

Chair Carlos Palacios  
Vice Chair Jamie Goldstein  
Board Member Martin Bernal  
Board Member Tina Friend



**SANTA CRUZ CITY/COUNTY LIBRARIES  
JOINT POWERS AUTHORITY BOARD**

# **Special Session**

**THURSDAY JUNE 27, 2019**

**10:00 A.M.**

**DOWNTOWN BRANCH LIBRARY  
224 CHURCH STREET, SANTA CRUZ, CA 95060**

**1. CALL TO ORDER / ROLL CALL**

Board Members Jamie Goldstein, Martin Bernal, Tina Friend and Chair Carlos Palacios

**2. ADDITIONS AND DELETIONS TO AGENDA**

**3. ORAL COMMUNICATION**

*Any member of the audience may address the Board on any matter either on or off the agenda that is within the Board's jurisdiction. Note, however, that the Board is not able to undertake extended discussion or act on non-agendized items. Such items can be referred to staff for appropriate action which may include placement on a future agenda. If you intend to address a subject that is on the Agenda, please hold your comments regarding that item until it is before the Board, so that we may properly respond to all comments on that subject at the same time. In general 3 minutes will be permitted per speaker during Oral Communication; A MAXIMUM of 30 MINUTES is set aside for Oral Communications at this time.*

**4. GENERAL BUSINESS**

- A. FY 2019/2020 Proposed Budget (PG.3-7)  
RECOMMENDED ACTION: Adopt FY19/20 Budget
- B. Library Director's Employment Agreement (PG.8-22)  
RECOMMENDED ACTION: Approve Library Director's Employment Agreement
- C. Accept and Distribute Funds (PG.23)  
RECOMMENDED ACTION: Approve Accept and Distribute Funds

**5. SCHEDULED UPCOMING MEETINGS**

<b>August 1, 2019</b>	<b>Downtown Branch Library 224 Church Street, Santa Cruz, CA 95060</b>	<b>Agenda Items: Approve Confidentiality of Library Records Policy Approve Collection Development Policy Approve Library Security Cameras Policy Friends of the Library Update Grand Jury Report</b>
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**6. ADJOURNMENT**

Adjourned to a Regular Meeting of the Library Joint Powers Authority (LJPA) to be held on Thursday August 1, 2019 at 9:00 a.m. at the Downtown Branch Library, located at 224 Church Street, Santa Cruz, CA 95060.

The Santa Cruz City-County Library System does not discriminate against persons with disabilities. Out of consideration for people with chemical sensitivities, we ask that you attend fragrance free. Upon request, the agenda can be provided in a format to accommodate special needs. Additionally, if you wish to attend this public meeting and will require assistance such as an interpreter for American Sign Language, Spanish, or other special equipment please call the Library Administration Office at (831)427-7706 at least five days in advance so that we can arrange for such special assistance, or email [library\\_admin@santacruzpl.org](mailto:library_admin@santacruzpl.org).

Chair Carlos Palacios  
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Board Member Tina Friend



SANTA CRUZ  
PUBLIC LIBRARIES

## STAFF REPORT

DATE: June 27, 2019  
TO: Library Joint Powers Authority Board  
FROM: Susan Nemitz, Library Director  
RE: Approve FY 19/20 Library Budget

### RECOMMENDATION

Approve FY 19/20 Library Budget and Public Service Hours

### DISCUSSION

The LJPB requested the City of Santa Cruz update the FY19 estimated actuals for personnel services. Public service hours may have to be reviewed throughout the fiscal year because of changes to construction schedules.

Attached please find the June 27<sup>th</sup> updated budget overview and the former June 6<sup>th</sup> version.

