

**CITY OF SANTA BARBARA
CITY COUNCIL**

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James L. Armstrong
City Administrator

Stephen P. Wiley
City Attorney

City Hall
735 Anacapa Street
<http://www.SantaBarbaraCA.gov>

**SEPTEMBER 17, 2013
AGENDA**

ORDER OF BUSINESS: Regular meetings of the Finance Committee and the Ordinance Committee begin at 12:30 p.m. The regular City Council meeting begins at 2:00 p.m. in the Council Chamber at City Hall.

REPORTS: Copies of the reports relating to agenda items are available for review in the City Clerk's Office, at the Central Library, and <http://www.SantaBarbaraCA.gov>. In accordance with state law requirements, this agenda generally contains only a brief general description of each item of business to be transacted or discussed at the meeting. Should you wish more detailed information regarding any particular agenda item, you are encouraged to obtain a copy of the Council Agenda Report (a "CAR") for that item from either the Clerk's Office, the Reference Desk at the City's Main Library, or online at the City's website (<http://www.SantaBarbaraCA.gov>). Materials related to an item on this agenda submitted to the City Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office located at City Hall, 735 Anacapa Street, Santa Barbara, CA 93101, during normal business hours.

PUBLIC COMMENT: At the beginning of the 2:00 p.m. session of each regular City Council meeting, and at the beginning of each special City Council meeting, any member of the public may address the City Council concerning any item not on the Council's agenda. Any person wishing to make such address should first complete and deliver a "Request to Speak" form prior to the time that public comment is taken up by the City Council. Should City Council business continue into the evening session of a regular City Council meeting at 6:00 p.m., the City Council will allow any member of the public who did not address them during the 2:00 p.m. session to do so. The total amount of time for public comments will be 15 minutes, and no individual speaker may speak for more than 1 minute. The City Council, upon majority vote, may decline to hear a speaker on the grounds that the subject matter is beyond their jurisdiction.

REQUEST TO SPEAK: A member of the public may address the Finance or Ordinance Committee or City Council regarding any scheduled agenda item. Any person wishing to make such address should first complete and deliver a "Request to Speak" form prior to the time that the item is taken up by the Finance or Ordinance Committee or City Council.

CONSENT CALENDAR: The Consent Calendar is comprised of items that will not usually require discussion by the City Council. A Consent Calendar item is open for discussion by the City Council upon request of a Councilmember, City staff, or member of the public. Items on the Consent Calendar may be approved by a single motion. Should you wish to comment on an item listed on the Consent Agenda, after turning in your "Request to Speak" form, you should come forward to speak at the time the Council considers the Consent Calendar.

AMERICANS WITH DISABILITIES ACT: In compliance with the Americans with Disabilities Act, if you need special assistance to gain access to, comment at, or participate in this meeting, please contact the City Administrator's Office at 564-5305 or inquire at the City Clerk's Office on the day of the meeting. If possible, notification at least 48 hours prior to the meeting will enable the City to make reasonable arrangements in most cases.

TELEVISION COVERAGE: Each regular City Council meeting is broadcast live in English and Spanish on City TV Channel 18 and rebroadcast in English on Wednesdays and Thursdays at 7:00 p.m. and Saturdays at 9:00 a.m., and in Spanish on Sundays at 4:00 p.m. Each televised Council meeting is closed captioned for the hearing impaired. Check the City TV program guide at www.citytv18.com for rebroadcasts of Finance and Ordinance Committee meetings, and for any changes to the replay schedule.

REGULAR CITY COUNCIL MEETING – 2:00 P.M.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CHANGES TO THE AGENDA

PUBLIC COMMENT

CONSENT CALENDAR

1. **Subject: Introduction Of Ordinance For Lease Agreement With Jacob Stern & Sons, Inc. (330.04)**

Recommendation: That Council introduce and subsequently adopt, by reading of title only, An Ordinance of the Council of the City of Santa Barbara Approving and Authorizing the Airport Director to Execute a Twenty (20) Year Lease Agreement Between the City of Santa Barbara and Jacob Stern and Sons, Inc., a Pennsylvania Corporation, for a monthly rental of \$811, adjusted to market rate every five years, for 15,015 Square Feet of Land at 101 Cyril Hartley Place, at the Santa Barbara Airport, to Take Effect on the Effective Date of the Ordinance.

2. **Subject: Records Destruction For Airport Department (160.06)**

Recommendation: That Council adopt, by reading of title only, A Resolution of the Council of the City of Santa Barbara Relating to the Destruction of Records Held by the Airport Department in the Security Division.

CONSENT CALENDAR (CONT'D)

3. **Subject: Upper Santa Ynez River Operations Agreement - Authorization Increases (540.10)**

Recommendation: That Council:

- A. Adopt, by reading of title only, A Resolution of the Council of the City of Santa Barbara Increasing the Authorized Expenditures Under the Letter Agreement with the U.S. Bureau of Reclamation, Approved by Resolution No. 08-102, for Preparation of Federal Warren Act Contracts Related to the Upper Santa Ynez River Operations Agreement from \$15,000 to \$30,000, and Authorizing the Public Works Director, or Designee, to Execute any Required Documents; and
- B. Authorize the Public Works Director to execute a contract amendment for an increase in the scope of work in the amount of \$19,200, and an increase in extra services authorization of \$1,307 under Agreement No. 23,185 with Stetson Engineers, for computer modeling and documentation related to the Upper Santa Ynez River Operations Agreement, for an amended total authority of \$99,126.

4. **Subject: Community Promotion Contract With Summer Solstice Celebration (230.02)**

Recommendation: That Council authorize the Finance Director to execute a Community Promotion contract with Summer Solstice Celebration, Inc., in an amount of \$38,000 to support year-round salary and production expenses.

5. **Subject: Contract For Design And Permitting Of Surge Tank Removal Project (540.09)**

Recommendation: That Council authorize the Public Works Director to execute a professional services contract with Penfield & Smith in the amount of \$40,340 for design and permitting services for the Surge Tank Removal Project, and approve expenditures up to \$6,051 for extra services of Penfield & Smith that may result from necessary changes in the scope of work.

CONSENT CALENDAR (CONT'D)

6. **Subject: Set A Date For Public Hearing Regarding Appeal Of Historic Landmarks Commission Approval For 1330 Chapala Street (640.07)**

Recommendation: That Council:

- A. Set the date of October 29, 2013, at 2:00 p.m. for hearing the appeal filed by Margaret Cafarelli, Agent for Urban Developments, LLC, of the Historic Landmarks Commission approval of an application for property owned by Metropolitan Theatres Corporation and located at 1330 Chapala Street, Assessor's Parcel No. 039-131-001, C-2 Commercial Zone, General Plan Designation: Commercial/High Density Residential. The project proposes the construction of a new, three-story, mixed-use development comprising 33 residential apartments and 2 commercial units, along with a partially below-grade parking garage and a surface parking lot; and
- B. Set the date of October 28, 2013, at 1:30 p.m. for a site visit to the property located at 1330 Chapala Street.

NOTICES

7. The City Clerk has on Thursday, September 12, 2013, posted this agenda in the Office of the City Clerk, on the City Hall Public Notice Board on the outside balcony of City Hall, and on the Internet.

This concludes the Consent Calendar.

CITY COUNCIL ADMINISTRATIVE AND ATTORNEY REPORTS

CITY ADMINISTRATOR

8. **Subject: Memorandum of Understanding With Police Unit (440.02)**

Recommendation: That Council:

- A. Ratify the Memorandum of Understanding between the City and the Santa Barbara Police Officers' Association by introduction and subsequent adoption of, by reading of title only, An Ordinance of the Council of the City of Santa Barbara Adopting A Memorandum of Understanding Between the City of Santa Barbara and the Santa Barbara Police Officers' Association for the period of July 1, 2013, through June 30, 2016;
- B. Adopt, by reading of title only, A Resolution of the Council of the City of Santa Barbara For Paying and Reporting the Value of Employer-Paid Member Contributions for Sworn Police Officers' Association Employees Effective July 27, 2013;

(Cont'd)

CITY COUNCIL ADMINISTRATIVE AND ATTORNEY REPORTS (CONT'D)

CITY ADMINISTRATOR (CONT'D)

8. (Cont'd)

- C. Adopt, by reading of title only, A Resolution of the Council of the City of Santa Barbara For Paying and Reporting the Value of Employer-Paid Member Contributions for Sworn Police Officers' Association Employees Effective July 12, 2014; and
- D. Adopt, by reading of title only, A Resolution of the Council of the City of Santa Barbara For Paying and Reporting the Value of Employer-Paid Member Contributions for Sworn Police Officers' Association Employees Effective July 11, 2015.

AIRPORT DEPARTMENT

9. Subject: Airport Master Plan Status Update (560.09)

Recommendation: That Council receive a presentation by Coffman Associates on the status of the Airport Master Plan.

COMMUNITY DEVELOPMENT DEPARTMENT

10. Subject: City Arts Advisory Committee And Community Events And Festivals Committee Funding Recommendations And Contract With The Santa Barbara County Arts Commission For Fiscal Year 2014 (610.04)

Recommendation: That Council:

- A. Review and approve the City of Santa Barbara Arts Advisory Committee and Community Events and Festivals Committee funding recommendations for Fiscal Year 2014; and
- B. Authorize the Assistant City Administrator/Community Development Director to execute an agreement, subject to approval by the City Attorney, with the Santa Barbara County Arts Commission in the amount of \$447,260 as approved in the Fiscal Year 2014 budget.

COUNCIL AND STAFF COMMUNICATIONS

COUNCILMEMBER COMMITTEE ASSIGNMENT REPORTS

CLOSED SESSIONS

11. Subject: Conference With Legal Counsel - Threatened Litigation (160.03)

Recommendation: That Council hold a closed session to consider significant exposure to litigation (one potential case) pursuant to subsection (b)(1) of section 54956.9 of the Government Code, and take appropriate action as needed.

Scheduling: Duration, 15 minutes; anytime

Report: None anticipated

12. Subject: Conference With Legal Counsel - Pending Litigation (160.03)

Recommendation: That Council hold a closed session to consider pending litigation pursuant to subsection (a) of section 54956.9 of the Government Code and take appropriate action as needed. The pending litigation is *Santa Barbara Patients' Collective Health Cooperative v. City of Santa Barbara, et al., USDC Case No. CV10-6534 DDP(RCx)*.

Scheduling: Duration, 15 minutes; anytime

Report: None anticipated

13. Subject: Conference With Legal Counsel - Pending Litigation (160.03)

Recommendation: That Council hold a closed session to consider pending litigation pursuant to subsection (a) of section 54956.9 of the Government Code and take appropriate action as needed. The pending litigation is *Britteny Cotledge vs. City of Santa Barbara, Chief Cam Sanchez, Officer Aaron Tudor, Kyle Crooks, et. al., USDC Case No. CV 12-08623 MRW*.

Scheduling: Duration, 15 minutes; anytime

Report: None anticipated

ADJOURNMENT



CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: September 17, 2013

TO: Mayor and Councilmembers

FROM: Business & Property, Airport Department

SUBJECT: Lease Agreement With Jacob Stern & Sons, Inc.

RECOMMENDATION:

That Council introduce and subsequently adopt, by reading of title only, An Ordinance of the Council of the City Of Santa Barbara Approving and Authorizing the Airport Director to Execute a Twenty (20) Year Lease Agreement Between the City of Santa Barbara and Jacob Stern and Sons, Inc., a Pennsylvania Corporation, for a monthly rental of \$811, adjusted to market rate every five years, for 15,015 Square Feet of Land at 101 Cyril Hartley Place, at the Santa Barbara Airport, to Take Effect on the Effective Date of the Ordinance.

DISCUSSION:

Background

Jacob Stern & Sons, Inc. (Jacob Stern) has been a tenant at the Airport for more than twenty years through a sublease with Stratman Aero Service. In 1999, Stratman Aero Service requested and received the City's approval for Jacob Stern to construct new maintenance hangar facilities and a new 6,400 square-foot corporate hangar on its leasehold. On July 31, 2001 Council approved a 20-year lease with one five-year option with Stratman Aero Service, Inc. and subsequently approved a Consent to Sublease agreement between Stratman Aero Service and Jacob Stern that was effective September 20, 2001.

Stratman Aero Service defaulted on the lease. The Stratman lease terminated and the City assumed the sublease with Jacob Stern in February 2012.

Lease with Jacob Stern & Sons, Inc.

Jacob Stern requested that the sublease be replaced with a lease directly with the City. Jacob Stern has been a tenant in good standing and has consistently met the obligations of its sublease and the Airport's Minimum Standard Requirements for Airport

Aeronautical Services. The Airport agreed to reconfigure the original leasehold and divide the space into three separate lease areas.

The subject Premises is located south of Hollister Avenue in an Airport Facilities (AF) zone.

The proposed monthly rental of \$811 is based on a rate of \$.054 per square foot for 15,015 square feet of ramp space, and is comparable to other land on the Airport for similar use and in similar condition. The rental will be adjusted to market rate every five years based upon the Consumer Price Index and local comparables. Jacob Stern will also pay General Aviation Landing fees on all charter flights. In addition, Jacob Stern will pay all charges for utilities including \$80.54, or the metered amount, whichever is greater for water, and \$36.86 for sewer service. Utilities are adjusted annually on July 1st to reflect any increase in the cost of providing such services.

The proposed Lease Agreement has been negotiated based upon the criteria set forth in Resolution 93-127, and has been reviewed and determined to be exempt from environmental review.

Airport Commission

The Airport Commission reviewed the proposed lease agreement at its regularly scheduled meeting of August 21, 2013, and recommended approval.

PREPARED BY: Rebecca Fribley, Sr. Property Management Specialist

SUBMITTED BY: Karen Ramsdell, Airport Director

APPROVED BY: City Administrator's Office

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNCIL OF THE CITY OF SANTA BARBARA APPROVING AND AUTHORIZING THE AIRPORT DIRECTOR TO EXECUTE A TWENTY (20) YEAR LEASE AGREEMENT BETWEEN THE CITY OF SANTA BARBARA AND JACOB STERN & SONS, INC., A PENNSYLVANIA CORPORATION, FOR A MONTHLY RENTAL OF \$811, ADJUSTED TO MARKET RATE EVERY FIVE YEARS, FOR 15,015 SQUARE FEET OF LAND AT 101 CYRIL HARTLEY PLACE, AT THE SANTA BARBARA AIRPORT, TO TAKE EFFECT ON THE EFFECTIVE DATE OF THE ORDINANCE

THE COUNCIL OF THE CITY OF SANTA BARBARA DOES ORDAIN AS FOLLOWS:

SECTION 1. In accordance with the provisions of Section 521 of the Charter of the City of Santa Barbara, that certain lease between the City of Santa Barbara and Jacob Stern & Sons, Inc. which provides for the lease of 15,015 square feet of aviation ramp for operation of an on-demand charter service, at 101 Cyril Hartley Place, at the Santa Barbara Airport, for a period of twenty years, to take effect upon the effective date of the ordinance, is hereby approved.



CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: September 17, 2013

TO: Mayor and Councilmembers

FROM: Security Division, Airport Department

SUBJECT: Records Destruction For Airport Department

RECOMMENDATION:

That Council adopt, by reading of title only, A Resolution of the Council of the City of Santa Barbara Relating to the Destruction of Records Held by the Airport Department in the Security Division.

DISCUSSION:

The City Council adopted Resolution No. 12-008 on February 14, 2012, approving the City of Santa Barbara Records Management Policies and Procedures Manual. The Manual contains the records retention and disposition schedules for all City departments. The schedules are a comprehensive listing of records created or maintained by the City, the length of time each record should be retained, and the legal retention authority. If no legal retention authority is cited, the retention period is based on standard records management practice.

Pursuant to the Manual, the Airport Director submitted a request for records destruction to the City Clerk Services Manager to obtain written consent from the City Attorney. The City Clerk Services Manager agreed that the list of records proposed for destruction conformed to the retention and disposition schedules. The City Attorney has consented in writing to the destruction of the proposed records.

The Airport Director requests the City Council to approve the destruction of the Airport Department records in the Security Division listed on Exhibit A of the proposed Resolution, without retaining a copy.

SUSTAINABILITY IMPACT:

Under the City's Sustainable Santa Barbara Program, one of the City's goals is to increase recycling efforts and divert waste from landfills. The Citywide Records Management Program outlines that records approved for destruction be recycled, reducing paper waste.

PREPARED BY: Mabel Shatavsky, Executive Assistant

SUBMITTED BY: Karen Ramsdell, Airport Director

APPROVED BY: City Administrator's Office

RESOLUTION NO.

