda Lee, Principal Planner
Karen Brindley, Planning and Community Development Director
Via Ashley Jones, City Manager

DATE: July 10, 2023

SUBJECT: Presentation of Data Related to Active Short-Term Rentals and Council Direction on Next Steps to Consider Establishment of New Policies/Regulations

REQUESTED ACTION/RECOMMENDATION:

Staff recommends that the City Council receive a presentation of data collected related to active Short Term Rental (“STR”) operations in Del Mar and provide feedback and direction on next steps for future Council consideration of new STR policies and regulations.

BACKGROUND:

Creation of STR policies and regulations for the City of Del Mar is an established City Council priority special project. This effort initially began in 2016, and has involved several California Coastal Commission (CCC) actions, legal challenges, and enforcement considerations, as well as processing delays due to the timing of the final court decisions rendered during the COVID-19 pandemic. During the pandemic, the City Council directed the City’s limited resources to address the highest priority public health and safety issues and legal mandates, which delayed work on formulating new STR regulations. This work resumed in January 2023, with the collection of data to provide a current snapshot of the number, type, and general location of STR operations within the City. City staff have been coordinating with California Coastal Commission (CCC) staff throughout the process to keep them apprised.

STR’s are generally defined as visitor accommodation (commercial activity) in a dwelling unit where the unit as a whole is rented for less than 30 consecutive days. Until new regulations are adopted and become effective, new STRs are an allowed use in the City’s commercial zones including the Residential-Commercial (RC), Central Commercial (CC), North Commercial (NC), Professional Commercial (PC), Visitor-Commercial (VC), Hotel Specific Plan, and 941 Camino Del Mar Specific Plan zones; and as provided for by development entitlement (i.e., Wave Crest Resort Time Shares and L’Auberge Villas).

City Council Action:

Prior Actions to Accommodate Existing STRs Until New Regulations Take Effect

A. Initial Moratorium/Subsequent Forbearance Accommodations:

A core value of the Del Mar Community Plan is to protect the residential character of neighborhoods in residential zones. As the number of STRs operating in residential zones in the City increased, the City Council adopted a moratorium on new STRs in residential zones on April 4, 2016, and allowed existing, non-conforming STRs that provided satisfactory documentation, to temporarily continue operating while new regulations were developed.

The moratorium ended on November 6, 2017, when the City Council adopted Ordinance 934, which established new regulations for STRs which were submitted to the CCC as a Local Coastal Program Amendment. On November 6, 2017, the City Council also adopted Resolution 2017-71 to establish a forbearance period to temporarily delay enforcement action against existing, non-conforming STRs that were in operation prior to April 4, 2016. The forbearance period did not confer legal status to non-conforming STRs, rather, it provided the ability to continue to operate until new regulations take effect. Due to the reasons described earlier in this report, the forbearance has been consistently applied, enforced, and maintained in effect as shown below:

Date	City Council Action
Nov 6, 2017	Adopted new STR Ordinance 934 and Resolution 2017-71 to establish Forbearance Policy to replace the moratorium with a similar temporary delay from enforcement and transition period for affected STR owners
Sep 4, 2018	Approved six-month extension to March 2019 (Resolution 2018-61).
Feb 11, 2019	Approved one-year extension to February 2020 (Resolution 2019-09).
Feb 3, 2020	Approved one-year extension to February 2021 (Resolution 2020-05).
Feb 1, 2021	Approved two-year extension to February 2023 (Resolution 2021-04).
Jan 23, 2023	Approved two-year extension to January 2025 (Resolution 2023-02).

B. STR “7/28 Ordinance” - Ordinance 934:

November 6, 2017 - The City Council adopted Ordinance 934 to establish new STR regulations. This ordinance, also referred to as the “7/28 ordinance”, never took effect because Zoning/Local Coastal Program Amendments require CCC certification per the California Coastal Act in order to take effect.

June 7, 2018 – After the CCC conditionally certified Ordinance 934 in June 2018, the City processed an extension. However, while the City was waiting for final resolution of related

litigation (City of Del Mar v. California Coastal Commission), the conditional approval expired on December 13, 2019.

February 7, 2021 - The court dismissed the City of Del Mar v. California Coastal Commission case because the CCC's conditional approval had expired.

To establish new STR policies and regulations, the City must process a new ordinance and submit the adopted ordinance to the CCC for certification.