# Santa Cruz Public Libraries

## Budget Overview

	2018 <u>Actual</u>	2019 <u>Adjusted Budget</u>	2019 <u>Estimated Actual</u>	2020 <u>Requested Budget</u>	2021 <u>Projected Budget</u>
<b>Expenditures by Activity:</b>					
Personnel Services	9,464,611	10,133,492	10,362,615	11,480,842	11,825,267
Services, Supplies & Other Charges	4,051,769	4,502,931	4,436,960	4,570,532	4,571,797
Capital Outlay	181,410	257,299	257,299	218,000	218,000
Total Budget - Expenditures	<u>13,697,790</u>	<u>14,123,722</u>	<u>15,056,874</u>	<u>16,269,374</u>	<u>16,615,064</u>
Estimated Budgetary Savings (Not Adopted)		(770,000)		(770,000)	(770,000)
Projected Actual Expenditures	<u>\$13,697,790</u>	<u>\$14,123,722</u>	<u>\$15,056,874</u>	<u>\$15,499,374</u>	<u>\$15,845,064</u>
<b>Activity Resources:</b>					
Taxes	8,038,819	8,113,910	8,238,827	8,262,750	8,378,429
Member Contributions	5,582,224	5,655,273	5,655,273	5,725,273	5,725,273
Charges for Services	4,640	4,640	4,640	4,640	4,640
Fines and Forfeits	193,649	140,500	140,463	140,500	140,500
Donations & Trusts	59,831	103,195	110,202	54,713	35,000
Other Financing Sources	123,247	103,020	234,232	117,843	120,000
Total Resources	<u>\$14,002,410</u>	<u>\$14,120,538</u>	<u>\$14,383,637</u>	<u>\$14,305,719</u>	<u>\$14,403,842</u>
Sub Total Operational Savings or (Cost)	<u>\$304,620</u>	<u>(\$3,184)</u>	<u>(\$673,237)</u>	<u>(\$1,193,655)</u>	<u>(\$1,441,222)</u>
Proposed Savings (PG.24)				\$561,000	
Fund Balance Applied			\$673,237	\$632,655	\$1,441,222
Total	<u>\$304,620</u>	<u>(\$3,184)</u>	<u>\$0</u>	<u>\$0</u>	
<b>Reserve Funds</b>					
Fund Balance	\$2,361,083		\$1,687,846	\$1,055,191	(\$386,031)
20% Restricted Reserve	\$2,770,182		\$2,879,655	\$2,870,946	\$2,880,768
Capital Reserve	\$446,252		\$452,418	\$458,669	\$465,006

Updated: June 27, 2019

# Santa Cruz Public Libraries

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Capital Outlay	181,410	257,299	257,299	218,000	218,000
Total Budget - Expenditures	<u>13,697,790</u>	<u>14,123,722</u>	<u>15,529,744</u>	<u>16,269,374</u>	<u>16,615,064</u>
Estimated Budgetary Savings (Not Adopted)		(770,000)	(770,000)	(770,000)	(770,000)
Projected Actual Expenditures	<u>\$13,697,790</u>	<u>\$14,123,722</u>	<u>\$14,759,744</u>	<u>\$15,499,374</u>	<u>\$15,845,064</u>
<b>Activity Resources:</b>					
Taxes	8,038,819	8,113,910	8,238,827	8,262,750	8,378,429
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Total Resources	<u>\$14,002,410</u>	<u>\$14,120,538</u>	<u>\$14,383,637</u>	<u>\$14,305,719</u>	<u>\$14,403,842</u>
Sub Total Operational Savings or (Cost)	<u>\$304,620</u>	<u>(\$3,184)</u>	<u>(\$376,107)</u>	<u>(\$1,193,655)</u>	<u>(\$1,441,222)</u>
Proposed Savings (PG.24)				\$561,000	
Fund Balance Applied			\$376,107	\$632,655	\$1,441,222
Total	<u>\$304,620</u>	<u>(\$3,184)</u>	<u>\$0</u>	<u>\$0</u>	
<b>Reserve Funds</b>					
Fund Balance	\$2,361,083		\$1,984,976	\$1,352,321	\$0
20% Restricted Reserve	\$2,770,182		\$2,879,655	\$2,870,946	\$2,880,768
Capital Reserve	\$446,252		\$452,418	\$458,669	\$465,006

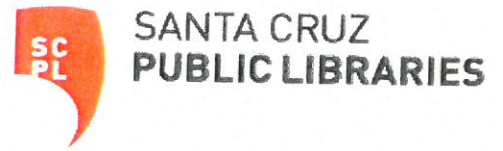
Reviewed: June 6, 2019

DATE	BRANCH	SUN	MON	TUE	WED	THURS	FRI	SAT	TOTAL # OF HRS
Current	Aptos	closed	10-8	10-8	10-8	10-8	10-5	10-5	54
	Boulder Creek	closed	closed	10-6	10-6	10-6	10-5	10-5	38
	Branciforte	closed	closed	10-6	10-6	10-6	11-5	11-5	36
	Capitola	closed	closed	closed	closed	closed	closed	closed	closed
	Downtown	1-5	10-8	10-8	10-8	10-8	10-5	10-5	58
	Felton	12-5	closed	11-6	11-6	11-6	12-5	12-5	36
	Garfield Park	closed	10-5	11-6	11-6	11-6	1-5	10-2	36
	La Selva Beach	closed	closed	10-7	10-7	10-6	12-5	12-5	36
	Live Oak	1-5	10-7	10-7	10-7	10-7	10-5	10-5	54
	Scotts Valley	closed	10-7	10-7	10-7	10-7	10-5	10-5	50
									398