A RESOLUTION OF THE COUNCIL OF THE CITY OF SANTA BARBARA RELATING TO THE DESTRUCTION OF RECORDS HELD BY THE AIRPORT DEPARTMENT IN THE SECURITY DIVISION

WHEREAS, the City Council adopted Resolution No. 12-008 on February 14, 2012, approving the City of Santa Barbara Records Management Policies and Procedures Manual;

WHEREAS, the City of Santa Barbara Records Management Policies and Procedures Manual contains the records retention and disposition schedules for all City departments. The records retention and disposition schedules are a comprehensive listing of records created or maintained by the City, the length of time each record should be retained, and the legal retention authority. If no legal retention authority is cited, the retention period is based on standard records management practice;

WHEREAS, Government Code section 34090 provides that, with the approval of the City Council and the written consent of the City Attorney, the head of a City department may destroy certain city records, documents, instruments, books or papers under the Department Head's charge, without making a copy, if the records are no longer needed;

WHEREAS, the Airport Director submitted a request for the destruction of records held by the Airport Department to the City Clerk Services Manager to obtain written consent from the City Attorney. A list of the records, documents, instruments, books or papers proposed for destruction is attached hereto as Exhibit A and shall hereafter be referred to collectively as the "Records";

WHEREAS, the Records do not include any records affecting title to real property or liens upon real property, court records, records required to be kept by statute, records less than two years old, video or audio recordings that are evidence in any claim or pending litigation, or the minutes, ordinances or resolutions of the City Council or any City board or commission;

WHEREAS, the City Clerk Services Manager agrees that the proposed destruction conforms to the City's retention and disposition schedules;

WHEREAS, the City Attorney consents to the destruction of the Records; and

WHEREAS, the City Council of the City of Santa Barbara finds and determines that the Records are no longer required and may be destroyed.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SANTA BARBARA that the Airport Director, or her designated representative, is authorized and directed to destroy the Records without retaining a copy.

Airport Department

Security Division

<u>Records Series</u>	<u>Date(s)</u>
General Incident Reports	Jan – Jun 2010
Towed Vehicle Files	Jan – Jun 2011
Aircraft Incident Reports	Jan – Jun 2008
Citizen Injury Reports	Jan – Jun 2008
Security Office Subject Files	Jan – Jun 2011
Identification Badge Files	Files prior to June 2012



CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: September 17, 2013

TO: Mayor and Councilmembers

FROM: Water Resources Division, Public Works Department

SUBJECT: Upper Santa Ynez River Operations Agreement – Authorization Increases

RECOMMENDATION: That Council:

- A. Adopt, by reading of title only, A Resolution of the Council of the City of Santa Barbara Increasing the Authorized Expenditures Under the Letter Agreement with the U.S. Bureau of Reclamation, Approved by Resolution No. 08-102, for Preparation of Federal Warren Act Contracts Related to the Upper Santa Ynez River Operations Agreement from \$15,000 to \$30,000, and Authorizing the Public Works Director, or Designee, to Execute any Required Documents; and
- B. Authorize the Public Works Director to execute a contract amendment for an increase in the scope of work in the amount of \$19,200, and an increase in extra services authorization of \$1,307 under Agreement No. 23,185 with Stetson Engineers, for computer modeling and documentation related to the Upper Santa Ynez River Operations Agreement, for an amended total authority of \$99,126.

DISCUSSION:

In 1989, the City entered into the Upper Santa Ynez River Operations Agreement (USYROA), also known as the "Pass Through Agreement." The agreement settled a lawsuit to resolve issues regarding Santa Ynez River water rights and addressed the City's need to replace water supply lost to ongoing sedimentation in Gibraltar Reservoir. Under the agreement, the City agreed to defer the planned enlargement of Gibraltar Reservoir in exchange for the right to utilize Lake Cachuma for storage and conveyance of water that would have otherwise been captured by the enlarged Gibraltar Reservoir.

Due to significant siltation resulting from the 2007 Zaca Fire, the City elected to enter the "Pass Through" mode of operations under which Gibraltar water is stored in Lake Cachuma. Lake Cachuma is a federal water project, and federal law requires that the storage and conveyance of non-project water in a federal project be done pursuant to a "Warren Act" contract with the U.S. Bureau of Reclamation (Reclamation). The City is pursuing interim and long-term Warren Act contracts.

Letter Agreement with Reclamation: On November 11, 2008, Council adopted Resolution No. 08-102, which authorized the Public Works Director to execute a Letter Agreement with Reclamation initiating Reclamation staff work on the required Warren Act contracts, with expenditures up to \$15,000. Since that time, there have been numerous meetings and phone conferences to determine the information needed for environmental analysis in support of the proposed Warren Act contracts. This included Reclamation's participation in the preparation of a comprehensive hydrologic analysis of Pass Through operations by Stetson Engineers (discussed below). The current status is that an Environmental Assessment is being drafted, with the goal of finalizing the document within the next month. Payments to Reclamation to date total \$14,740. The recommended increase will result in total authorization of \$30,000, and will be sufficient for additional Reclamation staff work to complete the environmental work and develop the Warren Act contracts.

Professional Services Agreement with Stetson Engineers: On August 25, 2009, Council approved Agreement No. 23,185 in the amount of \$40,700 with Stetson Engineers to provide computer modeling services and documentation in support of environmental analysis required as a part of developing the Warren Act contracts. On May 1, 2012, Council authorized an amendment increasing the total authorization to \$78,619 to provide for modeling of five operational scenarios as requested by the USYROA Technical Committee.

Stetson's work to date has included defining the Gibraltar operating assumptions, modifying and testing the existing Santa Ynez River Hydrology Model to incorporate Pass Through operations, presenting their work to the Technical Committee, preparing two draft hydrologic reports, and producing the final hydrologic report. The final report is now being used by Reclamation for environmental analysis. The remaining task is to provide technical support during the preparation of the environmental document and public comment period. It has required more time than originally anticipated and the previously approved extra services authorization has been used to develop and model an unanticipated sixth scenario requested by the Technical Committee. The recommended increase in authorization will provide funds for technical support during the remainder of the environmental process and restore the extra services budget to ensure that Stetson's services are available for timely response during the remainder of the Warren Act process.

The Water Commission reviewed the proposed increases at its meeting of September 9, 2013 and voted 3 to 0 to concur with the staff recommendations.

BUDGET/FINANCIAL INFORMATION:

There are sufficient funds in the Fiscal Year 2014 Water Fund Operating Budget for the recommended increases in authorizations. No change in the letter agreement with Reclamation is required.

PREPARED BY: Rebecca Bjork, Water Resources Manager/BF/mh

SUBMITTED BY: Christine F. Andersen, Public Works Director

APPROVED BY: City Administrator's Office

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF SANTA BARBARA INCREASING THE AUTHORIZED EXPENDITURES UNDER THE LETTER AGREEMENT WITH THE U.S. BUREAU OF RECLAMATION, APPROVED BY RESOLUTION NO. 08-102, FOR PREPARATION OF FEDERAL WARREN ACT CONTRACTS RELATED TO THE UPPER SANTA YNEZ RIVER OPERATIONS AGREEMENT FROM \$15,000 TO \$30,000, AND AUTHORIZING THE PUBLIC WORKS DIRECTOR, OR DESIGNEE, TO EXECUTE ANY REQUIRED DOCUMENTS

WHEREAS, the U.S. Bureau of Reclamation (Reclamation) operates the Cachuma Project on the Santa Ynez River;

WHEREAS, the City of Santa Barbara has elected to commence “pass through” operations pursuant to the Upper Santa Ynez River Operations Agreement under which the City would store and convey a portion of its Gibraltar water in and through the Cachuma Project facilities;

WHEREAS, federal law requires execution of a “Warren Act” contract for such storage and conveyance; and

WHEREAS, the City and Reclamation have entered into a letter agreement pursuant to Resolution No. 08-102 for the development of interim and long-term contracts to meet such requirement.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SANTA BARBARA that total authorized expenditures under said letter agreement are increased from \$15,000 to \$30,000, and the Public Works Director, or designee, is authorized to execute any required documents.



CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: September 17, 2013

TO: Mayor and Councilmembers

FROM: Administration Division, Finance Department

SUBJECT: Community Promotion Contract With Summer Solstice Celebration

RECOMMENDATION:

That Council authorize the Finance Director to execute a Community Promotion contract with Summer Solstice Celebration, Inc., in an amount of \$38,000 to support year-round salary and production expenses.

DISCUSSION:

Summer Solstice will be celebrating its 40th year on June 20, 2014. The Fiscal Year 2014 budget adopted by Council on June 18, 2013, includes \$38,000 under Community Promotions for Summer Solstice Celebration, Inc. to plan next year's public arts workshop, the annual Summer Solstice parade, and a festival. This contract will help support year-round salary and production expenses. The term of the contract extends over the period of October 1, 2013, through September 30, 2014.

PREPARED BY: Jennifer Hopwood, Executive Assistant

SUBMITTED BY: Robert Samario, Finance Director

APPROVED BY: City Administrator's Office



CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: September 17, 2013

TO: Mayor and Councilmembers

FROM: Engineering Division, Public Works Department

SUBJECT: Contract For Design And Permitting Of Surge Tank Removal Project

RECOMMENDATION:

That Council authorize the Public Works Director to execute a professional services contract with Penfield & Smith in the amount of \$40,340 for design and permitting services for the Surge Tank Removal Project, and approve expenditures up to \$6,051 for extra services of Penfield & Smith that may result from necessary changes in the scope of work.

DISCUSSION:

BACKGROUND

Historically, the City's water system conveyed Gibraltar Reservoir water through Mission Tunnel to the Sheffield Filtration Plant for treatment. In 1919, the City obtained easements for the construction and maintenance of water mains from the south portal (located on City-owned property at the end of Tunnel Road) and extending across properties in the vicinity of Mission Canyon Road and down to Sheffield Reservoir (located at Mission Ridge Road and Drive). The City also purchased a 2,500 square-foot parcel of land (APN 023-330-045) for construction of a surge tank to buffer any pressure surges caused by water flowing through the pipelines. In the late 1920's, the City constructed the surge tank and associated water mains (see Attachment 1 - Surge Tank Vicinity Map).

In 1968, the City obtained an easement for a non-public road to provide vehicular access to the surge tank from Mission Canyon Road. The easement agreement carried an obligation for the City to maintain the road, which has periodically suffered from erosion and landslides in the vicinity of the Surge Tank site (see Attachment 2 – Surge Tank Site Map). The cost to the City to repair the access road after the severe rainstorms of 2005 was \$85,000. The easterly end of the road suffered a landslide, which threatened a downhill private road that serves 1480 Mission Canyon Road. In 1988, when the Sheffield Treatment Plant ceased operations, there was no longer a

need for the surge tank and the connecting water mains. As a result, it is recommended that the easterly end of the access road and the surge tank be removed in order to reduce unnecessary ongoing cost for maintaining these facilities. However, the westerly portion of the access road, which is used by adjacent property owners to access their properties, will remain.

On December 16, 2011, the City executed Agreement No. 387,199 with Penfield & Smith (P&S) to provide preliminary design support services for the Surge Tank Removal Project (Project). These services were focused on the stability of the surge tank, access road, and underlying fill. A Geologic and Soils Engineering Exploration Report, dated May 11, 2012 (Report), was prepared by a P&S subcontractor.

PROJECT DESCRIPTION

P&S will develop the design documents necessary to bid and carry out the recommendations in the Report, which include removing the surge tank and approximately 450 feet of the easterly end of the vehicle access road, including removal of the underlying fill material. Native material will be left in place, erosion control measures will be installed, and approved hillside vegetation will be planted (see Attachment 2).

DESIGN PHASE CONSULTANT ENGINEERING SERVICES

P&S was selected as part of a Request for Proposal process that included a total of three qualified local civil engineering companies. P&S is experienced in this type of work and has submitted an acceptable proposal in the amount of \$40,340 for the permitting and design of the proposed construction work.

Staff is requesting authorization of \$6,051, or 15% of the contract amount, for extra services, due to the unique challenges inherent to this Project and the permit process.

The Project is located within Santa Barbara County. As such, the County will process the permits, including a grading permit, and will serve as the Lead Agency for environmental review. P&S's scope of services includes obtaining appropriate County and City permits, including the preparation of applications, exhibits, engineering plans and specifications, attending public hearings, and providing support through the bid process.

Staff recommends P&S for this work because of their ability to provide a wide range of services as outlined in their proposal. They are on the City's Prequalified Engineering Services list and have completed many projects for the City. They have also provided design support services on the Project, including a Geologic and Soils Engineering Exploration Report. It is anticipated that P&S will provide a proposal for construction management and inspection services for the Project in the future, after the design is complete and permits are issued.

FUTURE PROJECT ACTIVITY

Once design documents are complete, the Project described above will be bid and constructed. After construction is complete, it is anticipated that Staff will return to Council and request approval to initiate steps to vacate all excess portions of the 1919 waterline easement, quitclaim the City's interest in a 1968 road easement without warranty to existing property owners and users, and dispose of the 2,500 square-foot City-owned surge tank parcel. Based on meetings with adjacent property owners and input from the neighborhood, Staff may recommend that a deed restriction on future development be placed on the surge tank parcel. The restriction will be compatible with a Santa Barbara Land Trust conservation easement on an adjacent 134-acre parcel.

COMMUNITY OUTREACH

Several meetings between the City and the three neighbors immediately adjacent to the Project have already taken place. Subsequently, the owners of eighteen parcels in the neighborhood were notified by letter of the proposed Project, and their comments were requested. A summary of comments and Staff responses is attached (see Attachment 3). It is anticipated that future outreach will be dictated by the County Grading Permit and possibly a County Land Use Permit, as well as a City Building Permit, which is required for demolishing the surge tank on City property. Preliminary discussions with County and City Planning staff indicated that the project is categorically exempt from CEQA; however, a final determination will be made by the County as Lead Agency at the time of issuance of the grading permit.

At its meeting of September 9, 2013, the Board of Water Commissioners voted 3 to 0 to concur with staff recommendation.

FUNDING

There are sufficient appropriated funds in the Water Fund to cover the cost of these services.

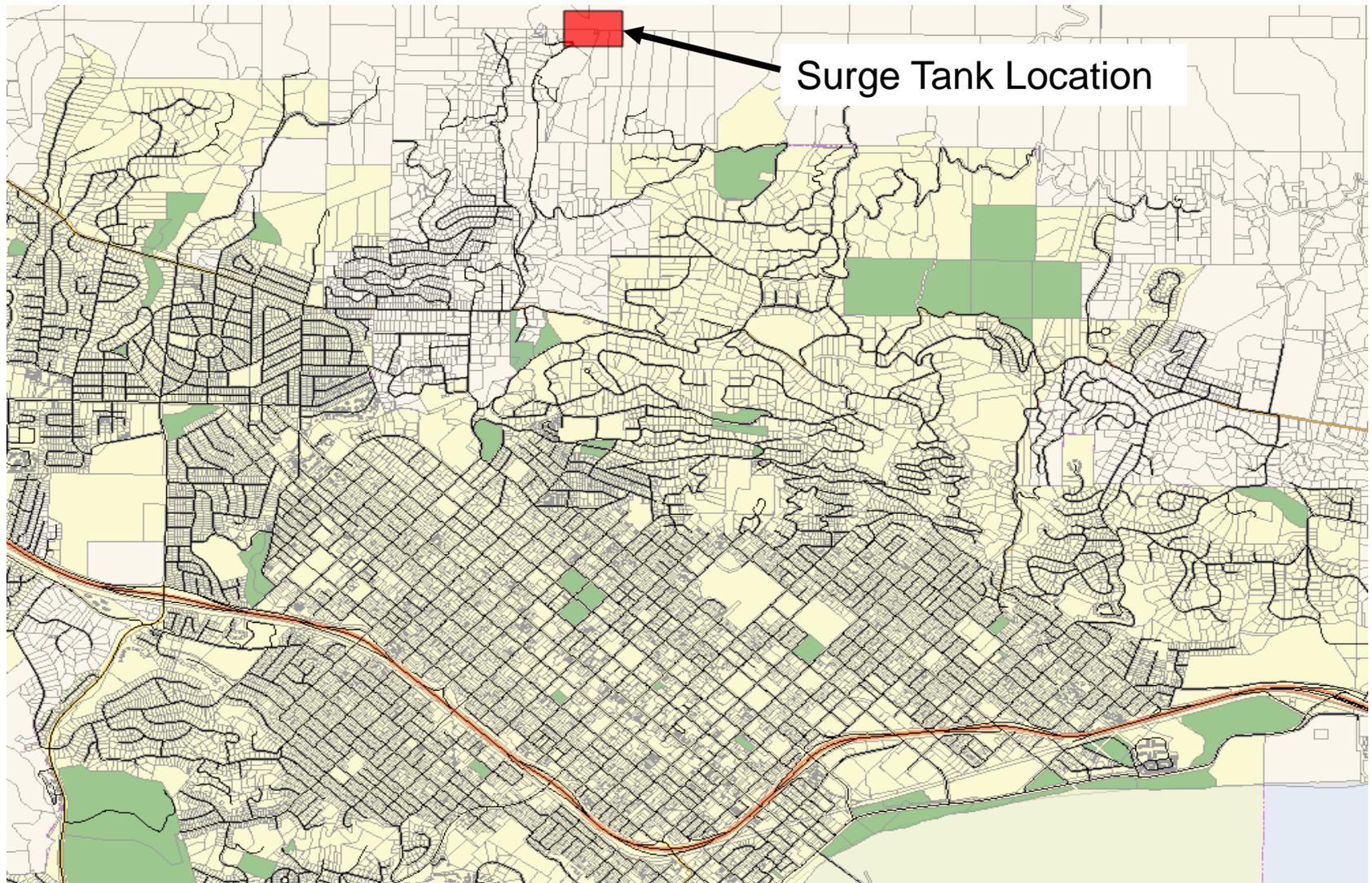
ATTACHMENT(S):