Process to Establish New Policies/Regulations

In preparation for the City Council to provide policy direction on the development of new STR policies and regulations, the City Council Planning Liaisons, Councilmembers Dave Druker and Terry Gaasterland, have recommended that the City Council first identify the objectives and guiding principles for this effort. This discussion is envisioned to occur at the City Council meeting on July 24, 2023. Once the Council has provided the necessary policy and regulatory framework, staff will work on drafting an ordinance for consideration through a public process that will include the following:

- An environmental analysis of the draft ordinance resulting in an environmental determination for review by the public and decision makers in accordance with the California Environmental Quality Act.
- Availability of the draft ordinance for public review for a period of at least six (6) weeks prior to City Council consideration for adoption.
- During this time, the Planning Commission will hold a noticed public hearing to provide a recommendation to the City Council.
- The City Council will hold a noticed public hearing to introduce the ordinance and a second hearing to adopt the ordinance.
- Once adopted, the ordinance will be submitted to the Coastal Commission for certification of the associated Local Coastal Program Amendment.

DISCUSSION/ANALYSIS:

In January 2023, staff engaged one of the City's existing as-needed consultants, DTA, to prepare an analysis identifying the number and characteristics of active STRs within the City. Specifically, the study identified and analyzed the following:

- Total number of dwelling units in the City, including the respective number of vacant and occupied units;

- The number and general location of all STRs currently operating in the City;
- The respective number of STRs that are investment properties where the owner does not live on-site, rentals of an owner's primary residence, or homestay STR rentals of a portion of an owner's primary residence; and
- STR booking data characteristics such as length of stay (days per rental), occupancy capacity per STR, and rental rates per STR.

The data and analysis are intended to facilitate a general understanding of the STRs currently operating in Del Mar to inform community discussions and future City Council policy direction. DTA collected data for the timeframe of January 1 through April 30, 2023, and prepared an analysis of baseline STR conditions (Attachment A). While some of the data collected is proprietary, DTA disclosed their methodology for data collection from AirDNA, which is a reputable data source. A copy of the City's Zoning Map (Attachment B) is also attached for reference.

The following is a summary and analysis of the results collected for this snapshot in time:

- **According to the population and housing data for 2020 published by the United States Census Bureau, there are 2,574 dwelling units in the City.**

While this is the data source that DTA used for their analysis, it should be noted that the 2023 Department of Finance estimate of dwelling units for Del Mar is 2,601.

- **116 STRs are being advertised for rent on a daily basis in the City of Del Mar.**

This includes the number of dwelling units that are being advertised for short term rental. Where a dwelling unit was being advertised on multiple sites, or where a single unit was advertised with potential for rent as multiple smaller rentals, it was only counted once.

- **This represents approximately 4.51% of the total dwelling units in the City.**

This is in line with what is generally considered to be a reasonable proportion of the total housing stock. For comparison, the Del Mar Times reported on May 28, 2023, that the City of Solana Beach typically issues approximately 250 to 350 STR permits per year, which is equivalent to approximately 5% of their housing stock. Using the Department of Finance's 2023 estimate of 2,601 total dwelling units in Del Mar, STRs would be closer to 4.46% of the City's total housing stock.

- **8% (9) of the 116 STRs are operating in locations where they are currently allowed under existing regulations and/or entitlements.**

There are 9 STRs operating in locations where STR use is allowed including within the Wavecrest Resort (R2 zone) and L'Auberge Vacation Villas (Hotel Specific Plan). For context, there are 31 units total at Wavecrest Resort and 12 total units at L'Auberge Vacation Villas. The City has additional capacity for STRs in other commercial zone locations including the Residential Commercial zone, Central Commercial zone, North Commercial zone, Professional Commercial zone, Visitor Commercial Zone, and 941 Camino del Mar Specific Plan.

- **Of the 116 STRs, 69% (80) are investment properties where the owner does not live on-site and 31% (36) are rentals of an owner's primary residence.**

Most properties being used as STRs are properties where the owner of record is identified as a trust, corporation, or entity that is not the occupant of the unit. A smaller subset are STRs in an owner's primary residence that includes whole unit rentals and STRs where an owner rents out only a portion of their home. DTA indicated that the STRs identified in Del Mar did not include any where the rental would involve renting the unit with an owner present on-site.

- **3.7 days is the average length of stay for STRs in Del Mar.**

For comparison, STRs in the La Jolla community of the City of San Diego were reported as a 3-day average, City of San Diego STRs (92114 zip code) as a 3.5-day average, and City of Solana Beach STRs as a 4.5-day average for each rental agreement.

- **\$630 is the average rental rate per night in Del Mar.**

For comparison, the City of Solana Beach STRs are \$365 per night average, City of San Diego STRs (92114 zip code) are \$489 per night average, and La Jolla STRs are \$507 per night average for each rental agreement.