DATE	BRANCH	SUN	MON	TUE	WED	THURS	FRI	SAT	TOTAL # OF HRS
November 1st	Aptos	closed	10-8	10-8	10-8	10-8	10-5	10-5	54
	Boulder Creek	closed	closed	10-6	10-6	10-6	10-5	10-5	38
	Branciforte	closed	closed	10-6	10-6	10-6	11-5	11-5	36
	Capitola	closed	closed	closed	closed	closed	closed	closed	closed
	Downtown	1-5	10-8	10-8	10-8	10-8	10-5	10-5	58
	Felton	closed	closed	closed	closed	closed	closed	closed	closed
	Garfield Park	closed	10-5	11-6	11-6	11-6	1-5	10-2	36
	La Selva Beach	closed	closed	closed	closed	closed	closed	closed	closed
	Live Oak	1-5	10-7	10-7	10-7	10-7	10-5	10-5	54
	Scotts Valley	closed	10-7	10-7	10-7	10-7	10-5	10-5	50
									326

DATE	BRANCH	SUN	MON	TUE	WED	THURS	FRI	SAT	TOTAL # OF HRS
February 1st	Aptos	closed	10-8	10-8	10-8	10-8	10-5	10-5	54
	Boulder Creek	closed	closed	closed	closed	closed	closed	closed	closed
	Branciforte	closed	closed	10-6	10-6	10-6	11-5	11-5	36
	Capitola	closed	closed	closed	closed	closed	closed	closed	closed
	Downtown	1-5	10-8	10-8	10-8	10-8	10-5	10-5	58
	Felton	10-5	10-7	10-7	10-7	10-7	closed	10-5	50
	Garfield Park	closed	10-5	11-6	11-6	11-6	1-5	10-2	36
	La Selva Beach	closed	closed	closed	closed	closed	closed	closed	closed
	Live Oak	1-5	10-7	10-7	10-7	10-7	10-5	10-5	54
	Scotts Valley	closed	10-7	10-7	10-7	10-7	10-5	10-5	50
									338
DATE	BRANCH	SUN	MON	TUE	WED	THURS	FRI	SAT	TOTAL # OF HRS
June 1st	Aptos	closed	closed	closed	closed	closed	closed	closed	closed
	Boulder Creek	closed	closed	closed	closed	closed	closed	closed	closed
	Branciforte	closed	closed	closed	closed	closed	closed	closed	closed
	Capitola	closed	10-8	10-8	10-8	10-8	10-5	10-5	54
	Downtown	1-5	10-8	10-8	10-8	10-8	10-5	10-5	58
	Felton	10-5	10-7	10-7	10-7	10-7	closed	10-5	50
	Garfield Park	closed	10-5	11-6	11-6	11-6	1-5	10-2	36
	La Selva Beach	closed	closed	10-7	10-7	10-6	12-5	12-5	36
	Live Oak	1-5	10-7	10-7	10-7	10-7	10-5	10-5	54
	Scotts Valley	closed	10-7	10-7	10-7	10-7	10-5	10-5	50
									338

Chair Carlos Palacios  
Vice Chair Jamie Goldstein  
Board Member Martin Bernal  
Board Member Tina Friend



## **STAFF REPORT**

DATE: June 27, 2019  
TO: Library Joint Powers Authority Board  
FROM: Susan Nemitz, Library Director  
RE: Library Director Employment Agreement

### **RECOMMENDATION**

Approve the Employment Agreement for the Director of Libraries for a three year term.

### **DISCUSSION**

The present contract expires on July 1, 2019. No changes to compensation are involved in this action.



## EMPLOYMENT AGREEMENT

### DIRECTOR OF LIBRARIES

THIS AGREEMENT by and among the SANTA CRUZ CITY/COUNTY LIBRARY JOINT POWERS AUTHORITY, a public authority (hereinafter referred to as "LJPA"), the CITY OF SANTA CRUZ, a municipal corporation (hereinafter referred to as "CITY"), and SUSAN NEMITZ, an individual (hereinafter referred to as "EMPLOYEE"), is entered into on the date by which it has been duly approved and executed by all parties hereto.