1. Surge Tank Vicinity Map
2. Surge Tank Site Map
3. Neighbor comments and Staff response

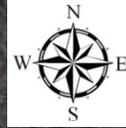
PREPARED BY: Pat Kelly, Assistant Public Works Director/City Engineer/RR/mh

SUBMITTED BY: Christine F. Andersen, Public Works Director

APPROVED BY: City Administrator's Office



Surge Tank Vicinity Map



Water Main from Mission Tunnel (Abandoned)

Access Road

Relocate 2" Fire Valve

Heartwell Residence
1530 Mission Canyon Road

Remove Abandoned 2" & 3" Water Lines & 36" Water Main

Remove southeastern portion of access road & restore area

Access Road

Remove surge tank & restore site

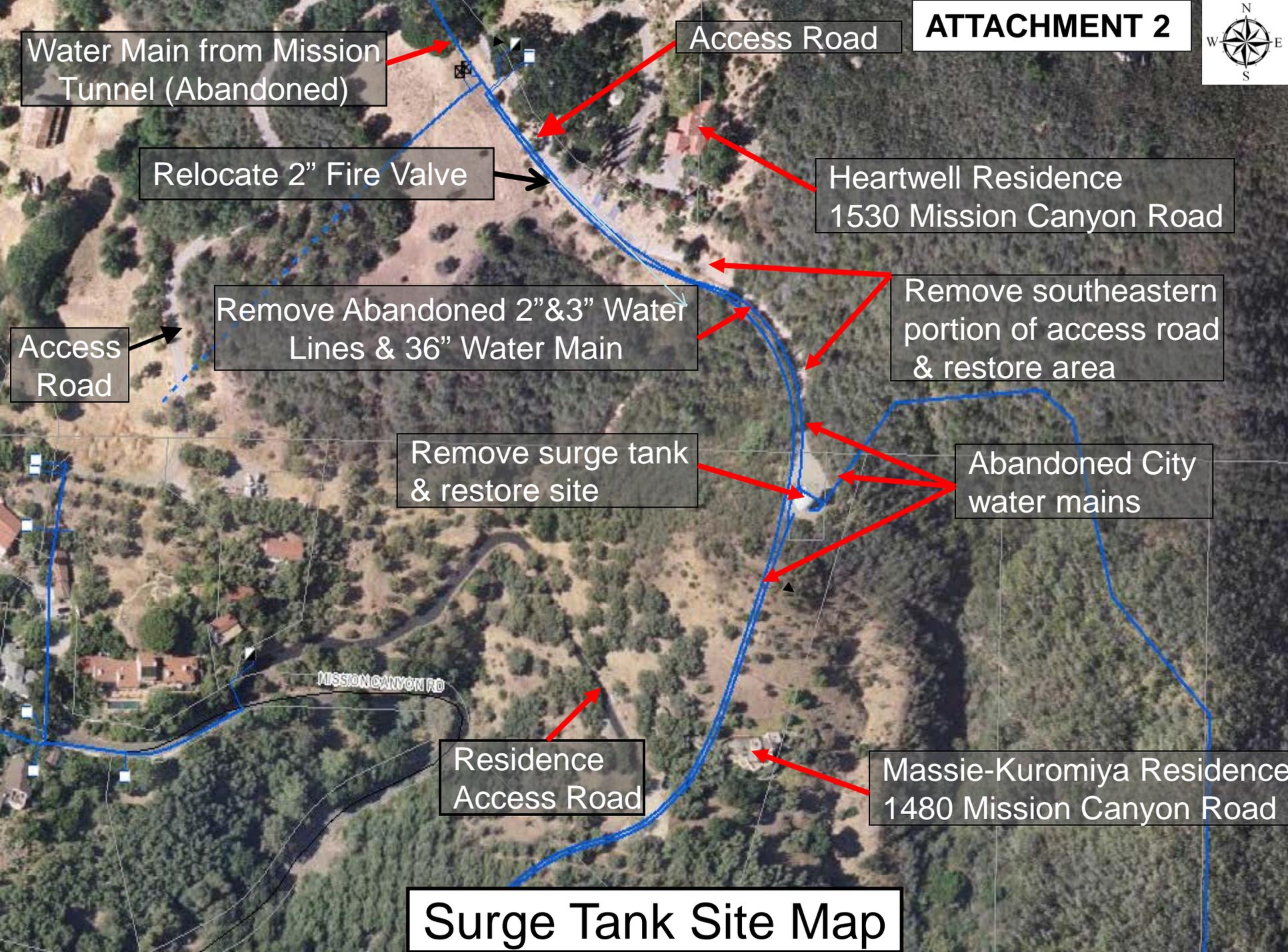
Abandoned City water mains

MISSION CANYON RD

Residence Access Road

Massie-Kuromiya Residence
1480 Mission Canyon Road

Surge Tank Site Map



SUMMARY OF COMMENTS RECEIVED AND CITY STAFF RESPONSE

Comment: Support proposed project. (7)

Response: *Acknowledged.*

Comment: Access road is unstable and constitutes risk of slope failure and landslides. (2)

Response: *The southerly end of the access road has presented a maintenance challenge for City staff. A road fill failure occurred on January 10, 2005.*

Comment: Move forward with the project as soon as practicable. (1)

Response: *Agreed. The project timing will be affected by the City and County permit process, the rainy season and fire season, and possibly by any major construction project creating significant traffic on Mission Canyon Road.*

Comment: Surge tank project is unnecessary and extreme. (1)

Response: *The surge tank is not being used and the access road creates maintenance responsibilities. These facilities are no longer necessary for the operation of the City's water system.*

Comment: Removal of the road and fill is overkill. Place debris fence below access. (1)

Response: *Please see previous response. A debris fence will not stop a road fill failure and would not achieve the goal of removing the unused surge tank and access road which create maintenance responsibilities.*

Comment: Request water pipes be removed from Mission Creek. (1)

Response: *Removal of water pipes in Mission Creek is outside of the scope of this project.*

Comment: Slope restoration and stabilization is important. (1)

Response: *Agreed.*

Comment: Revegetate with native plants and indigenous genetic stock. (2)

Response: *The County Grading Permit will contain requirements for revegetation of disturbed areas. A Geologic and Soils Engineering Exploration Report, May 11, 2012, Grover Hollingsworth and Associates, Inc. recommended "deep rooted groundcover to assist in stabilization of the surface soils."*

Comment: Community to review draft restoration plan. (1)

Response: *City staff will follow the review processes established by the City and County as required in their permitting process.*

Comment: Ensure success of vegetation restoration plan. (1)

Response: *The County Grading Permit will contain requirements to ensure successful erosion control and re-vegetation.*

Comment: Minimize construction period. (3)

Response: *Requirements in the City Building Permit and County permits as well as the construction plans and specifications determine the necessary construction period. Once all of this information is available, the design engineer will specify the construction and plant establishment period in the construction contract documents.*

Comment: Perform construction and restoration in low fire risk season. (2)

Response: *The County Grading Permit will contain requirements to address this issue.*

Comment: Condition project to protect against project increasing fire threat. (1)

Response: *See previous response.*

Comment: Coordinate construction timing with other access impacts such as the Botanic Garden Project. (1)

Response: *See previous response.*

Comment: Repair any damage to concrete plaza, environment, and other infrastructure. (3)

Response: *The project Contractor will repair damage caused by the construction.*

Comment: Repair any damage on Mission Canyon Road. (1)

Response: *Please see previous response.*

Comment: Courtyard surface slumps due to drainage pipe and waterline-City should repair it. (1)

Response: *The courtyard is in County right of way. This appears to be an existing condition that may best be discussed with the County Roads Department staff.*

Comment: At 1530 Mission Canyon Road- Move existing fire standpipe, connect waterline to new water meter box, construct asphalt driveway to access existing solar panels, propane tank, and for brush clearance removal. (1)

Response: *The project will remove the access road adjacent to and on 1530 Mission Canyon Road property. In order to mitigate impact to that property it is intended that the items contained in the comment will be constructed as part of the project.*

Comment: Support restriction on future development of surge tank parcel by new owner. (12)

Response: *City easements and the surge tank parcel will be needed during the vegetation establishment phase which could be several years. After the vegetation is established, City staff may recommend that the City Council declare the surge tank parcel to be excess to the City's needs and offer it for sale in accordance with State and City law.*

At the time when staff presents the permit and design contract for approval to City Council, City staff will indicate staff's intent to return to Council after completion of the Project to request authority to initiate steps to vacate all excess portions of the 1919 waterline easement, quit claim the City interest in a 1968 road easement without warranty to existing property owners and users, and dispose of the 2,500 square feet City-owned surge tank parcel. Staff will also suggest that a deed restriction be imposed on the surge tank parcel prior to its disposal which prohibits future development and is compatible with a Santa Barbara Land Trust conservation easement on an adjacent 134 acre parcel.

Comment: Support deed restriction against any human activity on City parcel. (1)

Response: *Please see previous comment.*

Comment: Request that City parcel be sold to a particular individual. (10)

Response: *The disposal of City land is governed by State and City law. Attached please find the applicable City statutes that govern the City land disposal process.*

Comment: Concerned regarding the stewardship of the existing Conservation Easement of land in the project area. (6)

Response: *The City has no authority concerning this comment.*

Comment: Closed bid process for parcel creates undue hardship. (3)

Response: *Please see previous comment.*

Comment: City should retain ownership of parcel. (1)

Response: *It is inappropriate for the City to retain land for which it has no use.*

Note: The neighbor comments above are not a quote but a paraphrasing of the comment. Each comment is followed by a number which represents the times the comment was found in the responses from the neighbors. A total of fourteen neighbor emails and letters were received by the City in response to City's letter of April 3, 2013.



CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: September 17, 2013

TO: Mayor and Councilmembers

FROM: City Administrator's Office

SUBJECT: Memorandum Of Understanding With Police Unit

RECOMMENDATION: That Council:

- A. Ratify the Memorandum of Understanding between the City and the Santa Barbara Police Officers' Association by introduction and subsequent adoption of, by reading of title only, An Ordinance of the Council of the City of Santa Barbara Adopting A Memorandum of Understanding Between the City of Santa Barbara and the Santa Barbara Police Officers' Association for the period of July 1, 2013, through June 30, 2016;
- B. Adopt, by reading of title only, A Resolution of the Council of the City of Santa Barbara For Paying and Reporting the Value of Employer-Paid Member Contributions for Sworn Police Officers' Association Employees Effective July 27, 2013;
- C. Adopt, by reading of title only, A Resolution of the Council of the City of Santa Barbara For Paying and Reporting the Value of Employer-Paid Member Contributions for Sworn Police Officers' Association Employees Effective July 12, 2014; and
- D. Adopt, by reading of title only, A Resolution of the Council of the City of Santa Barbara For Paying and Reporting the Value of Employer-Paid Member Contributions for Sworn Police Officers' Association Employees Effective July 11, 2015.

EXECUTIVE SUMMARY:

City staff and Police union negotiators have reached a tentative agreement for a new three-year Memorandum of Understanding (MOU), consistent with the authority provided to City staff negotiators by the City Council. The agreement would provide for full payment by sworn employees of the 9% member contribution under the California Public Employees Retirement System (CalPERS) by the end of the three-year term. The agreement also includes salary increases of 5% for sworn employees and 3.5% for non-sworn employees, and other salary and benefit adjustments.

DISCUSSION:

After reaching an impasse in negotiations on August 2, 2013, negotiators from the City and the union engaged in a mediation session on August 29, 2013. The result of these productive discussions with the mediator was a proposed three-year agreement supported by negotiators from both parties. The agreement is consistent with the authority provided to negotiators by the City Council and will extend through June 30, 2016. The agreement was ratified by the membership of the Police Officers Association (POA) on September 10, 2013.

Retirement

A key issue in the negotiations was safety employee contributions toward the statutorily required 9% member contribution to CalPERS. The City had paid this contribution for many years on behalf of employees. However, with escalating CalPERS employer rates over the last several years, the City and most other employers around the state have been asking employees to contribute this member contribution on their own behalf. To put the issue into context, after the 3% at age 50 benefit formula enhancement was adopted in 2002, the City's Police Safety employer rate climbed from a historic low of 2.446% of employee compensation to 35.163%. Based on CalPERS's projections, it is expected to continue to climb to 48% by Fiscal year 2020.

In 2010, City safety employees agreed to temporarily pay a contribution toward their own pensions. As part of the new agreement, the employee contribution will increase from 2.266% of salary to 3% of salary in July 2013, then increase to 6% in July 2014, and by July 2015 safety employees will be paying the full 9% member contribution on their own behalf.

The agreement also includes language memorializing changes to retirement applicable to "new members" under the City's pension plan, as established under the California Public Employees' Pension Reform Act of 2013.

Salary Increases

Police employees received salary increases (4.5% sworn and 2.5% non-sworn) in Fiscal Years 2012 and 2013 that most other bargaining groups did not receive. Under the proposed agreement, employees will also receive the following across-the-board salary increases.

Date	Sworn Increases	Non-Sworn Increases
July 12, 2014	2.0%	1.5%
July 11, 2015	3.0%	2.0%

Based on consideration of the increased scope of responsibility and accountability for the civilian Police Records Supervisor Classification related to the recent elimination of

the civilian Police Records Manager, and an analysis of internal salary equity by the Human Resources Office, the base salary for that classification will be adjusted by 16% in September 2013.

Medical and Dental Insurance

In this agreement, the City has agreed to increase the City's contribution toward family dental insurance for sworn employees by \$40 per month in January 2015; to increase contributions by \$40 per month toward family medical in January 2016 for employees in the PPO plan that is coordinated with Health Reimbursement Account (HRA); and to match employee contributions to a Health Savings Account (HSA) by up to \$50 per month effective January 2015 (sworn only) and up to \$75 per month effective January 2016 (sworn and non-sworn) for those employees enrolled in a HSA-coordinated PPO plan.

Since there is so much uncertainty about health care related to the full implementation of the Affordable Care Act, the agreement includes a reopener in the event of major plan structure changes, so that the City and the POA can negotiate an alternative City contribution structure that will maintain the same total City contribution for bargaining unit members.

Other Changes

The new agreement will not include the reinstatement of the vacation cash-out benefit, which had been eliminated as an economic concession during the financial downturn, but there will be two final 40-hour cash-out opportunities (80 hours total) in Fiscal Years 2014 and 2015, and the vacation accrual cap will be raised by 40 hours, to 320 hours maximum.

To discourage the unnecessary use of sick leave, the City provides an existing benefit to convert unused sick leave time at retirement to a private annuity using a formula based on the employee's retirement formula. Historically, the City has capped this benefit for sworn employees so that a safety employee's PERS retirement benefit plus this sick leave benefit does not exceed 90% of final pay. Staff has found that most employees choose to retire a year or so before they have 30 years of service, when they would reach the 90% cap, in part to avoid losing this benefit. As part of this agreement, the City will no longer reduce or eliminate this benefit simply because a police officer chooses longer service. To the extent that they stay employed longer, the purchase cost of the annuity to the City may actually be lower; it is less expensive to buy an annuity for an older person than a younger person. This is not a PERS benefit, so there is not a direct impact on the PERS retirement plan. There may be indirect positive or negative actuarial impacts to the PERS Police Safety Plan related to an employee's longer service, but this is not expected to be significant.

The City has agreed to allow employees to pre-schedule up to 80 hours from their accrued holiday banks during the Police Department's annual vacation sign up process. Employees will also be eligible for 3 hours of straight time pay if a scheduled overtime detail is cancelled within 8 hours of its scheduled start time. Agreements related to the grievance procedure, the Non-discrimination and Harassment Policy, employee use of City resources will be incorporated into the agreement. Administrative changes and updates will also be included.

Costs/Savings

The agreement includes the continuation of previous employee concessions that would otherwise have expired. This includes continuation of the 2.266% employee contribution toward pensions and the elimination of the annual vacation cash out. The continuation of these concessions indefinitely will save the City \$514,469 on an ongoing basis each year versus not continuing these concessions. The continuation of these concessions is already included in the Fiscal Year 2014 adopted budget.

New agreements, including the 6.734% increased employee contributions toward pension costs, the salary increases, two one-time vacation cash-out opportunities, and increases to benefits, will result in net one-time costs in Fiscal Year 2014 of \$190,119 and in Fiscal Year 2015 of \$122,325, but will level off thereafter to approximately no net increase to ongoing costs.

BUDGET/FINANCIAL INFORMATION:

This package will increase General Fund labor costs, above the adopted budget, by an estimated \$27,489 in Fiscal Year 2014, of which \$17,426 (\$24,000 annualized) will be ongoing costs for the Records position salary adjustment discussed above. The estimated costs do not include the one-time vacation cash-out opportunity this year, estimated to cost \$288,415.

The Fiscal Year 2014 costs will be absorbed by the Police department's budget as much as possible. As needed, additional appropriations will be requested later in the fiscal year.

PREPARED BY: Kristine Schmidt, Employee Relations Manager

SUBMITTED BY: Marcelo Lopez, Assistant City Administrator

APPROVED BY: City Administrator's Office

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNCIL OF THE CITY OF SANTA BARBARA ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SANTA BARBARA AND THE SANTA BARBARA POLICE OFFICERS' ASSOCIATION FOR THE PERIOD OF JULY 1, 2013, THROUGH JUNE 30, 2016

THE COUNCIL OF THE CITY OF SANTA BARBARA DOES ORDAIN AS FOLLOWS:

SECTION 1. The Memorandum of Understanding between the City of Santa Barbara and the Santa Barbara Police Officers Association entered into as of July 1, 2013 and attached hereto and incorporated herein by reference as Exhibit "A" is hereby adopted.