- **62% is the average occupancy rate for the 116 STRs.**

This data reflects the number of days that an advertised STR was occupied versus unrented where a high occupancy rate indicates a high utilization rate. For comparison, the City of Solana Beach STRs are 65% average occupancy, La Jolla STRs are 69% average occupancy, and City of San Diego STRs (92114 zip code) are 72% average occupancy.

- **Within Del Mar the top locations for STRs include RM-West zone (37 STRs), R2 zone (20 STRs not including Wave Crest), and RM-East zone (18 STRs).**

The most common locations for STRs listed above are in proximity to the shoreline in the North Beach neighborhood and in the South Bluff neighborhood. Additional shoreline locations include R1-5B zone (8 STRs), RM-South zone (7 STRs), Wave Crest Resort (3 STRs), L'Auberge Villas (6 STRs), and BC zone (1 STR). STRs were also identified in the hill neighborhoods in the R1-10 zone (15 STRs) and CVPP (1 STR).

HOUSING IMPACT:

STRs involve commercial use of a dwelling unit that can displace long term housing stock. This special project to establish new STR policies/regulations is consistent with the City's Housing Element Program 5C as a measure intended to reduce current vacancy rates (units reported as unoccupied due to off-site owners with no long-term housing tenant) and protect the residential character of neighborhoods in residential zones (i.e., creating new opportunities for STRs in commercial zones and maintaining the majority of dwelling units in residential zones for long term housing).

FISCAL IMPACT:

There is no fiscal action to be taken by the City Council for this agenda item.

ENVIRONMENTAL IMPACT:

The requested action is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) (General Rule) because CEQA only applies to projects with the potential for causing a significant effect on the environment. For the purpose of CEQA, there is no change in baseline environmental conditions as a result of the action.

NEXUS TO CITY COUNCIL GOALS AND PRIORITIES:

The STR Regulations special project is a City Council identified priority for completion in Fiscal Year 2023-2024.

ATTACHMENTS:

Attachment A – DTA Short Term Rental Study – June 13, 2023
Attachment B – City Zoning Map



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SHORT-TERM RENTAL STUDY

CITY OF DEL MAR

June 13, 2023

Public Finance
Public-Private Partnerships
Development Economics
Clean Energy Bonds

*Newport Beach | San Jose | San Francisco | Riverside
Dallas | Houston | Raleigh | Tampa*

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I EXECUTIVE SUMMARY

A Purpose of the Study

DTA has been engaged by the City of Del Mar (the "City") to prepare an analysis (the "Study") identifying the number and characteristics of active Short-Term Rentals ("STRs") within the City. Specifically, the Study identifies and analyzes the following:

- The total number of dwelling units in the City, including the respective number of vacant units and occupied units;
- The number and general location of all STRs currently operating in the City;
- The respective number of STRs that are investment properties where the owner does not live on-site, rentals of an owner's primary residence, or homestay STR rentals of a portion of an owner's primary residence; and
- STR booking data characteristics such as length of stay (days per rental), occupancy capacity per STR, and rental rates per STR.

B Summary of Findings

- According to the population and housing data for 2020 published by the United States Census Bureau, there are 2,574 dwelling units in the City;
- There are currently 116 active STRs in the City that are being advertised, which means the active STR listings account for approximately 4.51% of the total dwelling units in the City;
- Of the 116 advertised STRs, nine (9) STRs (less than 10%) are operating in locations where the STR use is currently allowed (i.e., Wave Crest Resort and L'Auberge Villas) and the remainder are being advertised for rent in residential zones where the use is currently not an allowed use per the applicable base zone;
- Most STRs in the City are investment properties where the owner does not live on-site; and
- For the 116 STRs analyzed in this Study between January 1 to April 30, 2023, the average length of stay per STR was 3.7 days, the average occupancy rate per STR was 62.3%, and the average rental rate per STR was \$629.60 per night.

Table ES-1 provides a summary of the STRs by location.

Table ES-1: Distribution of STRs by Location

Location	Active STRs	% of Total
STR Operations Where STR is an Allowed Use (Wave Crest, L'Auberge Villas)	9	7.76%
STR Operations Where STR is <u>Not</u> an Allowed Use	107	92.24%
Grand Total	116	100.0%

B.1 STRs by Location

Of the active STRs being advertised, only 3 of the 31 total units at the Wave Crest Resort and 6 of the 12 total units at the L'Auberge Villas are specifically advertising the rentals as available for STR. Regardless, the combined 43 units in these two locations are all visitor accommodations that can be used as short-term visitor rentals in accordance with applicable entitlements. A summary of the distribution of active STRs in allowed locations is provided in Table ES-2.