WHEREAS, the LJPA was established pursuant to a Joint Powers Agreement executed on June 24, 1996 by the County of Santa Cruz, the City of Santa Cruz, the City of Capitola and the City of Scotts Valley to provide joint library services within these jurisdictions; and

WHEREAS, the Fourth Amendment to the Joint Powers Agreement executed on December 16, 2015 provides that the Director of Libraries ("DIRECTOR") shall be hired by the LJPA and serve pursuant to the terms of an employment contract; and

WHEREAS, the contract between the DIRECTOR and LJPA shall outline details of compensation and benefits; and

WHEREAS, the contract may be administered by the County of Santa Cruz, the City of Santa Cruz, the City of Capitola, or the City of Scotts Valley under contract with the LJPA; and

WHEREAS, the LJPA has contracted with the CITY to administer the employment contract of the DIRECTOR; and

WHEREAS, the LJPA hired EMPLOYEE as the DIRECTOR beginning June 20, 2016; and

WHEREAS, the LJPA, CITY and EMPLOYEE desire to extend in writing the terms and condition of EMPLOYEE's employment as DIRECTOR; and

WHEREAS, EMPLOYEE, LJPA and CITY agree and acknowledge that EMPLOYEE's employment as DIRECTOR is her sole and exclusive employment with LJPA; and that her employment relationship is governed by this Agreement and the LJPA.

NOW, THEREFORE, in consideration of the promises and conditions set forth herein, the parties mutually agree as follows:

1. Duties

(a) EMPLOYEE shall perform the duties as set forth in Exhibit A and other related legally permissible duties and functions as may be modified from time to time by the LJPA.

(b) EMPLOYEE shall perform her duties to the best of her ability in accordance with the highest professional and ethical standards of the profession and shall comply with all general rules and regulations established by the LJPA and relevant laws and regulations governing library operations in California.

(c) EMPLOYEE shall not engage in any activity, which is or may become a conflict of interest, prohibited by contract, or which may create an incompatibility of office as defined under California or federal laws. EMPLOYEE shall comply fully with her reporting and disclosure obligations under regulations promulgated by the Fair Political Practices Commission (FPPC) and the LJPA.

(d) EMPLOYEE shall dedicate her full energies and qualifications to her employment as DIRECTOR, and shall not engage in any other duties or services for compensation except as may be specifically approved in writing in advance by the LJPA.

2. Term.

The term of the Agreement shall be for a three (3) year period ending June 30, 2022 or until terminated by the LJPA or EMPLOYEE in accordance with the provisions set forth in Paragraph 5 or until terminated by the event of retirement, death or permanent disability of EMPLOYEE.

3. Salary.

(a) EMPLOYEE's current annual salary is \$192,371.92 payable in installments at the same time as other employees of the CITY are paid and subject to customary withholding. EMPLOYEE's salary is compensation for all hours worked and for all services rendered under this Agreement. EMPLOYEE shall be exempt from overtime pay provisions of California law (if any) and federal law.

(b) EMPLOYEE's salary will be in accordance with the attached Addendum to Exhibit B, "City of Santa Cruz Compensation and Benefits Plan," which is in effect as of the date of this Agreement. EMPLOYEE's salary is not subject to change due to any future modifications to

Exhibit B, unless expressly approved by the LJPA.

(c) LJPA shall evaluate the performance of EMPLOYEE annually on the EMPLOYEE's anniversary date (December). EMPLOYEE shall have a performance evaluation in writing. EMPLOYEE may qualify for a merit salary increase equal to 5% of Employee's salary. The granting of a merit salary increase shall be entirely at the discretion of the LJPA. Either as part of the evaluation or otherwise, LJPA may establish performance goals and objectives, as appropriate. Evaluations may be conducted more often at the LJPA's discretion. EMPLOYEE will request and schedule the minimum required evaluations as appropriate under the LJPA's agenda procedures or as otherwise directed by the LJPA.

4. Benefits.

EMPLOYEE's benefits will be in accordance with the attached Exhibit B, "City of Santa Cruz Compensation and Benefits Plan".

5. Resignation and Termination.

(a) Voluntary Termination. Either EMPLOYEE or LJPA may terminate this Agreement by providing the other party at least 30 days' advance written notice of such intention to do so. In the event that LJPA voluntarily terminates this Agreement, EMPLOYEE may receive severance pay as set forth in Paragraph 6.

(b) Termination for Cause. If EMPLOYEE willfully breaches the duties which EMPLOYEE is required to perform under the terms of this Agreement or engages in gross misconduct detrimental to the operation of the business of LJPA, as determined in the sole discretion of the LJPA, the LJPA may terminate this Agreement by giving written notice of termination to EMPLOYEE, and such termination will be effective immediately upon notice of the termination. If EMPLOYEE is terminated for cause, EMPLOYEE shall not be entitled to severance pay pursuant to Paragraph 6, below.