SECTION 2. During the term of the agreement, the City Administrator is hereby authorized to implement the terms of the Memorandum of Understanding between the City of Santa Barbara and the Santa Barbara Police Officers Association without further action by the City Council, unless such further action is explicitly required by state or federal law. This authorization shall include, but not be limited to, the authority to implement employee salary increases and publish changes to the salary schedule(s) adopted with the annual operating budget.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SANTA BARBARA
AND THE
SANTA BARBARA POLICE OFFICERS ASSOCIATION**

THIS AGREEMENT, SIGNED ON _____, IS ENTERED INTO AS OF JULY 1, 2013, BETWEEN THE CITY OF SANTA BARBARA, HEREINAFTER REFERRED TO AS THE "CITY," AND THE SANTA BARBARA POLICE OFFICERS ASSOCIATION, HEREINAFTER REFERRED TO AS THE "ASSOCIATION."

Pursuant to Section 3.12 of the Municipal Code of the City of Santa Barbara and Section 3500 et. seq. of the Government Code, the duly authorized representatives of the City and the Association, having met and conferred in good faith concerning wages, hours, and terms and conditions of employment of Unit employees, declare their agreement to the provisions of this Memorandum of Understanding.

FOR THE CITY:

FOR THE ASSOCIATION:

Kristine Schmidt
Employee Relations Manager

Eric Beecher
Association President

Frank Mannix
Deputy Police Chief

MaryLinda Arroyo
Police Sergeant

Michael Pease
Budget Manager

Crystal Bedolla
Police Officer

Bruce Barsook
Counsel

Andrew Hill
Police Officer

Jaycee Hunter
Police Officer

Susan Segura
Records Supervisor

Kent Wojciechoski
Police Officer

Charles Goldwasser
Counsel

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1. "B" Step (Secondary Salary Step)

The parties agree that achieving the second salary step, or "B," and subsequent salary steps thereafter, shall require, in addition to satisfactory performance, a period of one year of actual service.

It is further agreed that any salary adjustments in cases of employee reclassification shall not necessarily move "step to step."

2. Benefits- Domestic Partners

Employees may be entitled to add their registered domestic partners to City health and welfare benefits, to take family medical leave to attend to a domestic partner, and to other domestic partner benefits, as provided under City policy or under state law.

3. Benefits- During Authorized Leave Without Pay

No sick leave, vacation, or holidays shall accrue to any employee during authorized leave without pay for any full biweekly pay period. Employee shall be responsible for full payment of insurance premiums during authorized leave without pay, except as otherwise provided by law.

4. Benefits- Part-time Employees

A. Employees filling positions authorized by City Council in the official Position and Salary Control Resolution at more than 20 hours per week on a less-than-full time basis shall receive benefits as follows:

- i. Cafeteria plan contribution, medical contribution, dental contribution, vision contribution, holiday time, and other benefits under this agreement equal to the percent of time regularly scheduled versus a regular work week rounded up to the nearest ten percent (10%).
- ii. Vacation and sick leave equal to the percent of time actually worked versus a regular work week rounded up to the nearest ten percent (10%).

B. Grandfathering: Employees filling positions authorized by City Council in the official Position and Salary Control Resolution at more than 20 hours per week on a less-than-full-time basis before March 1, 2005 will continue to receive full-time health benefits (cafeteria plan contribution, medical contribution, dental contribution, vision contribution).

5. Bereavement Leave

In case of the death of an immediate family member, full-time employees shall be eligible for up to forty (40) hours leave with pay.

Immediate family member is defined as: mother, father, brother, sister, spouse, registered domestic partner, child, grandparents by blood or marriage, grandchildren by blood or marriage, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, person standing in loco parentis, and step family members. "In-law" and "step" relationships shall include the immediate family of a registered domestic partner on the same basis as that of a spouse.

Co-worker funeral attendance is acceptable upon the approval of the Chief of Police, consistent with the operational needs of the Department.

6. Biweekly Pay Period

It is understood that all references to "hours or days per month" may be considered on the basis of "hours per biweekly pay period" through conversion factors providing substantially equal employee benefits.

7. Cafeteria Plan

- A. Each full-time employee shall be eligible to allocate a discretionary amount equal to \$6,000 per plan year under the "125 Cafeteria Plan."
- B. If medical, dental, and vision insurance plan selections exceed the cafeteria plan allocation, the City will pay the difference of these insurance premiums up to the amounts in the Medical, Dental and Vision Insurance Article of this MOU; said excess premiums are not discretionary.

8. Call Back

- A. An employee officially called back to duty after being off from scheduled duty for ten (10) hours or more shall be compensated for actual hours worked with a minimum of two (2) hours of pay or compensatory time off at the overtime rate. Effective July 7, 2007, this shall be increased to a minimum of three (3) hours.
- B. An employee officially called back to duty after being off from scheduled duty for less than ten (10) hours shall be compensated at the overtime rate for actual hours worked with a minimum credit of four (4) hours at the overtime rate set forth in the Overtime Article of this agreement. An employee called back to work in this capacity shall continue to be compensated at the overtime rate for as many continuous hours worked from the reporting time of the call back including regularly scheduled work hours.
- C. Multiple call backs within the minimum paid time periods outlined in Sections A and B of this Article will not receive additional compensation.
- D. A "call back" occurs when an employee has left work and is on a regular day off or otherwise off duty and is requested to return to work. Call back does not begin until the employee arrives at duty station and begins work. At no time does a "call back" entitle an employee to "portal" pay or travel time.

An employee shall not be compelled to take vacation or CTO to avoid payment of overtime for a call back.

- E. Management shall make every effort to avoid scheduling consecutive work days (excluding overtime) without a minimum of ten (10) hours of time off with the following exceptions:
 - 1. Shift change;
 - 2. By mutual consent of both management and the employee; or
 - 3. During an emergency or natural disaster.
- F. Telephone Consultations: An employee who receives a phone call authorized in advance by the shift commander on off-duty hours for which he or she is not otherwise receiving compensation (i.e. standby or callback pay) shall be paid for the time actually spent on the phone call, or ½ hour, whichever is greater. This will apply to phone calls for professional consultation purposes, not routine phone calls such as calling an employee back to work. This section will apply independently to multiple phone calls, even regarding the same event, except if those multiple phone calls occur within the same half hour.

9. Canine Pay

It is agreed that employees assigned to serve as canine handlers shall receive the following overtime pay in addition to their regular base salary:

The time spent by a canine handler in the care, grooming and feeding of his/her assigned police dog shall be hours worked payable at a time and one half overtime rate of \$35.6475 per hour (hourly rate of \$23,765 at a time and one-half overtime premium) effective July 1, 2013. In order to maintain equivalency, this hourly rate for dog care shall be increased by the same percentage as the general salary increases for Police Officers.

It is agreed that canine handlers normally spend 6 hours per biweekly pay period performing such work and written authorization from the Police Chief must be obtained to perform such work for more than 6 hours.

10. Child Care

The City will maintain a pre-tax salary reduction plan for employee dependent care needs in accordance with Section 129 of the Internal Revenue Code.

11. Educational Incentive Pay Plan

A. Effective the beginning of the first full pay period after the City is notified officially by POST of an officer's qualification for an Intermediate or Advance POST certificate, said officer shall receive the supplement to his or her base pay as described in Section B of this Article.

B. The monthly amount of Intermediate or Advance POST pay a full-time employee shall receive is as follows:

<u>Effective Date</u>	<u>Police Officer</u>		<u>Sergeant</u>	
	<u>Intermediate</u>	<u>Advance</u>	<u>Intermediate</u>	<u>Advance</u>
July 1, 2013	\$396	\$603	\$420	\$656

Said supplemental pay shall be included in the employee's regular biweekly paycheck.

12. Emergency Medical Dispatch Personnel

Public Safety Dispatch personnel (Dispatchers I, II and III, and Supervisors) who are certified as Emergency Medical Dispatchers and provide pre-arrival medical instructions to callers to the Police/Fire Communications Center shall be eligible to receive a biweekly premium equal to 5% of the employee's biweekly base salary.

13. Equal Employment Opportunity

A. The City and the Association agree that the provisions of this agreement shall be applied equally to all employees covered herein without discrimination because of a person's age (over 40), ancestry, color, mental or physical disability including HIV and AIDS, gender identity and expression, marital status, medical condition (cancer or genetic characteristics), national origin, race, religious belief, sex (including pregnancy/childbirth), sexual orientation, political affiliation, or union membership.

B. The City and the Association agree to commit themselves to the goal of equal employment opportunity in all City services. Further, the Association agrees to encourage their members to assist in the implementation of City equal employment opportunity programs.

- C. Employees shall adhere to, and have the ability to file a complaint under, the Citywide “Non-discrimination and Harassment Policy and Employee Complaint Procedure” as that policy may be amended from time to time.

14. Grievance Procedure

- A. Any employee who has a grievance shall first try to get it settled through discussion with that employee’s immediate supervisor without undue delay. Every effort shall be made to find an acceptable solution at the lowest possible level of supervision.
- B. If after such discussion the employee does not believe the grievance has been satisfactorily resolved, that employee may file a formal appeal in writing to the Police Chief within ten (10) calendar days after receiving the informal decision of the immediate supervisor. The Police Chief shall render a written decision and comment to the employee within ten (10) calendar days after receiving the appeal.
- C. If after receipt of the written decision of the department head the employee is still dissatisfied, that employee may appeal the decision of the Police Chief to the City Administrator. Such appeal shall be made by filing a written appeal to the City Administrator within five (5) days after receipt of the written decision of the Police Chief. The City Administrator shall review the decision of the Police Chief, and the City Administrator’s decision, which shall be rendered within twenty-five (25) days after the appeal is made, shall be final. The City Administrator may request the advice of the Board of Civil Service Commissioners (Board) in any grievance proceeding, but the City Administrator shall not be bound to follow any recommendation of the Board.
- D. Grievances general in nature regarding interpretation of City-wide policy or which involve matters beyond the authority of the Chief of Police, shall be filed with the Assistant City Administrator who shall respond in accordance with the rules applicable to the Police Chief outlined herein.

15. Health Insurance for Unit Members' Survivors

The City shall maintain and pay for the existing level of insurance benefits for up to six (6) months for the surviving family of a unit member who dies in the line of duty, or for such greater period of time required by state or federal law.

16. Holidays

- A. Except as indicated below, full-time employees shall accrue four (4.333) hours of holiday leave each biweekly pay period (24 pay periods). Said hours shall be credited to the employee's Holiday bank.
- B. The following days shall be designated as holidays by the City:

- January 1st (New Year's Day)
- 3rd Monday in January (Martin Luther King Jr.'s Birthday)
- 3rd Monday in February (President's Day)
- Last Monday in May (Memorial Day)
- July 4th (Independence Day)
- 1st Monday in September (Labor Day)
- 4th Thursday in November (Thanksgiving)
- The Friday immediately following Thanksgiving Day
- December 25th (Christmas Day)

Four additional days (32 hours) each fiscal year may be designated by the employee as holidays.

- C. When a holiday falls on a Saturday or Sunday the preceding Friday or following Monday respectively, shall be observed as a legal holiday.

- D. If a holiday is requested by the employee and approved by the City or is a day listed in Section B of this Article, and designated by the City and if the employee is called back to work on that holiday, the employee shall receive compensation for the hours worked in accordance with the overtime section of this Agreement and also shall be entitled to reschedule the holiday for the hours lost. Requests for holiday time off shall not unreasonably be denied.
- E. If an employee's holiday bank exceeds 120 hours, the City shall have the option to either require the employee to take holiday time off or to pay the employee for the hours. The option of time off or pay in-lieu of holiday hours shall be at the sole discretion of the City.
- F. Employees may schedule up to 80 hours of their accrued holiday time during the regular annual the vacation sign up period established by the Department, pursuant to the same rules and procedures.

17. Implementation of MOU

City shall implement provisions of this Memorandum of Understanding by adopting appropriate resolutions, ordinances, and administrative policies.

18. Jury Duty and Court Appearances

The parties agree that members of the bargaining unit performing jury duty or responding to a subpoena arising from line of duty civil court appearances shall be compensated as though they were on duty. Any and all other remuneration received by the employee for such jury duty or court appearances shall be paid to the City.

A sworn employee who is required by subpoena to be at court outside of his/her regularly scheduled work week regarding a matter arising from line of duty, and whose presence in the courtroom is necessary both before and after a scheduled court lunch period, shall be deemed to be on duty during the scheduled lunch period.

Notwithstanding the above, the Chief of Police has the right to adjust an employee's work schedule in keeping with court appearances, jury duty schedules, and/or needs of the City.

19. Layoff Procedure

In cases of abolition of positions, which result in layoff of personnel, or reduction-in-force, the following seniority policy shall apply to sworn members of the bargaining unit:

- A. The individual with the least time in rank shall be first reduced. Where equal time in the rank is the case, total time with the Police Department shall be used to determine seniority.
- B. The individual affected shall have the right to "bump" downward to the next lower sworn classification such that the last hired employee in the lowest sworn rank shall be the first employee laid off. Rehiring shall be accomplished pursuant to Section 3.16.350 of the Municipal Code.

In cases of abolition of positions, which result in layoff of personnel, or reduction-in-force, the seniority and layoff policy found in Municipal Code Section 3.16.350 shall apply to non-sworn members of the bargaining unit.

20. Life Insurance

The City and the Association agree that employees shall be entitled to a term life insurance policy covering the employee only, the premium for which shall be paid by the City. The limits of life insurance coverage shall be seventy-five thousand (\$75,000) of term insurance with one hundred fifty thousand (\$150,000) double indemnity in case of accidental death for sworn employees; and fifty thousand (\$50,000) of term insurance with one hundred thousand (\$100,000) double indemnity in case of accidental death for non-sworn employees. Said life insurance policy will be subject to such reasonable restrictions and requirements as may be imposed by the insurance carrier.

21. Loss Control Support

- A. The Association agrees to support, without qualification, the City's Safety Program and will encourage its members to attend safety courses if required by the City and made available on City time.
- B. Both the City and the Association recognize the need and will strive to reduce the number of industrial injuries among employees.
- C. It is the duty of management to make every reasonable effort to provide and maintain a safe place of employment. The Association will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their duties to be alert to unsafe practices, equipment and conditions, and report them to their immediate supervisor. If such conditions cannot be satisfactorily remedied by the immediate supervisor, an employee has the right to submit the matter either personally or through the Association to the Chief of Police or designated representative. On any matter of safety that is not resolved, consultation will take place between management and Association representatives.
- D. It is agreed that the City shall continue maintaining vehicles and equipment in a safe operating condition and that no employee will be penalized for refusing to use vehicles or equipment proven to be unsafe pursuant to State law.

22. Maintenance of Benefits

- A. City and Association agree that all benefits other than direct wages as provided by ordinances, resolutions and City Charter in existence at the commencement of this agreement shall not be diminished, lessened, altered or reduced except as may be herein provided for the duration of the agreement.
- B. Wage adjustments as provided for from time to time by ordinance, resolution, or City Charter, as such may be amended in accordance with this agreement, shall also continue for the duration of this agreement.
- C. City and Association shall meet and confer concerning any work schedule changes from current 4/10 work schedule for sworn personnel.

23. Management Rights

The rights of the City include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of economic reasons or for cause as provided in Section 1007 of the City Charter; 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; and exercise complete control and discretion over its organization and the technology of performing its work.

24. Medical, Dental, and Vision Insurance

- A. The parties agree that the City will pay 100% of the premium for medical insurance for the employee only up to a monthly maximum of \$1,374.64 per month.

It is agreed that should the amount of subject premium be less than the limits herein described, the difference between the employee only premiums and said dollar amount limits shall be applied to employee dependent medical coverage, if any.

- B. Effective January 1, 2016, the monthly maximum toward medical insurance for employees enrolled in a PPO that is coordinated with a Health Reimbursement Account (HRA) will be increased to \$1,414.64
- C. Effective January 1, 2015, for a sworn employee enrolled in a PPO plan that is coordinated with a Health Savings Account (HSA), the City will match the employee's contribution to the HSA on a dollar-for-dollar basis, not to exceed a maximum City contribution of \$50.00 per month, provided however that the total combined employer and employee amount will not exceed the annual indexed allowable HSA contribution limits. Effective January 1, 2016, this amount will be increased to a match not to exceed \$75.00 per month and will also be available for non-sworn employees enrolled in the HSA coordinated PPO plan.
- D. The City will pay for the premium for dental insurance up to a monthly maximum of \$65.00. Effective January 1, 2015, this amount will be increased to a monthly maximum of \$105.00 for sworn employees.
- E. For the length of this agreement the City will pay for the premium for vision insurance up to a monthly maximum of \$7.50.
- F. The City retains full and complete control over the selection, approval and administration of insurance programs to include selection of carrier, insurance contract renewal and changes in program specifications.
- G. Should the City discontinue offering an HMO plan, or discontinue offering an HRA coordinated PPO plan, or discontinue offering an HSA-coordinated PPO plan, the parties will reopen negotiations for the sole purpose of developing an alternative City contribution structure that will maintain the same total City contribution toward bargaining unit medical benefits as was in place immediately before the change.