Table ES-2: STRs at Allowed Locations

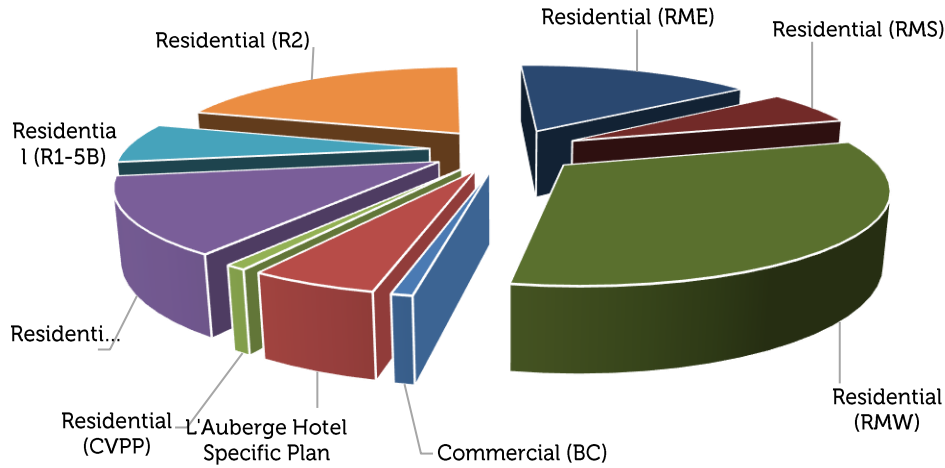
Location	Units Advertised as STRs	Total Units at Location
Wave Crest Resort	3	31
L'Auberge Villas	6	12

Data on active STRs was further categorized by zone, information for which was provided by the City. Table ES-3 and Figure 1 below summarize the STRs by zone.

Table ES-3: Distribution of STRs by Zone

Zone	Active STRs	% of Total Active STRs by Zone
Commercial (BC)	1	0.86%
L'Auberge Hotel Specific Plan	6	5.17%
Residential (CVPP)	1	0.86%
Residential (R1-10)	15	12.93%
Residential (R1-5B)	8	6.90%
Residential (R2)	23	19.83%
Residential (RME)	18	15.52%
Residential (RMS)	7	6.03%
Residential (RMW)	37	31.90%
Total	116	100.00%

Figure 1: % of Total Active STRs by Zone



B.2 STRs by Property Type

Notably, the data collected indicates that none of the active listings are homestay STRs. Instead, 100% of the active STRs are either investment properties or primary residences where visitors stay while the owner is away. Table ES-4 below provides a breakdown of the STRs by property type.

Table ES-4: Distribution of STRs by Property Type

Property Type	Active STRs	% of Total Active STRs by Property Type
Investment Property (Not Primary Residence)	80	68.97%
Primary Residence	36	31.03%
Total	116	100.00%

B.3 City Housing Summary

According to the population and housing data for 2020 published by the United States Census Bureau, there are a total of 2,574 dwelling units in the City, of which 1,932 are occupied. Based on this information, the active STR listings (116) account for approximately 4.51% of the total dwelling units in the City.

Table ES-5: Total Dwelling Units

Status	Dwelling Units	% of Total Dwelling Units
Occupied	1,932	75.06%
Vacant	642	24.94%
Total Dwelling Units	2,574	100.00%
Active STRs	116	4.51%

B.4 Booking Data

Based on the booking data provided by AirDNA, the following section provides a summary of the average and range of the length of stay, occupancy, and rental rate per STR:

B.4.i Average Length of Stay

The average length of stay was determined as follows:

The average of the [Number of Days Reserved] ÷ [Number of Reservations Made]

The average length of stay was **3.7 days** and ranged from a minimum of 1.0 day to a maximum of 15.0 days.

Table ES-6: Average Length of Stay by Jurisdiction

Jurisdiction	Active STRs	Average Length of Stay
City of Del Mar	116	3.7
Del Mar (Zip Code 92014)*	214	3.5
Solana Beach*	349	4.5
La Jolla*	963	3.0

*Source: AirDNA. Data provided as of May 1, 2023.

B.4.ii Average STR Occupancy Rate

The STR occupancy rate was determined as follows:

[Number of Days Reserved] ÷ ((Number of Days Reserved) + [Number of Days Available])

The average STR occupancy rate for active STRs in the City was **62.3%** and ranged from a minimum of 0.0% occupancy to 100% occupancy over the same period.