(c) This Agreement may also be terminated by the LJPA if the LJPA terminates its contract with CITY to provide contract administration services to the LJPA. In this event, the LJPA will work with EMPLOYEE to negotiate a replacement agreement, as may be appropriate.

6. Severance Pay.

If EMPLOYEE is terminated by the LJPA pursuant to Paragraph 5(a), EMPLOYEE shall receive a severance payment equal to six (6) month's salary upon EMPLOYEE'S fully executed waiver

of all claims against CITY and LJPA in a form satisfactory to CITY and LJPA. Additionally, EMPLOYEE shall receive payment for all vacation leave accrued to the date of separation. Such payment will release CITY and the LJPA from any further obligations arising out of the employment.

If the conditions of Paragraph 5(b) are met or if EMPLOYEE is terminated because of conviction of any criminal offense involving moral turpitude, then EMPLOYEE shall not be entitled to any severance pay (except accrued vacation leave) set forth in this paragraph.

7. Amendment.

This Agreement may be amended, modified, or changed by the parties provided that said amendment, modification or change is in writing and approved by all the parties to this Agreement.

8. Notice.

All notices required herein shall be sent first class mail to the parties as follows:

To LJPA: Santa Cruz Public Libraries  
117 Union Street  
Santa Cruz, CA 95060

To CITY: City of Santa Cruz  
809 Center Street  
Santa Cruz, CA 95065

To EMPLOYEE: Susan Nemitz  
150 Marine Parade  
Santa Cruz, CA 95062

Notices shall be deemed effectively served upon deposit in the United States mail.

9. Representation by EMPLOYEE.

EMPLOYEE represents that the EMPLOYEE has read this Agreement, fully understands the terms and conditions of the Agreement and is knowingly and voluntarily executing this Agreement, and acknowledges that EMPLOYEE had the opportunity to seek the advice of legal counsel before signing it.

10. Entire Agreement.

This Agreement contains the entire agreement among the parties hereto. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied on by any party hereto. This Agreement and the Joint Powers Agreement are the sole and exclusive basis for an employment relationship among EMPLOYEE, LJPA and CITY, as contract administrator, and its terms supersede any and all rules, regulations, guidelines, or other express or implied terms that would otherwise be applicable to employment by the LJPA and CITY, including but not limited to any LJPA and CITY personnel rules.

11. Construction of Agreement.

EMPLOYEE acknowledges that she has reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

12. Severability.

If any provision of this Agreement is deemed invalid or unenforceable by a court of law, it shall be considered deleted herefrom and the remainder of the provision and of this Agreement shall be unaffected and shall continue in full force and effect.

13. Waiver.

The failure of the LJPA, CITY or EMPLOYEE to insist on strict compliance with any of the terms, covenants or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant or condition, nor a waiver or relinquishment of any right or power.

14. Headings and Captions.

The headings and captions appearing in this Agreement are inserted only as a matter of convenience and in no way limit or affect the substantive terms of the Agreement.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement on the dates indicated below.

**SANTA CRUZ CITY/COUNTY LIBRARY  
JOINT POWERS AUTHORITY**

Date \_\_\_\_\_

\_\_\_\_\_  
Carlos Palacios, Board Chair

**CITY OF SANTA CRUZ**

Date \_\_\_\_\_

\_\_\_\_\_  
Martin Bernal, Contract Administrator and  
City Manager

**EMPLOYEE**

Date \_\_\_\_\_

\_\_\_\_\_  
Susan M. Nemitz, Library Director

## SANTA CRUZ LIBRARY JOINT POWERS AUTHORITY

**Class Title:** Director of Libraries  
**Bargaining Unit:** Executive

**Salary:** \$66.96 - \$85.45 Hourly  
 \$11,607.00 - \$14,811.00 Monthly

**Basic Function:**

Under administrative direction, plans, organizes and directs library operations and administration. Works with the Library Joint Powers Board and the city and county to provide effective and efficient library services to the community. The Santa Cruz Public Libraries (SCPL) system delivers information, education, enrichment and inspiration through a network of ten neighborhood library branches, a web-based digital library, a Bookmobile and community based programs