25. Meeting and Conferring

Except as provided in the "Municipal Code Changes" Article of this Agreement, or as otherwise provided in this Agreement, the parties agree that there shall be no meeting or conferring over any issues of wages, hours, or other terms and conditions of employment covered by this agreement during the term of this agreement unless both parties consent.

26. Municipal Code Changes

During the term of the Agreement the City and the Association shall meet and confer with regard to any City proposed updates to Santa Barbara Municipal Code Title 3 affecting the terms and conditions of employment of Association Members as required by law.

27. No Unfair Labor Practices

The parties agree that during the term of this agreement the City will not lock out employees and the Association will not engage in labor practices detrimental to providing services to the Citizens of Santa Barbara, or detrimental to the interests of the City; nor will the Association sanction, support, condone, approve, or engage in a strike, sit-in, slow down, work stoppage, or speed-up.

The City and the Association further agree that all matters of controversy concerning issues covered by this agreement, will be settled by established grievance procedures.

The Association acknowledges that violations of the above shall be just cause for disciplinary action including termination.

28. "Non-Sworn Personnel" Shift Assignments

Non-sworn personnel in the bargaining unit shall normally be allowed a minimum of ten (10) hours off between shifts unless the employee consents otherwise. The above ten hour provision shall not apply during the regular periods of shift rotation, in cases where the employee has worked overtime prior to reporting for his/her next regular shift assignment, or in cases of emergency.

29. Overtime

- A. Except as provided in the Call Back Article overtime shall be defined as any hours worked beyond eighty (80) hours in a fourteen-day work period. For the purpose of computing overtime, all regular, scheduled work hours, including paid leave time shall be considered time worked.
- B. Overtime shall continue to be compensated at a time and one-half overtime cash or time and one-half CTO rate.
- C. Effective September 17, 2013, if an employee's scheduled overtime is cancelled within 8 hours of the scheduled overtime start time, the employee will receive 3 hours of pay at straight time. ,
- D. If an employee is called back to work or held over from his/her previous regularly scheduled shift and works five (5) or more hours outside his/her normal shift, and any portion of the hours worked on a call-back or hold-over basis falls within five (5) hours of the beginning of his/her next scheduled shift, that employee will be receive at least five (5) hours of continuous rest before resuming work without a loss in pay. If any portion of the rest period falls during the next regularly scheduled shift, then that portion of the rest period will be paid by the City at the employee's normal straight time pay rate. The employee shall have not restrictions on the location of the rest area.

If such call-back or hold over is concluded less than 3 hours before the start of the employee's next scheduled shift, then the employee may request to take the equivalent paid rest period at the back-end of the shift instead. If the request is approved, the employee will be paid at the employee's normal straight time rate during the regularly scheduled shift and the rest period.

- E. An employee who has accrued CTO shall be permitted to use such time within a reasonable period after making the request to do so if the use of compensatory time does not unduly disrupt the operations of the City. For purposes of this provision, "unduly disrupt the operation of the City" shall include, but not be limited to, requested use of compensatory time during Fiesta (Old Spanish Days), July 4th, and Christmas.
- F. The City shall have the option to pay off all overtime subject to an employee retaining a CTO bank that shall not exceed a maximum of 50 hours.

- G. Overtime for declared disasters shall be paid time and one-half only if federal or State disaster or emergency relief funds are made available to defray costs. Section F of this Article shall apply to the duration of emergency incidents, not the duration of the formal declared emergency.
- H. Employees may use up to 40 emergency leave hours per calendar year from their overtime bank for time off due to illness or injury of their spouse, registered domestic partner, or children. Such emergency leave shall not be withheld by the City, and shall be in addition to paid sick leave use for this purpose under State law. Emergency leave shall be deducted from the employee's accumulated overtime. No emergency leave payment shall be made except after satisfactory evidence of dependent illness or injury has been accepted and approved by the Chief of Police.

30. Payroll Deductions

- A. Any changes in Association dues deduction only shall be subject to indemnification of City by the Association.
- B. City shall maintain payroll program with equal bi-weekly deductions (24 checks plus 2 checks without voluntary deductions).

31. Premium Pay for Use of Bilingual Skills

For all full-time Patrol Officers and employees in other positions designated by the Chief of Police, who establish to the satisfaction of the Chief and the Human Resources Manager proficiency in conversing and reading skills in Spanish, as demonstrated by appropriate testing every other year, the City will pay premium pay of \$51.20 each biweekly pay period.

For all full-time employees in positions designated by the Chief of Police who meet the following qualifications, the City paid premium will be \$102.50 each biweekly pay period:

- A. Establish to the satisfaction of the Chief and the Human Resources Manager a complex level of verbal and/or written proficiency in Spanish as demonstrated by appropriate testing every other year.
- B. Provide written translation from Spanish-to-English and English-to-Spanish and/or act as a translator for complicated interviews with Spanish speaking witnesses or suspects.

32. Recruitment Incentives

The City may, at its option, implement any of the following recruitment incentive programs at any time during the term of this Agreement:

- A. Vacation Credit for Prior City Service: An employee who (1) received a performance evaluation of "meets standards" or better on his or her last two performance evaluations, and (2) separates from City service and then is rehired within 3 years of his or her termination date, may recoup his or her past service credit toward the vacation accrual rate. Such employee may also be eligible for credit for other government service under section B of this article.
- B. Vacation and Sick Leave Credit for Prior Government Service: An employee appointed from outside City of Santa Barbara government service within 6 months of leaving employment with either a city, county, state agency, federal agency or special district and who, in the opinion of the Police Chief, possesses government experience directly related to the position to which he or she has been appointed, may receive credit for years of prior service with his or her immediate previous government employer in the following ways:

i. Vacation Accrual: Upon appointment, employee will receive credit for the full prior years of service at his or her immediate previous government employer toward the initial vacation accrual rate. Employee will not be eligible to progress to a higher accrual rate until employee has the normal required minimum amount of City of Santa Barbara service (including prior service under Section A of this Article) for that accrual rate.

ii. Sick Leave: Employee will be credited with 96 hours of sick leave. Thereafter, employee will accrue sick leave at the normal rate.

- C. Uniform: New employees may be provided an initial uniform set at City cost.
- D. Signing Bonus: New employees who have already completed a full basic academy at the time of hire (e.g., a lateral hire or a post-academy hire) may be provided a signing bonus in an amount determined by the City.
- E. Employee Referral Bonus: Existing employees who refer an applicant from outside City employment who is hired and successfully completes the probationary period may be provided a referral Bonus. City may establish the amount of such bonus and procedures for documenting the referral at the time of application.

33. Retiree Medical Insurance Contribution

- A. This provision is applicable to employees who retire from City service, and
 - 1. Have 15 or more years of regular City service; or
 - 2. Retire from the City with an industrial disability.
- B. The City shall contribute \$9.10 per month, per year of service up to a maximum of 35 years (i.e., \$318.50/month). Employees will receive a prorated contribution for portions of a year of service. Service will be calculated based on the nearest full one hundredth (.01) of a year. (For example, an employee retiring on November 30th with 15.233 years of service will receive $15.23 \times \$8.70 = \132.50 per month). The retiree medical contribution will increase as follows:

Accrued liability for past retiree medical increases was factored into past labor agreements and will not be charged again toward costing in future negotiations.

- C. The retiree is not limited to purchase of a City sponsored plan, provided however, that if the retiree purchases another insurance plan, the retiree must supply the City with adequate proof of insurance coverage prior to any contribution from the City. Proof of such coverage shall be provided to the City on a periodic basis, as determined by the City.

The City will contribute only up to the maximum monthly premium of the City's sponsored plan.

- D. Except as specifically provided in Section F of this article, below, the City shall continue to make its contribution until the retiree reaches age 65 or dies, whichever occurs first. If there is a surviving spouse or registered domestic partner, he/she will be permitted to remain on the medical insurance plan at his/her own cost, subject to the conditions set forth by the insurance company.
- E. The City will continue the normal retiree medical allowance past the age of 65 for the six (6) employees named below who retire after December 23, 2006 and thereafter certify, on an annual basis, that they are not eligible to apply for Medicare Part A (hospitalization) coverage on the basis of their City service, other covered employment, through a spouse's covered employment, or through any other means.

	<u>Name</u>	<u>Title</u>	<u>Hire Date</u>
1.	Robert E. Casey	Police Officer	1/6/75
2.	Leonard J. Gomez	Police Officer	9/25/78
3.	David M. Gonzales	Police Sergeant	3/7/77
4.	George B. Hansen	Police Officer	7/13/79
5.	Jessie M. Ramey	Parking Enforcement Officer	2/11/75
6.	Kathryn H. Denlinger	Parking Enforcement Officer	10/19/77

The City shall continue to make its contribution until the retiree dies. However, if at the time the retiree dies there is a surviving spouse or registered domestic partner over 65 years of age who is not eligible for Medicare Part A, one half of the allowance will continue until the death of the spouse or registered domestic partner.

- F. In the event Health Care legislation is passed which affects the nature of the benefit described above, the parties will reopen negotiations and modify this benefit, if necessary, so as to maintain their original intent (e.g., eligibility, scope, cost).

34. Retirement

- A. The City contract with the Public Employees' Retirement System (PERS) shall provide the 3% at age 50 benefit formula for all Police Safety members.
- B. The City's Employer Paid Member Contributions for Safety employees will be reduced as follows:
1. For the period of June 29, 2013 through July 26, 2013, employees will continue to pay 2.266% of compensation toward the 9% member contribution, and the City will contribute 6.734%;
 2. For the period of July 27, 2013 through July 11, 2014, employees will contribute 3% of compensation toward the 9% member contribution, and the City will contribute 6%;
 3. For the period of July 12, 2014 through July 10, 2015, employees will pay 6% of compensation toward the 9% member contribution, and the City will contribute 3%; and
 4. Effective July 11, 2015, employees will pay the full 9% member contribution.
- C. The City contract with the Public Employees' Retirement System (PERS) shall provide the 2.7% at age 55 benefit formula for all Miscellaneous members.
- D. Under the negotiated 2.7% at 55 cost/benefit sharing formula for Miscellaneous employees:
1. If the PERS miscellaneous plan employer rate is exactly equal to 20.164%, the employee shall pay 7.162% of the 8% required employee contribution. The City will pay 0.838% of the 8% required employee contribution.
 2. If the employer rate is less than 20.164%, the employee shall receive credit for 30.559% of the amount by which the employer rate is less than 20.164%. The credit shall be applied until the City again pays a full 7% of the 8% required employee contribution.

[For example: If the employer rate is only 18.164% of PERS-able compensation, the City will pay an additional 0.61% (2% times 30.559%) of the 8% employee contribution, for a total of 1.448%];
 3. If the employer rate exceeds 20.164%, the employee shall pay 30.559% of the amount by which the employer rate exceeds 20.164%. The employee shall pay for this cost in the following manner:

i. First, through an increase in the employee-paid portion of the 8% required employee contribution up to a maximum increase of 0.838%

[For example: If the employer rate is 22.164% of PERS-able compensation, the employee will pay an additional 0.61% (2% times 30.559%) of the 8% employee contribution, for a total of 7.772%];

ii. Second, through payroll deduction.

[For example: If the employer rate is 25.164% of PERS-able compensation, the employee will pay an additional 1.528% (5% times 30.559%) of PERS-able compensation as follows: an additional 0.838% (8%-7.162%) to cover the full 8% employee contribution, and a payroll deduction equal to 0.69% (1.528%-0.838%) of PERS-able compensation.]

- E. The City shall report the value of Employer Paid Member Contributions (EPMC) to PERS as compensation earnable for both Safety and Miscellaneous employees pursuant to Government Code Section 20636(c)(4). Effective July 11, 2015, the City will discontinue this practice for Safety employees through adoption of the appropriate resolutions.
- F. The City will provide the PERS One-Year Highest Compensation benefit to Safety and Miscellaneous employees.
- G. The City will provide an amendment to the Public Employees' Retirement System (PERS) contract to allow widows/widowers to continue receiving benefits upon remarriage.
- H. The City will provide the PERS Increased Level of 1959 Survivor Benefits (Level Two) for Safety employees, and the PERS Increased Level of 1959 Survivor Benefits (Level Four) for Miscellaneous employees.
- I. The PERS contract shall provide for Public Service Credit for Peace Corps or Americorps: Volunteers in Service to America (VISTA) for Miscellaneous employees only.
- J. Notwithstanding the provisions above, effective January 1, 2013, new members as defined by California Public Employees' Pension Reform Act of 2013 (hereinafter "AB 340") will be covered under the 2.7% at 57 Safety retirement formula or the 2% at 62 Miscellaneous retirement formula, with a final compensation measurement period of the average of the highest three (3) consecutive years, as well as all other statutory requirements of AB 340. Effective July 1, 2013, new employees and/or members as defined by AB 340 shall contribute half the normal cost for benefits, as defined by AB 340; the City will not pay any portion of these employees' required contributions.

35. Retroactivity

An employee will be eligible for retroactive increases to salaries and benefits provided under this Agreement on the dates specified for each increase if the employee is an active City employee and bargaining unit member on the date that the City Council ratifies this Agreement.

To the extent possible, in order to reduce the impact on employee pay, the City shall coordinate any retroactive employee pension deductions necessary under this agreement with the payment for the 2013 vacation cash out opportunity.

36. Salary Adjustments

- A. All sworn positions represented by the Association (police officers and police sergeants) shall receive the following regular increases to base salary:

<u>Date</u>	<u>Increase</u>
July 12, 2014	2.0%
July 11, 2015	3.0%

- B. All non-sworn positions represented by the Association shall receive the following regular base salary increases:

<u>Date</u>	<u>Increase</u>
July 12, 2014	1.5%
July 11, 2015	2.0%

- C. Effective September 21, 2013, the base salary for the Police Records Supervisor classification will be increased from range 293 to Range 325.

37. Salary Increases Upon Promotion

Employees shall receive at least a five percent (5%) salary increase upon promotion provided however that the City shall not be required to pay a salary in excess of the authorized salary range in the City Position and Salary Control Resolution.

For purposes of this article, the base for the (5%) salary increase shall be the employee's current step on the appropriate salary range plus Specialty Assignment pay if appropriate. All officers promoted to the classification of Sergeant shall be appointed to "C" Step.

38. Scope of Representation

- A. The Association represents all employees (except hourly and confidential employees) in a police bargaining unit composed of the following job classifications:

- Police Sergeant
- Police Officer
- Police Officer - Entry Level
- Identification Technician
- Assistant Identification Technician
- Public Safety Dispatcher (I,II,III)
- Public Safety Dispatcher Supervisor
- Police Property/Evidence Specialist
- Police Property/Evidence Assistant
- Police Range/Equipment Specialist
- Police Crime Analyst
- Parking Enforcement Officer
- Police Records Specialist
- Police Records Supervisor
- Police Technician

Reclassification of these positions that does not entail changes in job duties or responsibilities will not affect their inclusion in the bargaining unit except as is provided by applicable State law.

- B. If the City creates a Community Services Officer classification to perform some or all functions currently being performed by sworn officers, but not requiring the service of a sworn employee, the classification will be included as a non-sworn classification in the bargaining unit. City

agrees that the creation of new Community Services Officer positions will not result in layoff of any sworn officer.

39. Service Credit for Sick Leave Upon Retirement

At the time of retirement, the City shall purchase an annuity for a retiring employee that pays a monthly benefit similar to the PERS amendment that provides service credit for sick leave under Government Code Section 20965.

The following conditions apply to this benefit:

- A. In order to qualify for service credit for sick leave upon retirement, the retiring employee must have been hired by the City on or before September 17, 2013 and have at least 500 sick leave hours;
- B. The conversion rate of 0.004 years of service credit for each day of sick leave is utilized. (For purposes of this section, a "day" is the equivalent of eight (8) hours.);
- C. The retiring employee may take the cash purchase value of the annuity in lieu of the monthly annuity;
- D. Prior to September 17, 2013, safety group members who obtain 90% of final compensation upon retirement are not eligible for this benefit; however, employees who retire on or after September 17, 2013 and who obtain 90% of final compensation upon retirement will be eligible for this benefit; and
- E. If the City amends its PERS Miscellaneous or Police contract to include service credit for sick leave upon retirement, non-safety or Police members, respectively will be included in that PERS contract amendment and the annuity program will be discontinued for that group.

40. Shift Differential for Non-Sworn Personnel

- A. Full-time, non-sworn personnel regularly assigned to a shift of eight (8) or more hours shall receive:
 - 1. Swing shift differential pay when 50% or more of the hours of their regularly assigned shift , excluding overtime, falls between 5:00 p.m. and midnight; or
 - 2. Graveyard shift differential pay when 50% or more of the hours of their regularly assigned shift, excluding overtime, falls between midnight and 7:00 a.m.
- B. Employees who are regularly assigned to a shift that does not meet the definition of a swing shift or graveyard shift shall not receive shift differential. This includes, but is not limited to, circumstances wherein an employee may be called back to work or scheduled to work an overtime shift that qualifies for shift differential pay when regularly assigned to the shift.
- C. The biweekly amount of shift differential for a full-time employee shall be as follows:

<u>Effective Date</u>	<u>Swing Shift Biweekly</u>	<u>Graveyard Shift Biweekly</u>
July 1, 2010	\$64	\$128

41. Sick Leave

- A. Employees shall accrue sick leave at the rate of eight (8) hours per month of service rendered up to a maximum of 2,080 hours of accumulated sick leave.