Table ES-7: STR Occupancy Rate by Jurisdiction

Jurisdiction	Active STRs	Average Occupancy Rate
City of Del Mar	116	62%
Del Mar (Zip Code 92014)*	214	72%
Solana Beach*	349	65%
La Jolla*	963	69%

*Source: AirDNA. Data provided as of May 1, 2023.

B.4.iii Average Daily Rate (“ADR”)

The Average Daily Rate was determined as follows:

The average of the [Revenue Generated] ÷ [Number of Days Reserved]

The average daily rate was **\$629.60** and ranged from a minimum of \$25 per night to a maximum of \$4,261.25 per night.

Table ES-8: Average Daily Rate by Jurisdiction

Jurisdiction	Active STRs	Average Daily Rate
City of Del Mar	116	\$630
Del Mar (Zip Code 92014)*	214	\$489
Solana Beach*	349	\$365
La Jolla*	963	\$507

*Source: AirDNA. Data provided as of May 1, 2023.

C Methodology

DTA primarily relied on data provided by AirDNA, a reputable source for STR operations data that is used by other local jurisdictions. The AirDNA information was obtained through the purchase of a data subscription where the following data was requested to identify the number of STRs in the City of Del Mar and greater 92014 zip code:

- A summary of active STR listings between January 1 and April 30, 2023;
- Data on all STR listings (active and inactive); and
- Collection of historical monthly booking data for all STR listings.

The initial information provided by AirDNA included data for a much broader listing of STRs located outside of the City that included properties in the greater 92014 zip code that are in the City of San Diego, as well as properties in other zip codes in the City of Solana Beach and County of San Diego jurisdictions. This initial data set was refined, firstly to exclude inactive listings from the dataset and, secondly, to exclude properties located outside of the City of Del Mar from the dataset. For the first step, any STRs (in the dataset for all STR

listings) with a last active status before January 1, 2023, were filtered out as inactive listings. For the second step, DTA determined whether or not an STR listing was located in the City by using the longitude/latitude coordinates of the location identified on the listing and cross-referenced that location with the listing descriptions, pictures, amenities, etc., to determine a more exact location for each property.

To generate the booking statistics, DTA relied on the booking data for each active STR, provided by AirDNA for 2023, as of April 30, 2023. This data was consolidated by month and included the following fields utilized in the analysis: the number of reservations made, number of days reserved, number of days available (i.e., not reserved), and revenue generated.

In addition to the AirDNA data, DTA also utilized City data to confirm property addresses, applicable zoning, and property ownership details. This information was reported in aggregate in this report to comply with AirDNA requirements to keep the proprietary property-specific details confidential.

D Limitations

DTA's Study relied on a static dataset that identified active and inactive STR listings between January 1, 2023, and April 30, 2023. In some cases, certain listings that were partially active in that period appeared multiple times because the owner(s) inactivated the listing under a certain name and re-listed the property under a different name within the same period. In other cases, certain listings were partially active on Airbnb for a window of time, then partially active on VRBO for a different window of time. These cases resulted in several duplicates being identified in and excluded from the active STR listing dataset. Of note, the determination that property(ies) were duplicates was made based on reviewing information on each listing (description, address, pictures, amenities, etc.).

Additionally, DTA relied primarily on location information generated by AirDNA based on the information on actual listing sites to determine which properties identified within zip code 92014 were in the City boundaries. Notably, location information provided on the listing sites is entered at the discretion of the person(s) listing property. As a result, the accuracy of such information cannot be guaranteed. For example, if the general location (longitude/latitude) provided on a listing fell outside the boundaries of the City, the listing was excluded from the dataset even though there is a possibility that the listing entity included an inaccurate location and that the property is in fact in the City. To partially mitigate this issue, DTA reviewed all active listings within the zip code to confirm (based on descriptions, pictures, amenities, etc.) the location of the listing. However, if a listing became inactive between January 1 and April 30 (specifically, prior to DTA initiating work), DTA could not confirm the location of such listings because the website for that listing would have been inactivated. For those listings, DTA relied on the longitude/latitude to determine whether the property is within the City boundaries.

Attachment B - Zoning Map

City of Del Mar Official Zoning Map

Residential Zones

- R1-40
- R1-14
- R1-10
- R1-10B
- R1-5
- R1-5B
- RME
- RMW
- RMC
- RMS
- R2
- CVPP

Commercial Zones

- RC
- CC
- BC
- PC
- NC
- VC

Miscellaneous Zones

- 941 SP
- PSP
- HSP
- FR
- FW
- RR
- PP
- PF

Overlay Zones

- Floodplain Overlay
- Bluff, Slope & Canyon Overlay
- Open Space Overlay
- Historic Preservation Overlay

0 400 800 1,200 Feet

Prepared: August 21, 2022