**Primary Duties:**

- Responsible for planning, organizing, implementing and evaluating system-wide library and related information services to meet the needs of the community, both immediate and long-range.
- Serves as the Executive Director of the Libraries Facilities Financing Authority and as staff for the Library Advisory Commission.
- Develops and directs the implementation of goals, objectives, policies, procedures and work standards for the operation of the library system.
- Provides leadership and works with subordinate managers to develop and retain highly competent, service-oriented staff through selection, training and day-to-day management practices that support the Library JPA and the Department's mission, objectives and service expectations; participates in programs and activities that promote workplace diversity and a positive employee relations environment.
- Prepares the library's annual budget for submission to the Library Joint Powers Board. Implements the adopted budget.
- Conducts the personnel administration, financial affairs and general administration of the library system in accordance with adopted policies and procedures.
- Maintains departmental awareness of state-of-the-art developments and trends in management, technology, communications, and the fields of specialty.
- Hires and supervises library employees.
- Maintains effective public relations with public officials, civic groups, the media and the community.
- Directs analytical and management studies; reviews reports of findings, alternatives and recommendations; monitors developments related to library operations, evaluates their impact and recommends improvements.

**Minimum Qualifications:**

- A Bachelor's degree from an accredited U.S. college or university. A Master's degree in Library Sciences or a related field is highly desirable.
- Three years of executive management level experience that demonstrates the ability to perform the essential functions of the classification. Experience must include at least three years of supervision.
- Knowledge of organization, administration, supervision and management.
- Knowledge of modern principles and practices of librarianship.
- Knowledge of public sector budgeting and fiscal administration.
- Ability to select, motivate, train and develop and evaluate subordinate personnel.
- Ability to establish and maintain effective work relationships with school districts, community groups, the general public and staff.
- Ability to prepare comprehensive written reports and conduct effective oral presentations.
- Valid California driver's license.

Revised 12/9/15



ADDENDUM TO EXHIBIT B

The Director of Libraries has traditionally aligned with the City of Santa Cruz Directors for the purpose of compensation and benefits as articulated in Exhibit B. Negotiations for the City of Santa Cruz Directors are not completed. During the term of this Agreement, which ends on June 30, 2022, future increases to the EMPLOYEE's compensation and benefit package for this Agreement shall be commensurate with the City of Santa Cruz Directors establishing a "Me Too Provision."

Pursuant to Section 3.b. of this Agreement, the LJPA must expressly approve modifications to Exhibit B. As such, the LJPA will review specific compensation and benefit improvements for City of Santa Cruz Directors within 60 calendar days from the date of approval by the Santa Cruz City Council in public session.

Any new compensation and benefit improvements deemed applicable for the Director of Libraries shall be incorporated into this Agreement.



## City of Santa Cruz Compensation and Benefits Plan

Assistant City Manager, Department Directors,  
Deputy City Manager, Chiefs of Police & Fire

Effective August 15, 2015  
Adopted February 9, 2016  
(Amended June 28, 2016)

Purpose and Intent

This Compensation and Benefits Plan (Plan) is intended to establish compensation, benefits and terms and conditions of employment for Assistant City Manager, Deputy City Manager, Department Directors and the Chiefs of Police and Fire. The City Manager has the authority to hire the Assistant City Manager, Deputy City Manager, Department Directors and the Chiefs, and to adjust their compensation consistent with this Plan. These positions are exempt from the Fair Labor Standards Act (FLSA), are at will employees, serve at the pleasure of the City Manager and can be terminated with or without notice or cause and with no rights of appeal.

1) SALARY SCHEDULE

- a) This Plan covers positions in the job classes and salary schedule set forth in Attachment A, incorporated in and made a part of this document.
- b) Longevity: Directors, Assistant City Manager & Deputy City Manager: 2.5% base pay increase following 10 full years of employment. Police Chief: 2.5% completion of 10 years, 2% completion of 15 years, 2% completion of 20 years (same as PMA implementation for 20 yr). Fire Chief: 2.5% completion of 10 years, 2% completion of 15 years, 2% completion of 20 years and 2% completion of 25 years. (same as FMA implementation for 20 and 25 yr). It is understood that the longevity pay will be considered as "additional compensation" for the purposes of PERS and tax computations.

2) MANAGEMENT VACATION

In the first full pay period in January of each year, employees will be credited with 80 hours of vacation time. The ability to cash out vacation will be limited to 20 hours and shall occur in the last full pay period of December. Employees who do not use all of their Management Vacation prior to the first full pay period in January of each year will only be credited at the start of the subsequent year with sufficient hours to maintain an 80 hour balance. Upon separation, employees shall receive the value of their unused accrued management vacation. This benefit will be pro-rated for new hires.