- B. The City's "non-replenishable" sick leave program (M.C. 3.08.150b) shall be retained for the term of this agreement.
- C. An employee may use up to 48 hours of available accrued sick leave (the equivalent of 6 months of accrual) per calendar year to attend to an illness of a child, parent, domestic partner, or spouse of the employee, as provided under State law. Part-time employees may use the equivalent of six (6) months of sick leave accrual at their prorated accrual rate for such purposes. All rules for use of sick leave will apply, including those regarding physician statement requirements and use of sick leave for medical appointments

42. Specialty Assignment Program

The Specialty Assignment Program is as follows:

- A. For each employee, management will identify number of specialties per person, excluding temporary assignments, and rate all persons at 2% per specialty with a maximum of 6%. Each 2% increment is retained after the assignment ends.
 - 1. Credit for a specialty position held prior to June 30, 1992, shall be given regardless of the duration of the assignment. Credit for the same specialty position held more than once shall be given so long as the assignments were not continuous.
 - 2. Credit for specialty positions held subsequent to June 30, 1992, shall require that the position be held for a minimum of 75% of the maximum duration of that assignment unless approved by the Division Commander. If the employee is on a leave of absence of more than 30 consecutive calendar days during the assignment, then the maximum duration of the assignment will be extended by the period of the leave. Duration of assignments is determined by the Career Development Program.
- B. At the sole discretion of the Police Chief, certain specialty assignments may be designated as "long-term specialty assignments" not having a maximum duration, and allowing increasing specialty pay in the same assignment. For such positions, specialty pay shall be earned in the following increments:
 - 1. 2% upon assignment, retained upon reassignment if the employee holds the position for four (4) years;
 - 2. An additional 2% after four (4) years in the assignment, retained upon reassignment if the employee holds the position for six (6) years; and
 - 3. An additional 2% after six (6) years in the assignment, retained upon reassignment if the employee holds the position for at least eight (8) years.

To receive credit for each 2% increment, the employee must hold the position for a minimum of 75% time required to retain that increment, unless approved by the Division Commander. The combined maximum specialty pay for all specialty assignments, including long-term assignments, shall be 6%.

- C. Retention of specialty pay. In order to retain specialty pay employees must:
 - 1. Meet or exceed performance standards.
 - 2. Work any assignment as ordered. Requirements for the assignment and procedures for selection shall be set forth in the Career Development Program.
 - 3. Continue to apply for and compete in good faith for upcoming specialty assignments as described in the annual performance evaluation.

- D. Failure to comply with the above requirements results in the loss of all specialty pay.
- E. If an employee has lost specialty pay as a result of failing to meet the requirements of Section C of this Article, the employee may have the specialty pay prospectively reinstated by again complying with the above requirements of Section C. Complying again with the requirements of Section C.3. above means competing for and selection to a specialty assignment.

43. Standby Pay

The City and the Association agree that when an employee is officially designated by management to remain available to return to work, at any time during specific hours outside of normal working hours, the employee shall receive two (2) hours of straight time pay or compensatory time off for each eight (8) hours on standby or fraction thereof. Effective July 5, 2008, this will be increased to three (3) hours of straight time pay or compensatory time off for each eight (8) hours on standby or fraction thereof. To the extent feasible, the parties agree that standby shall be assigned on an equitable basis to all eligible employees.

The City and Association agree that all employees will be on automatic standby duty during a state of emergency or civil defense disaster as declared by the President of the United States, the Governor of the State, the Mayor of the City, the City Council, or the City Administrator. Such automatic emergency standby shall be without compensation unless the City is reimbursed by the State or federal government for such an expenditure.

44. Term of Agreement

- A. This Memorandum of Understanding shall become effective July 1, 2013 and shall remain effective through June 30, 2016.
- B. The agreement may be extended beyond its expiration date, if both parties concur.

45. Time Off for Association Officers

- A. Reasonable time off with pay at straight time will be granted to Association officers and negotiators for the purpose of meeting and conferring or consulting with the City subject to approval by the Chief of Police as to specific times.
- B. The Association will maintain a complete and current list of its officers and negotiators on file with the Assistant City Administrator.
- C. Upon reasonable advance notice, Association officers will be granted up to an aggregate of one hundred sixty (160) hours pay annually for attendance at Association meetings and conventions and for conducting normal and regular Association business during the term of this agreement.

46. Training

The City and the Association agree that all direct costs for all training or instruction required by the City shall be paid for by the City. However, the City shall retain the right to determine what training is required for the employee to improve his performance on the job and to make such training a condition of employment.

For the purposes of this agreement, this section shall include requests by Department Heads for additional training of current employees, subject to the approval of the City Administrator.

Both parties recognize that training programs and the advancement of employees to positions of higher skill are matters of great importance and interest to the City, the Association, and the employees covered by this agreement.

47. Transportation Demand Management

- A. Effective December 23, 2006, will provide up to 8 additional carpool parking spaces, based on need, with reasonable distance from the Police Department.
- B. Bargaining unit members shall be eligible to participate in any established Citywide Alternative Transportation Program.

48. Tuition Reimbursement

Employees shall be eligible for tuition reimbursement through the City of Santa Barbara's Educational Reimbursement Program.

49. Unauthorized Leave/Suspension

No sick leave, vacation, or holiday time shall accrue or be paid during any period of unauthorized leave or suspension. Suspension is defined as provided in Municipal Code Section 3.16.310 and City Charter Section 1007. Retroactive accrual of sick leave, vacation, or holiday time shall be provided for suspensions later found to be in error. This section shall not apply to any non-disciplinary suspension.

50. Uniform Allowance

- A. Except as indicated below, the City shall provide an annualized uniform allowance to full-time employees in the bargaining unit who are required to maintain a uniform as follows:

Sworn police personnel not assigned motorcycle, SWAT or canine duty	\$1,038
Sworn police personnel assigned canine duty	1,088
Sworn police personnel assigned motorcycle or SWAT duty	1,238
Non-sworn personnel	863

- B. Payment of the uniform allowance will be paid to employees who are on the payroll during the pay period ending two (2) weeks prior to the payday on which the uniform allowance is paid in June or December of each year. Payment will be made in a separate check, in an amount equal to half of the annualized allowance, per the following schedule:

December 13, 2013 and June 13, 2014
December 12, 2014 and June 12, 2015
December 11, 2015 and June 10, 2016

51. Use of Computer Resources

Employees' rights and obligations regarding use of the City's computers and computing resources are governed generally by the City's computer use policies. The Association and the City agree that occasional and incidental employee use of City computing resources for Association business is allowable within the same parameters applied to other acceptable non-commercial personal use under those policies.

The parties agree that such use shall not interfere with the performance of work duties or the effective delivery of services, and shall not result in any significant cost to the City or compromise the security of City systems. The parties further agree that City computer resources, including the e-mail system, will not be used by the Association or City employees to support or oppose a political campaign or ballot measure.

The Association acknowledges that employees have no expectation of privacy in the use of City computer resources, including but not limited to e-mail and text messaging, even if they are locked or password-protected.

52. Vacation

- A. It is agreed that vacation time may be taken as accrued subject to City approval.
- B. It is agreed that vacation accrual for sworn personnel shall be in accordance with the following schedule:

<u>Length of Service</u>	<u>Vacation Entitlement</u>
0 through 5 years	80 hours per year
6 through 10 years	120 hours per year
11 through 24 years	160 hours per year
After 24 years	200 hours per year

- C. It is agreed that vacation accrual for non-sworn police personnel shall be in accordance with the following schedule:

<u>Length of Continuous Service</u>	<u>Vacation Entitlement</u>
0 through 2 years	80 hours per year
3 through 5 years	104 hours per year
6 through 10 years	144 hours per year
11 through 17 years	184 hours per year
18 through 23 years	200 hours per year
24 and over years	224 hours per year

- D. Maximum vacation accrual will be 280 hours. Effective September 21, 2013, this maximum will be increased to 320 hours. Said maximum vacation accrual shall not apply if scheduled vacations are canceled by the City for emergencies or personal emergencies of employees. Where requested in advance by the employee, management will make reasonable efforts to work with the employee to try to avoid the loss of vacation time accruals under the accrual maximum.
- E. There will two final vacation “cash-in” opportunities during the term of this Agreement. The first shall occur, concurrent with any retroactive employee pension contributions required under this Agreement, before October 29, 2013. The second opportunity shall be offered for payment on the paycheck employees receive on December 12, 2014. A maximum of 40 hours of vacation may be cashed in during each of these opportunities.

53. Work Schedule

- A. When regular days off (RDO) are changed, reasonable notice shall be given to the affected employee(s). “Reasonable notice” is at least 48 hours unless by mutual consent.
- B. All sworn employees shall be placed on a 4/10 work schedule. Management retains the right to change an employee’s day off at any time with less than 48 hours notice without incurring overtime liability in order to meet departmental needs related to court subpoenas and other planned events. Other planned events shall include incidents such as drug sweeps in Investigations and employee training. Overtime liability will continue to occur when an

employee works in excess of eighty (80) hours in a 14-day work period as required by the Fair Labor Standards Act (FLSA).

Uniformed sworn officers on a 4/10 schedule who are subject to call for service during the lunch period will work ten (10) hours and take a one half (1/2) hour paid lunch break. Other sworn and non-sworn employees on a 4/10 schedule will work ten (10) hours and take a one-half (1/2) hour or one-hour unpaid lunch break. A change made by management to this practice will be a normal meet and confer issue.

- C. Upon mutual agreement between management and an employee represented by the Association, s/he may work a schedule different than that delineated in Section B of this Article.

54. Workers' Compensation: Non-Sworn Personnel

- A. Non-sworn employees who sustain illness or injury arising out of and in the course of their City employment shall receive benefits equal to those mandated by the State of California plus the difference between State mandated benefits and the equivalent of eighty-five percent (85%) of the individual's gross (excluding O.T.) salary, if any, paid by the City for a maximum of ninety (90) working days.
- B. This Article shall not be construed to grant employees the use of sick leave benefits in lieu of or to supplement workers' compensation benefits herein or by State law, except as follows:

An employee who returns from an accepted work-related injury or illness to regular duty or modified duty may attend follow-up medical appointments during work hours when it is not possible to arrange such appointments on non-work time. Reasonable advance notice must be given to the supervisor, which in no event shall be less than 24 hours. Release time is subject to supervisory approval based on operational needs. Under these conditions, to account for the lost work time to attend physician, physical therapy, chiropractic, counseling and other physical and mental care appointments, the employee may:

1. Use accrued paid leave time (sick leave, vacation time, compensatory time, or personal leave); or
2. Use "industrial leave without pay" if employee has no accrued paid leave time, or
3. If the employee has not reached a permanent and stationary status, the employee may elect to use "industrial leave without pay" if employee does not choose to use accrued paid leave (sick leave, vacation time, compensatory time, or personal leave). However, employees who have reached permanent and stationary status must exhaust available leave balances before being placed on leave without pay.

An employee who has not reached a permanent and stationary status and uses industrial leave without pay may be entitled to "wage loss" under workers' compensation system depending on eligibility.

The City may make changes to its Personnel Policies including, but not limited to, the Santa Barbara Municipal Code to reflect the substance of this Agreement.

APPENDIX A- CATASTROPHIC LEAVE POLICY

- I. **PURPOSE:** To establish a program whereby City employees can donate vacation, holiday and/or compensatory time to the leave banks of permanent full-time and permanent part-time employees who have exhausted all applicable accumulated leave balances for the following reasons:
 - A. To the sick leave banks of employees who are incapacitated due to an off-duty catastrophic illness or injury; or
 - B. To the vacation leave banks of employees who are caring for a spouse, registered domestic partner, or child who has been diagnosed as terminally ill.
- II. **DEFINITION:** A catastrophic illness or injury is a severe illness or injury which is unusual, unexpected, or immediate in nature; and which is expected to preclude an employee from returning to work for an extended period of time, during which the employee will exhaust all of his/her accumulated leave balances.
- III. **POLICY:** City employees may donate vacation, holiday and/or compensatory time to a permanent full-time or permanent part-time employee if:
 - A. An employee experiences a catastrophic illness or injury or must care for a spouse, registered domestic partner, or child who is diagnosed as terminally ill which requires him/her to be absent from work for an extended period of time;
 - B. The employee has nearly exhausted all applicable leave balances (sick, vacation, personal leave, holiday, compensatory time in the case of the employee's off duty catastrophic illness or injury; vacation, personal leave, holiday and compensatory time due to caring for a spouse, registered domestic partner, or child diagnosed as terminally ill); and
 - C. The employee or if incapacitated, the legally recognized representative, has agreed to accept the donation, if approved by the Department Head and the City Administrator.
 - D. The Department Head will take action to help ensure that each employee's decision to donate or not donate to a Personal Catastrophic Leave Account is kept confidential and that the donor and recipient employees are not pressured to participate.
 - E. State and Federal income tax on the value of vacation, holiday, and/or compensatory time donated shall be deducted from the recipient employee's pay at the time the hours are used.
- IV. **PROCEDURES:**
 - A. A request is made by the recipient employee or if incapacitated, the legally recognized representative, to the Department Head for the establishment of a Personal Catastrophic Leave Account. This request may be made prior to that employee exhausting all of his/her applicable paid leave balances so that time donated to the time bank may be utilized immediately upon exhaustion of the employee's applicable leave balances, but not before.
 - B. Upon approval of the Department Head and the City Administrator, and upon agreement of the recipient employee, a Personal Catastrophic Leave Account will be established. The employee or if incapacitated, the legally recognized representative, will sign the "Request to

CATASTROPHIC LEAVE POLICY- CONTINUED

Receive Donation(s)" form allowing publication and distribution of information regarding his/her situation.

- C. The employee or if incapacitated, the legally recognized representative, will be required to provide verification of the illness or injury from an attending physician before and while using time donated under this program. All information provided by the attending physician will remain confidential.
- D. The request for donations shall occur in three month intervals and may be extended if the employee's catastrophic leave time is continued, up to a maximum of twelve (12) continuous months for any one catastrophic illness/injury or the need to care for a spouse, registered domestic partner, or child diagnosed as terminally ill, based upon approval of the Department Head and City Administrator.
- E. Donated vacation, holiday, and/or compensatory time shall be converted and credited to the recipient in equivalent hours of sick leave due to employee illness or vacation leave due to a terminally ill spouse, registered domestic partner, or child at the recipient's base hourly rate. (e.g. employee A makes \$20/hour and donates 1 hour of vacation time to employee B who earns \$10/hour. B's sick or vacation bank is increased by 2 hours for each hour donated by A.)
- F. Employees will use the "Donation of Vacation/Holiday/Compensatory Time" form to submit donations of vacation, holiday and/or compensatory time directly to Human Resources. All donations will be reviewed for compliance with this policy. After review, the form will be forwarded to Payroll for action and adjustment to the donor and recipients' paid leave balances.
- G. All donations of vacation, holiday, and/or compensatory time shall be limited to a ten (10) hour maximum donation per request interval per injured/ill employee or spouse, registered domestic partner, or child diagnosed as terminally ill.
- H. The donation of vacation, holiday, and/or compensatory time is irreversible. Should the recipient employee not use all the donated time for the catastrophic illness or injury for which it was requested within one year following the initial request for catastrophic leave, any balance will revert automatically to a City-wide "Catastrophic Leave Bank" for future use by employees with need for that donated time pursuant to the provisions of this Catastrophic Leave Policy. A recipient may also voluntarily release donations made in his or her name to the City-wide "Catastrophic Leave Bank" in writing at any time.

If prior to the expiration of one year following the initial request for catastrophic leave, a recipient has not released the balance of donations received to the City-wide "Catastrophic Leave Bank" and provides the City a medical certification demonstrating to the satisfaction of the Human Resources Manager that the same catastrophic illness or injury is still active and may cause incapacity within the next year, the donations will be maintained for the exclusive use of the recipient for up to an additional year. This same certification may be provided annually thereafter. The City shall have no obligation to remind the recipient of the availability of the options provided under this paragraph.

Once donations have been released by the recipient in writing, or have reverted automatically to the City-wide "Catastrophic Leave Bank", a recipient shall not have greater access to such balances than other any qualified employee.

- I. A report on the usage of Personal Catastrophic Leave Accounts and status of the City-wide "Catastrophic Leave Bank" will be available to recognized labor organizations and others

with a need to know. The report will include the identity of the recipient(s), hours donated, hours used and the remaining balance(s).

APPENDIX B- TRAINING AND RELATED TRAVEL TIME FOR REQUIRED CLASSES

The purpose of this Appendix is to provide a guide to utilize when determining when an employee is entitled to payment for attending training.

Non-Exempt Employees

The Fair Labor Standards Act (FLSA) indicates that time spent by non-exempt employees in training is compensable unless all of the following conditions are met:

1. Attendance is outside of the employee's regular working hours.
2. Attendance is in fact voluntary. FLSA indicates that attendance is not considered voluntary if the employee believes that present working conditions or the continuance of employment will be adversely affected by non-attendance.
3. The course, lecture, or meeting is not directly related to the employee's job. The regulations state that training is directly related to the employee's job if it is designed to make the employee handle his or her job more effectively, as distinguished from training for another job.
4. The employee does not perform any productive work during such attendance.

If all four of the above conditions are not met, then all hours spent in training (including those outside of normal working hours) are considered to be compensable under FLSA.

If the training is considered compensable and travel time is associated with the employee's attendance, then the next question is whether the time spent traveling should be paid for. , The following must be considered.

1. **Travel During Regular Working Hours.** If the travel time related to attending required training occurs during normal working hours, then the time is considered to be compensable.
2. **Special One-Day, Out-of-Town Travel.** Travel time associated with special one-day, out-of-town training is required to be paid for irrespective of the mode of transportation utilized or whether the employee drives or is a passenger. Time that can be excluded from payment is normal home-to-work travel time and time spent eating while traveling.
3. **Overnight Travel.** If an employee travels overnight on business (for more than one day), the employee must be paid for time spent in traveling (except for meal periods) during their normal working hours on their non-working days, such as Saturday, as well as, on their regular working days. Travel time as a passenger on an airplane, train, boat, bus, or automobile outside of regular working hours is not considered worktime unless the employee performs any actual work or the employee drives a car without being offered public conveyance. Therefore, nighttime travel policies when associated with training for more than one day may prove to be more advantageous. The cost for hotel accommodations and meals for the employee versus the overtime payment should be considered when trying to determine which is more advantageous.

Special Requirements for 207K Exempt Employees

The only special requirement related to 207(k) exempt employees under FLSA relates to time spent in required training when an employee is confined to a campus or to barracks 24 hours a day. Only the time spent in actual training is considered compensable hours of work as long as the other hours are spent in studying or other personal pursuits. Other than this, the same requirements that apply to non-exempt employees apply to 207(k) exempt employees.

TRAINING AND RELATED TRAVEL TIME FOR REQUIRED CLASSES- CONTINUED

Exempt Employees

In the case of an exempt employee, the MOU is the guiding document in whether training or related travel time is compensable. Generally, exempt employees will only be paid for time spent in required training and travel during normal work hours. Travel outside of regular work hours is excluded.

Employees who have questions regarding the compensability of training and related travel time, may contact either the Chief of Police or one of the Personnel Analysts at Ext. 5316.

APPENDIX C- MEMORANDUM OF UNDERSTANDING REGARDING 3/12.5 SCHEDULE

This memorandum of understanding was entered into as of September 25, 1999, and amended on July 3, 2001, between the City of Santa Barbara, hereinafter referred to as "City," and the Santa Barbara Police Officers Association, hereinafter referred to as "Association."

This agreement is intended to allow the City to implement, on a trial basis, a "3/12.5" work schedule for some of those Officers and Sergeants assigned to patrol functions who worked a "4/10" work schedule immediately prior to implementation of the MOU.

The work period shall be defined as a 28-day work period as permitted by the Fair Labor Standards Act (FLSA) for law enforcement personnel for all sworn personnel irrespective of their shift assignment in order to accommodate the new "3/12.5" schedule. FLSA mandated overtime for all sworn personnel shall be defined as any hours worked beyond one hundred seventy one (171) hours in a designated twenty-eight (28) day cycle. Overtime under a "4/10" or "3/12.5" work schedule is defined as hours worked beyond the regularly scheduled shift, whether it be a 12.5-, 10-, 9- or 8-hour day. Overtime liability shall also occur if a member works in excess of his/her regularly scheduled 75, 80 or 85 hours in a pay period. The City shall continue for purposes of computing overtime to count all regular, scheduled work hours, including paid leave time, as time worked. Overtime shall continue to be compensated at a time and one-half overtime cash or time and one-half CTO rate but not to exceed the 50 hours CTO maximum bank. Once overtime is earned in connection with any approved method of accrual (daily, biweekly, FLSA) said amounts shall be deducted from overtime owed under any other approved method of accrual. There shall be no double or triple payment of overtime for the same hours involved.

The basic work schedule for those assigned to a "3/12.5" shall be to work 12 shifts of 12.5 hours and one shift of 10 hours during each 28-day work period. This is the equivalent of working 160 hours in a four-week period; the same as employees assigned to a "4/10", work schedule. The current meal break policy shall apply to all sworn patrol personnel assigned to a "3/12.5" work schedule.

For those assigned to a "3/12.5" schedule, the 10-hour shift must be worked within the designated 28-day work period and is considered an integral part of the City's staffing needs. Therefore, the 10-hour shift is not intended to be "routinely" utilized for leave time. In situations where an employee who, for whatever reason, does not either actually work or report leave time approved by the Department for the required 10-hour shift within the 28-day work period shall have paid leave utilized for any hours necessary to account for the required 160 hours in the following order: CTO, Holiday, Vacation unless an agreement between management and the employee to utilize in a different order. If no leave balances are available, then the hours shall be reported as leave without pay.

The one 10-hour shift shall not be limited to any particular purpose; however, it is generally intended to be utilized to facilitate training, patrol responsibilities or special assignments. Complete flexibility for scheduling this day shall be maintained by management to allow for changing priorities, training availability, and the special needs of the organization.

MEMORANDUM OF UNDERSTANDING REGARDING 3/12.5 SCHEDULE- CONTINUED

Under the "3/12.5" work schedule employees shall regularly work 75 hours during one biweekly pay period and 85 hours during the other biweekly pay period within the 28-day work cycle. As a matter of convenience for employees assigned to the "3/12.5" work schedule, the City shall ensure that the payments received by the employees at the end of each biweekly pay period are equal, or 80 hours per biweekly pay period, exclusive of any overtime. An exception will be in the case of an employee who does not work the required hours and does not have sufficient leave balances to cover the hours.

Management shall make every reasonable effort to have changes in patrol shift assignments coincide with the end of a 28-day work period. However, if the needs of the department as determined in the sole discretion of the Police Chief warrant a change from the "3/12.5" schedule to another such as, but not limited to, a "4/10" other than at the end of a 28-day work period, the Association acknowledges that an adjustment to balance the hours worked and paid will be required. This adjustment may necessitate a deduction from an employee's CTO, holiday, vacation time and/or gross pay. A similar adjustment may be necessary in situations such as, but not limited to, the resignation of an Officer.

The Association agrees that management retains the absolute right to discontinue the use of the "3/12.5" work schedule at any time without having to engage in the meet and confer process. Management also retains the right to assign an officer to either the "3/12.5" or the "4/10" work schedule without having to engage in the meet and confer process. If the "3/12.5" work schedule is discontinued by management, employees assigned to a "3/12.5" work schedule shall return to a "4/10" work schedule.

A RESOLUTION OF THE COUNCIL OF THE CITY OF SANTA BARBARA FOR PAYING AND REPORTING THE VALUE OF EMPLOYER PAID MEMBER CONTRIBUTIONS FOR SWORN POLICE OFFICERS' ASSOCIATION EMPLOYEES EFFECTIVE JULY 27, 2013

WHEREAS, the governing body of the City of Santa Barbara has the authority to implement Government Code Section 20636(c) (4) pursuant to Section 20691;

WHEREAS, the governing body of the City of Santa Barbara has a written labor policy or agreement which specifically provides for the normal member contributions to be paid by the employer, and reported as additional compensation;

WHEREAS, one of the steps in the procedures to implement Section 20691 is the adoption by the governing body of the City of Santa Barbara of a Resolution to commence paying and reporting the value of said Employer Paid Member Contributions (EPMC); and

WHEREAS, the governing body of the City of Santa Barbara has identified the following conditions for the purpose of its election to pay EPMC:

- This benefit shall apply to all employees of the Police Officers' Association who are "Classic" Safety CalPERS members and not subject to restrictions on EPMS under the California Public Employees' Pension Reform Act of 2013..
- This benefit shall consist of paying 6.0% (Percent) of the normal contributions as EPMC, and reporting the same percent (value) of compensation earnable** {excluding Government Code Section 20636(c)(4)} as additional compensation.
- The effective date of this Resolution shall be July 27, 2013.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the City of Santa Barbara elects to pay and report the value of EPMC, as set forth above.

BY

(Name of Official)

(Date adopted and approved)

(Title of Official)

* Note: Payment of EPMC and reporting the value of EPMC on compensation earnable is on pay rate and special compensation except special compensation delineated in Government Code Section 20636(c)(4) which is the monetary value of EPMC on compensation earnable.

A RESOLUTION OF THE COUNCIL OF THE CITY OF SANTA BARBARA FOR PAYING AND REPORTING THE VALUE OF EMPLOYER-PAID MEMBER CONTRIBUTIONS FOR SWORN POLICE OFFICERS' ASSOCIATION EMPLOYEES EFFECTIVE JULY 12, 2014

WHEREAS, the governing body of the City of Santa Barbara has the authority to implement Government Code Section 20636(c) (4) pursuant to Section 20691;

WHEREAS, the governing body of the City of Santa Barbara has a written labor policy or agreement which specifically provides for the normal member contributions to be paid by the employer, and reported as additional compensation;

WHEREAS, one of the steps in the procedures to implement Section 20691 is the adoption by the governing body of the City of Santa Barbara of a Resolution to commence paying and reporting the value of said Employer Paid Member Contributions (EPMC); and

WHEREAS, the governing body of the City of Santa Barbara has identified the following conditions for the purpose of its election to pay EPMC:

- This benefit shall apply to all employees of the Police Officers Association who are "Classic" Safety CalPERS members and not subject to restrictions on EPMC under the California Public Employees' Pension Reform Act of 2013.
- This benefit shall consist of paying 3.0% (Percent) of the normal contributions as EPMC, and reporting the same percent (value) of compensation earnable** {excluding Government Code Section 20636(c)(4)} as additional compensation.
- The effective date of this Resolution shall be July 12, 2014.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the City of Santa Barbara elects to pay and report the value of EPMC, as set forth above.

BY

(Name of Official)

(Date adopted and approved)

(Title of Official)

* Note: Payment of EPMC and reporting the value of EPMC on compensation earnable is on pay rate and special compensation except special compensation delineated in Government Code Section 20636(c)(4) which is the monetary value of EPMC on compensation earnable.

A RESOLUTION OF THE COUNCIL OF THE CITY OF SANTA BARBARA FOR PAYING AND REPORTING THE VALUE OF EMPLOYER-PAID MEMBER CONTRIBUTIONS FOR SWORN POLICE OFFICERS' ASSOCIATION EMPLOYEES EFFECTIVE JULY 11, 2015

WHEREAS, the governing body of the City of Santa Barbara has the authority to implement Government Code Section 20636(c) (4) pursuant to Section 20691;

WHEREAS, the governing body of the City of Santa Barbara has a written labor policy or agreement which specifically provides for the normal member contributions to be paid by the employer, and reported as additional compensation;

WHEREAS, one of the steps in the procedures to implement Section 20691 is the adoption by the governing body of the City of Santa Barbara of a Resolution to commence paying and reporting the value of said Employer Paid Member Contributions (EPMC); and

WHEREAS, the governing body of the City of Santa Barbara has identified the following conditions for the purpose of its election to pay EPMC:

- This benefit shall apply to all employees of the Police Officers Association who are "Classic" Safety CalPERS members and not subject to restrictions on EPMC under the California Public Employees' Pension Reform Act of 2013.
- This benefit shall consist of paying 0.0% (Percent) of the normal contributions as EPMC, and reporting the same percent (value) of compensation earnable** {excluding Government Code Section 20636(c)(4)} as additional compensation.
- The effective date of this Resolution shall be July 11, 2015.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the City of Santa Barbara elects to pay and report the value of EPMC, as set forth above.

BY

(Name of Official)

(Date adopted and approved)

(Title of Official)

* Note: Payment of EPMC and reporting the value of EPMC on compensation earnable is on pay rate and special compensation except special compensation delineated in Government Code Section 20636(c)(4) which is the monetary value of EPMC on compensation earnable.



CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: September 17, 2013

TO: Mayor and Councilmembers

FROM: Facilities Planning & Development Division, Airport Department

SUBJECT: Airport Master Plan Status Update

RECOMMENDATION:

That Council receive a presentation by Coffman Associates on the status of the Airport Master Plan.

DISCUSSION:

BACKGROUND

The Federal Aviation Administration requires that airports maintain a master plan, which is generally updated every five to ten years and provides a framework of planned development improvements to meet aviation demand. Facility needs for the airfield, general aviation, cargo, and the airline terminal including vehicle parking, and aircraft parking are primary considerations when preparing development alternatives.

The Aviation Facilities Plan has guided development at the Santa Barbara Airport for the past 10 years. With the completion of the Airfield Safety Projects, Tidal Circulation Project, and the Airline Terminal Expansion, the Aviation Facilities Plan's vision has been built-out.

The current Airport Master Plan effort began in October 2011 with the selection of a Master Plan Advisory Committee comprised of airport users, tenants, neighbors, government agencies, and interested parties. This Advisory Committee met six times to review and discuss working papers prepared by the Airport Department's consultant firm, Coffman Associates. The Airport held four public information workshops to allow other interested parties to review, comment, and ask questions about the proposed Airport Master Plan.

City Council previously received an update on the Master Plan development on November 20, 2012 regarding the first four working papers of the proposed Master Plan: Inventory, Forecasts, Demand/Capacity, and Facility Requirements. This update concerns the final two working papers: Airport Alternatives, and Concept/Financial Plan.

All of these working papers form the basis of the Airport Master Plan Concept and are available on the Airport Master Plan website (SBA.airportstudy.com).

AIRPORT MASTER PLAN

The overall objectives of the Master Plan are to identify and propose projects to improve airfield safety and to consolidate all commercial aviation activities south of the main runway and all general aviation activities north of the main runway. The recommendations of the Master Plan Concept are divided into three development areas: Airfield Concept, Terminal-Area Concept, and General Aviation Concept. An aerial photograph of the Airport with these three concepts overlaid is included in the Attachment.

Airfield Concept

The airfield concept proposes an extension of Taxiway H to the west from its existing terminus at Taxiway C to the Runway 7 threshold. This would improve safety at the Airport by minimizing the number of runway crossings necessary to use its principle runway. This project would likely have wetland impacts and would require a rezone of a portion of the Goleta Slough Reserve Zone and a Local Coastal Plan amendment.

Other projects would include paved runway/taxiway shoulders, Taxiway B realignment, and the painting of islands where there is large expanse of pavement. All of these projects are intended to increase safety by minimizing the potential for pilot error.

Terminal-Area Concept

The principal proposed change in the vicinity of the airline terminal complex is the replacement of a fixed-base operator (FBO) facility with a long-term parking lot. The intent of the project is to increase passenger convenience by eliminating the need to shuttle passengers to/from Long Term Lot 2 north of Hollister Avenue.

The draft plan also identifies locations for expansion wings on the Airline Terminal. Extension of the Terminal Loop Road and additional short-term parking spaces are also proposed. These projects would be constructed when the Airline Terminal Complex reaches capacity thresholds.

General Aviation Concept

The General Aviation Concept identifies projects between the main runway (Runway 7-25) and Hollister Avenue. The principal proposed change is the reconfiguration of the north-east corner to accommodate two fixed-base operators including the development of in-field areas currently bound by Taxiways B, C, D, and H. This site is proposed to consolidate the two FBO lease areas to the north side of the airfield in order to facilitate the construction of additional long-term parking.

Other projects proposed are the relocation of the Airport Maintenance Yard, additional T-hangars, new aviation-dependent commercial development, and Airport Department managed small-aircraft transient parking. Development in this area would include the demolition of several buildings, including some identified as historic resources.

AIRPORT ALTERNATIVES

The Airport Alternatives working papers considered several alternatives that would address the Airport's anticipated future needs in various configurations. Through the alternatives working papers, staff identified stakeholder preferences for the retention of Runway 15L-33R (the eastern parallel runway), for the development of the FBO sites to not include penetrating roadways, and the extension of Taxiway H. These alternatives will be considered in the Airport Master Plan Environmental Impact Report.

NEXT STEPS

In October, Airport staff will publish a Draft Airport Master Plan for circulation and begin the California Environmental Quality Act (CEQA) analysis. The CEQA review process is expected to take 12 months and will involve hearings before Planning Commission.

ADVISORY COMMISSION REVIEW:

The Airport Master Plan Concept was reviewed by the Airport Master Plan Advisory Committee (June 26), the Airport Commission (July 17), the Historic Landmarks Commission (July 17), the Planning Commission (August 8), and the Goleta City Council (September 16). While comments were generally favorable, members of the Historic Landmarks Commission expressed concern for several hangars proposed for demolition in the Plan.

BUDGET/FINANCIAL INFORMATION:

On September 27, 2011, Council appropriated funds from a Federal Aviation Administration Airport Improvement Grant with local matching share in the amount of \$833,074 for the preparation of the Airport Master Plan. The Plan is being prepared under a Council-approved contract with Coffman Associates.

SUSTAINABILITY IMPACT:

The Airport Master Plan will guide land use at the Santa Barbara Airport consistent with its guiding principles and Plan Santa Barbara. These principles include transportation diversity, sustainability through the wise use of resources, and environmental preservation in the Goleta Slough.