3) VACATION

a) Vacation Accrual:

Years of Employment	Vacation Hours
Up to five years	80 Hours
Six to ten years	120 Hours
Eleven years or more	120 Hours plus 8 hours for each year of service after 10 yrs. To a maximum of 160 hours

- b) The City Manager has the authority to place a new employee at a specific accrual rate.
- c) Upon termination, payment will be made for all accumulated vacation to the separation date, at a rate equal to 100% of the current hourly pay rate.
- d) Vacation Cap: Accumulation of vacation time shall not exceed twice the annual rate of accrual without prior authorization.

4) SICK LEAVE

Sick leave will accrue at a rate of 8 hours per month. Assistant City Manager, Deputy City Manager and Department Directors are entitled to the same benefits as the Mid-Management MOU Section 14.00. Police Chief is entitled to the same benefits as the Police Management MOU Section 11.00. Fire Chief is entitled to the same benefits as the Fire Management MOU Section 14.00.

5) OPTIONAL MANAGEMENT BENEFIT

The City will contribute \$1,300 for employees with less than 10 years of service and \$1,500 for employees with 10 or more years of service. Payment for this benefit shall be made on the last pay date in July of each year for the previous years' service. In lieu of direct payment, employees may select one of the following options for use of this benefit: 1) payment to deferred compensation or 2) purchase of additional vacation leave, not to exceed the Vacation Accrual Limit. This benefit will be pro-rated for new hires and terminated employees.

6) VEHICLE ALLOWANCE

Employees shall receive a vehicle allowance in the amount of \$107 per month. In lieu of a vehicle allowance, the City will provide the Fire Chief and Police Chief with a vehicle.

7) SPECIAL PROJECT/ASSIGNMENT PAY

A special project/assignment is a specific and unique assignment which exceeds the normally assigned duties and responsibilities of the employee's job classification. An employee, so assigned by the City Manager, shall receive 5% of his/her base pay while actually working on the project or in the assignment. Special project pay does not affect, nor is it included in sick and vacation or other leaves of absence. These assignments will be included in PERS computations.

8) FLEXIBLE SPENDING ARRANGEMENT CONTRIBUTIONS

- a) Employees are entitled to the same benefits as the Mid-Management MOU Section 16.00 – Benefits.
- b) Medical & Dental: Employees are eligible to enroll in a CalPERS medical plan, Dental and Vision Plan. The City makes a contribution on behalf of each qualified employee based on 90% of the cost of the highest medical premium between the Blue Shield Access+HMO and PERSChoice PPO. Employees will make an additional contribution of \$50.00 per pay period towards the cost of health care benefits. Vision & Dental: employees are entitled to the same benefits as the Mid-Management MOU Sections 16.02 & 16.03
- c) Cash Out: Employees who can verify to the City's satisfaction that they have equivalent health coverage for medical, which will remain in effect until the next enrollment date; will receive \$200 month.

9) FLEXIBLE SPENDING ACCOUNTS

The City offers a Healthcare Spending Account with an annual election limit of \$2,400 and a Dependent Care Spending Account with annual election limit of \$5,000.

10) RETIREMENT

- a) CalPERS Retirement Benefits for Classic Members:
- i) Non-Sworn Tier 1: For all eligible employees hired on or before May 11, 2012: Benefit of 2.0% @ 55 with the single highest year option. The employee's contribution amount is 12% of reportable salary (7% employee share + 5% employee paid employer share). The employee contribution from pay is on a pre-tax basis pursuant to 414(h)(2).
  - ii) Non-Sworn Tier 2: For all eligible employees hired on or after May 12, 2012: Benefit of 2% @ 60 with employees highest three year average. The employee's contribution amount is 12% of reportable salary (7% employee share + 5% employee paid employer share). The employee contribution from pay is on a pre-tax basis pursuant to 414(h)(2).
  - iii) Police Sworn Tier 1: For all eligible employees hired on or before September 2, 2011: Benefit of 3% @ 50 with the single highest year option. The employee's contribution amount is 14% of reportable salary (9% employee share + 5% employee paid employer share). The employee contribution from pay is on a pre-tax basis pursuant to 414(h)(2).
  - iv) Police Sworn Tier 2: For all eligible employees hired on or after September 3, 2011: Benefit of 3% @ 55 with the employees highest three year average. The employee's contribution amount is 14% of reportable salary (9% employee share + 5% employee paid employer share). The employee contribution from pay is on a pre-tax basis pursuant to 414(h)(2).
  - v) Fire Tier 1: For all eligible employees hired on or before September 2, 2011: Benefit of 3% @ 50 with the single highest year option. The employee's contribution amount is 11% of reportable salary, (9% employee share + 5% employee paid employer share). The employee contribution from pay is on a pre-tax basis pursuant to 414(h)(2).
  - vi) Fire Tier 2: For all eligible employees hired on or after September 3, 2011: Benefit of 3% @ 55 with employees highest three year average. The employee's contribution amount is 11% of reportable salary (9% employee share + 5% employee paid employer share). The employee contribution from pay is on a pre-tax basis pursuant to 414(h)(2).
- b) CalPERS: NEW Members:
- i) Individuals that have never been a member of any public retirement system prior to January 1, 2013, or
  - ii) Individuals who moved between retirement systems with more than a six month break in service; and
  - iii) In compliance with the California Public Employees' Pension Reform Act of 2013, (PEPRA), new members will receive a Local Miscellaneous benefit formula of 2% @ 62, Sworn/Safety (Police & Fire) will receive a benefit of 2.7% @ 57. Employees will contribute 50% of the normal cost as determined by CalPERS (12.25% for sworn and 6.75% for Misc.). Final compensation, for purposes of calculating the retirement benefit, is calculated on the highest average pensionable compensation earned by a member during a period of 36-consecutive months. This is also referred to as the 3-year average. The employee contribution from pay is on a pre-tax basis pursuant to 414(h)(2).

In addition to the required employee contribution, Chief Police and Chief Fire Sworn members will contribute an additional 5.0%, and Miscellaneous will contribute an additional 5.0%.

11) HOLIDAYS

Ten, eight (8) hour holidays and Two, four (4) hour holidays per calendar year as defined by the City Council. The four (4) hour holidays are granted only when Christmas Day or New Year's Day is on a Tuesday-Saturday.

Accrual and Usage rules are in accordance with those in Section 12.00 of the mid-management MOU.

12) FLOATING HOLIDAYS:

The Assistant City Manager, Deputy City Manager, Department Directors and Chiefs shall accrue up to twenty-four hours of floating holidays per fiscal year in accordance with the Mid-Management MOU Section 12.02.

13) INSURANCE

The City provides long-term disability insurance as well as term life insurance in the amount of \$25,000.

Adopted: 2/9/16  
Amended: 6/28/16

**ATTACHMENT A**

**ASSISTANT CITY MANAGER, DEPARTMENT DIRECTORS, DEPUTY CITY MANAGER, CHIEFS OF POLICE & FIRE**

**JOB CLASSES AND SALARY SCHEDULE**

EFFECTIVE AUGUST 15, 2015

**Positions & Salary Schedule**

POSITION	Minimum	Maximum
Assistant City Manager	12,987	16,574
Chief of Police	12,987	16,574
Chief of Fire	12,987	16,574
Director of Public Works	12,439	15,873
Director of Water	12,439	15,873
Director of Planning	11,607	14,811
Director of Finance	11,607	14,811
Director of Human Resources	11,607	14,811
Director of Information Technology	11,607	14,811
Director of Libraries	11,607	14,811
Director of Parks & Recreation	11,607	14,811
Director of Economic Development	11,607	14,811
Deputy City Manager	9,866	13,460

**Salary: Cost of Living Adjustment (COLA)**

1. COLA: Cost of Living Adjustment shall be as follows:

- Effective August 15 2015, employees will receive a cost of living increase of 2.85%
- Effective the pay period containing July 1, 2016 employees will receive a cost of living increase of 2.0%.
- Effective the pay period containing July 1, 2017, employees will receive a cost of living increase of 2.0%.
- Effective the pay period containing July 1, 2018, employees will receive a cost of living increase of 2.0%

**2. Additional top step of 5% effective August 15, 2015 is reflected above in the Positions and Salary Schedule.**

Chair Carlos Palacios  
Vice Chair Jamie Goldstein  
Board Member Martin Bernal  
Board Member Tina Friend



## STAFF REPORT

DATE: June 27, 2019  
TO: Library Joint Powers Authority Board  
FROM: Susan Nemitz, Library Director  
RE: Accept and Distribute Funds

### RECOMMENDATION

Accept and distribute \$175,000 from the Friends of the Library to Santa Cruz County for the Felton Library Nature Discovery Park contingent upon the Friends approval of this action at their July 19, 2019 Board Meeting.

### DISCUSSION

The Felton Chapter of the Friends of the Library has been very successful in the fundraising for the Branch Library and Nature Discovery Park. They would like to distribute \$175,000 toward the Park at this time to be able to increase the project budget as the County awards a contract to the selected construction company.