ATTACHMENT: Airport Master Plan Progress Summary

PREPARED BY: Andrew Bermond, AICP, Project Planner

SUBMITTED BY: Karen Ramsdell, Airport Director

APPROVED BY: City Administrator's Office

SANTA BARBARA CITY COUNCIL

September 17, 2013

Progress Summary for the Santa Barbara Airport Master Plan

Project Initiation

- The Santa Barbara Airport (SBA) Master Plan project was initiated in October 2011 and is anticipated to be completed in approximately 24 months.
- The SBA Master Plan is an update of the *Aviation Facilities Plan*, which was completed in March 2003.
- The SBA Master Plan will establish development objectives over the course of a 20-year planning period.

Inventory

- The Project began with an inventory of existing airport facilities including those considered to be airfield facilities (runways, taxiways, etc.), landside facilities (terminal area, general aviation facilities, etc.), and roadway circulation (automobile parking, vicinity roadways), and a discussion of the Airport's vicinity airspace, other nearby airports, and a summary of socioeconomic characteristics of the City and County of Santa Barbara.

Aviation Forecasts

- Forecasts have been prepared to project "reasonable" demands that can be expected to occur over the 20-year planning period. Demand categories include:
 - Passenger enplanements
 - Air cargo (tons)
 - Annual operations (Itinerant and Local)
 - Based aircraft
 - Critical Design Aircraft
- The FAA approved the use of the Master Plan forecasts in April 2013.
- The following is a summary of the forecasts:

Demand/Capacity Analysis and Facility Requirements

- Current airfield capacity was determined to be sufficient to meet long term operational demands. No new

significant capacity improvements are necessary for the foreseeable future.

- An analysis of terminal gate utilization shows that the Airport is currently operating with the optimum number of gates (7).
- Based upon International Air Transport Association (IATA) level of service (LOS) standards and other FAA guidance standards, the current programmed functional area of the passenger terminal building (54,450 square feet) is operating at approximately 65 percent of its capacity. The existing terminal curb frontage (530 linear feet) is sufficient to meet current demand.
- Current automobile parking capacities of Short-Term Lot and Long-Term Lot 1 are insufficient to meet short term demand levels as well as long term demand levels.
- Signature Flight Support automobile parking is insufficient to meet current demand.
- The critical design aircraft for the Airport and Runway 7-25 is a combination of the Gulfstream business jet aircraft, the Embraer 170/190, and the Boeing 737 series of aircraft (ARC C-III/D-II). The resulting design standards conform to ARC D-III design standards.
- The critical design aircraft for the crosswind parallel runways (Runway 15L-33R & 15R-33L) are smaller aircraft such as the King Air 90, which is considered an ARC B-I aircraft.
- Each runway currently meets or exceeds all FAA airfield design standards including those for the Runway Safety Area (RSA) and Object Free Area (OFA).

Recommended Master Plan Concept

- Airfield Concept
 - Recommended airfield projects consist primarily of improvements to the taxiway system to conform with the recent update to the FAA's Airport Design Advisory

Aviation Demand Forecasts

	Base Year (2011)	Short Term	Intermediate Term	Long Term
Annual Enplanements	365,769	440,000	503,400	657,000
Annual Air Cargo (Tons)	2,058	2,600	2,800	3,400
Based GA Aircraft	178	194	206	236
Annual Operations				
Air Carrier	21,442	22,200	22,600	25,000
Air Cargo	430	540	600	700
Other Air Taxi	4,307	4,800	5,200	6,100
GA Itinerant	43,581	45,000	48,300	53,800
GA Local	37,132	39,000	41,300	46,100
Military	1,393	1,450	1,450	1,450
Total Operations	108,285	112,990	119,450	133,150

Circular. These projects will reduce the potential for runway incursions and improve overall operational safety and efficiency.

- Terminal Area Concept
 - Recommended terminal area projects focus on relocating general aviation facilities near the terminal to the north side of the airfield to allow for expanded parking facilities and future additions to the terminal building.
 - Terminal addition of 16,190 square feet to LOS standards for specific functional areas.
 - New surface parking lots to add approximately 1,315 spaces of short term, long term, rental car ready/return, and employee parking.
- North Landside Concept
 - Consolidate general aviation activities by identifying fixed base operator (FBO) development leaseholds as well as new hangars, ramp, aircraft wash rack, and a self-maintenance facility.
 - 46 acres of total FBO leasehold area to accommodate general aviation customer ramp/hangar and helicopter parking needs.
 - Land use recommendations to enhance revenue generation near the flight line.
 - Support facility recommendations include the relocation of the Airport's maintenance yard, which is currently located within a floodway, to a more accessible location that is less prone to flooding.

Capital Financial Plan

- Demand-based development schedule dividing the improvement needs into three planning horizons (short term, intermediate term, long term).
- Short term projects consist primarily of airfield safety improvements. Relocation of general aviation facilities south of the terminal is anticipated in the short term.
- Intermediate term projects focus on expansion of parking capacity near the terminal, a 5,000 square foot terminal addition and the development of the two FBO leaseholds on the north side.
- Long term projects include an 11,200 square foot addition to the terminal, expanded general aviation facilities on the north side, and the paving of Runway 15R-33L shoulders.
- Cost estimates have been prepared for each individual project to account for engineering and other

contingencies. The table below summarizes the overall Master Plan capital needs for the Airport for each planning horizon including Airport Improvement Program (AIP) eligible funds.

Environmental Overview

- Included as an appendix to the SBA Master Plan is an environmental overview, which addresses existing environmental conditions at the Airport and is intended to help identify relevant environmental resources and issues that should be considered during the development of the Master Plan.
- Environmental concerns identified include the Airport's location within a coastal protection zone and floodplain, and how projects would impact the Goleta Slough, which is a tidal wetland located on Airport property, and potential impacts on sensitive species and culturally sensitive and historic sites and facilities.

Public Outreach

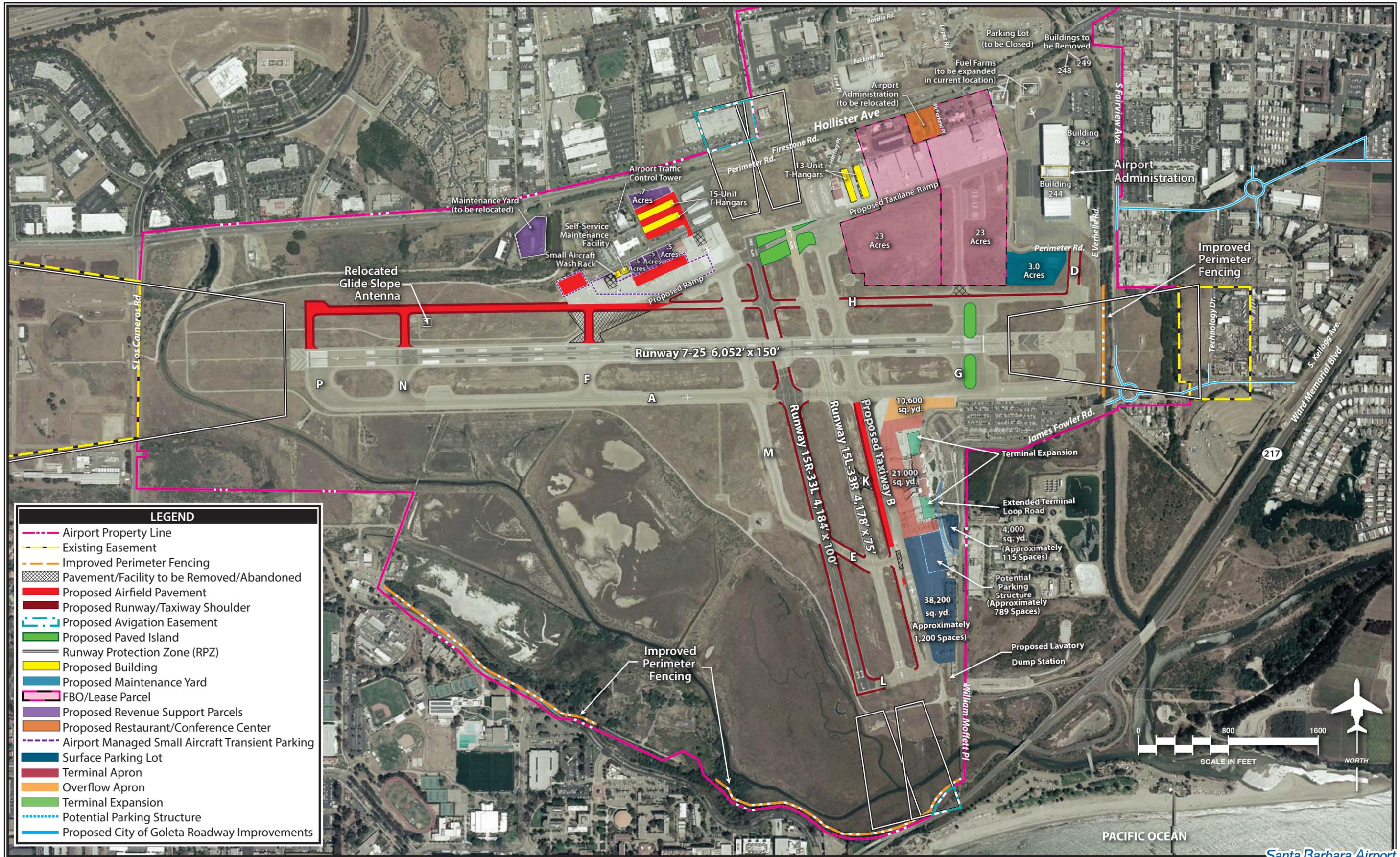
- A Master Plan Advisory Committee was established and is comprised of representatives from various interested organizations as well as individual stakeholders including residents, pilots, Airport users and local, state and federal public agencies. The Advisory Committee has met six times.
- There were four public workshops as part of the Master Plan. The workshops were open house format so that people can drop by anytime during the workshop.
- A project initiation brochure was distributed to Advisory Committee members, at the public workshops and to interested parties. The brochure explains what an airport Master Plan is and how the process will be conducted.
- A project website was developed and each working paper (draft chapter) as well as public meeting notices was posted on the website which is linked to the Airport's website: FlySBA.com.
- Newspaper ads were placed as notification prior to each public meeting.
- Press releases were distributed to the media prior to each public meeting; media coverage was very good.
- There has been very good attendance and participation at each public meeting.
- A project summary brochure will be developed for distribution to interested stakeholders and the general public.

Capital Financial Plan

	AIP Eligible	Local Share	Total Costs
Short Term Program Total	\$26,136,035	\$2,798,338	\$28,934,373
Intermediate Term Program Total	\$16,337,622	\$5,314,603	\$21,652,225
Long Term Program Total	\$18,268,106	\$12,171,261	\$30,439,366
Total Program Costs	\$60,741,763	\$20,284,202	\$81,025,964

Sources: Estimates prepared by Kimley-Horn and Associates.

All costs in current (2013) dollars based upon current federal funding programs.



DRAFT

PACIFIC OCEAN

Santa Barbara Airport

RECOMMENDED DEVELOPMENT CONCEPT OVERVIEW



CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: September 17, 2013

TO: Mayor and Councilmembers

FROM: Administration, Housing & Human Services Division, Community Development Department

SUBJECT: City Arts Advisory Committee And Community Events And Festivals Committee Funding Recommendations And Contract With The Santa Barbara County Arts Commission For Fiscal Year 2014

RECOMMENDATION: That Council:

- A. Review and approve the City of Santa Barbara Arts Advisory Committee and Community Events and Festivals Committee funding recommendations for Fiscal Year 2014; and
- B. Authorize the Assistant City Administrator/Community Development Director to execute an agreement, subject to approval by the City Attorney, with the Santa Barbara County Arts Commission in the amount of \$447,260 as approved in the Fiscal Year 2014 budget.

DISCUSSION:

In the Fiscal Year 2014 budget, Council authorized funds to the Santa Barbara County Arts Commission to provide grants for Community Arts, Organizational Development, Community Events & Festivals, and staffing to the City Arts Advisory Committee, Visual Arts in Public Places and Events & Festivals Committees. The funds support city arts and cultural organizations and community promotion, and continue the development of the Downtown Cultural Arts District and other special projects. Funds also provide technical assistance to artists, arts organizations, and cultural promotion groups. The individual grant categories and recommendations are listed below.

Community Events & Festivals

The Community Events & Festivals Committee met on June 21, 2013, to review applications, interview organization applicants and make recommendations for the Events & Festivals Grant Program. The amount for this program is \$100,000 in Fiscal Year 2014.

A total of \$201,767 was requested by 10 non-profit organizations. Nine of the ten applicants were awarded funding. Groups applying for Community Events & Festivals grants are not eligible to apply for Community Arts or Organizational Development grants.

Organizational Development

The Organizational Development Subcommittee met on June 28, 2013 and reviewed all of the applications submitted to the Organizational Development Grant Program. The subcommittee's recommendations were reviewed and unanimously approved on July 18, 2013 by the City Arts Advisory Committee. The base amount for this program is \$141,763. There was a one-time carry over in the amount of \$1,500 of unused grant funds from the previous year; which makes a total of \$143,263.

A total of \$458,900 was requested by 38 nonprofit organizations. All of the applicants were awarded funding. Groups applying for Organizational Development grants are not eligible to apply for Community Arts or Community Events & Festivals grants.

Community Arts

The Community Arts Subcommittee met on June 19, 2013, and reviewed all applications submitted to the Community Arts Grant Program. The subcommittee's recommendations were reviewed and unanimously approved on July 18, 2013 by the City Arts Advisory Committee. The amount allocated for this program is \$45,549.

A total of \$84,200 was requested by 16 nonprofit organizations. All of the applicants were awarded funding. Groups applying for Community Arts grants are not eligible to apply for Organizational Development or Community Events & Festivals grants.

Special Projects

The Santa Barbara County Arts Commission allocation includes \$23,901 for the following: \$7,901 for the development and promotion of a Downtown Cultural District; \$6,000 for miscellaneous art projects, such as the Annual Arts Symposium, Poet Laureate honorarium, exhibitions in the City Hall Gallery and Jardin de las Granadas; and a \$10,000 City of Santa Barbara contribution to the restoration of the Courthouse Mural.

BUDGET/FINANCIAL INFORMATION:

The City's Fiscal Year 2014 budget appropriated \$447,260 for this contract which includes a total of \$287,312 for grants, \$23,901 for special projects and \$136,047 for coordination and administration of the City Arts programs. There is also \$1,500 of Fiscal Year 2013 unspent grants that have been carried over by the County Arts Commission.

Funding	FY 2014	FY 2013 Carryover	Total
Coordination & Administration of City Arts Programs	\$136,047		\$136,047
Special Projects	\$23,901		\$23,901
Grants (see below for funding by grant category)	\$287,312	\$1,500	\$288,812
Total	\$447,260	\$1,500	\$448,760

The grants are divided among categories as follows:

Grant Categories	FY 2014	FY 2013 Carryover	Total
Community Events and Festival Grants	\$100,000		\$100,000
Organizational Development Grants	\$141,763	\$1,500	\$143,263
Community Arts Grants	\$45,549		\$45,549
Total Grants	\$287,312	\$1,500	\$288,812

Attachments 1, 2 and 3 contain detailed descriptions for each applicant. Attachment 4 is a summary of the recommended funding by grant category. Attachment 5 is a roster for the City Arts Advisory Committee and the Community Events and Festivals Committee.

- ATTACHMENTS:**
1. Community Arts Recommendations
 2. Organizational Development Recommendations
 3. Community Events & Festivals Recommendations
 4. Funding Comparisons for All Three Grants
 5. City Arts Advisory Roster and Community Events & Festivals Committee Roster

PREPARED BY: Sue Gray, Community Development Business Manager
 Ginny Brush, Executive Director of the County Arts Commission

SUBMITTED BY: Paul Casey, Assistant City Administrator/Community Development Director

APPROVED BY: City Administrator's Office

2013-14 Community Arts GRANT RECOMMENDATIONS

Grant #	Organization	Amt. Requested	Amt. Recommended
CA-01	Boys and Girls Club of Santa Barbara	\$6,000	\$3,300
<p>Funds requested are to expand the current Fine Arts Program to include performing and media arts. Dance classes will be included through collaboration with Everybody Dance Now and media classes with support from Media and Digital Design (MADD) Academy at Santa Barbara High School.</p> <p><u>Panel Comments:</u> The panel recognizes the value of the programs and resources of the Boys and Girls Club that serves over 150 students/day from 8am-3pm, and the 15+ students/day in after-school programs serving ages 6-18. Fine Art Director Bill O'Malley is a valued resource in art instruction and community outreach with teachers and visiting artists. The addition of dance, media and performing arts classes will serve to engage more low-income youth.</p>			
CA-02	Children's Creative Project	\$6,000	\$3,000
<p>Since 1984, Children's Creative Project (CCP) has produced the free <i>Arts Catalog</i> that is distributed annually to 300 public and private schools throughout the county. During the 2013-14 academic year, CCP will serve six schools in the SB Elementary School District (reaching approximately 3000 students). Requested grant funds will help subsidize, in part, performances by professional touring artists, many who are from the Santa Barbara region, and will occur at individual school sites, most of which are Title 1 schools. <u>Panel Comments:</u> The panel recognizes the value of CCP programs linked to study guides and engagement of area artists in this program and the connection to Arts Network members. The shared evaluations of touring artists by Arts Network members provide essential feedback to CCP which should support dynamic and effective programming.</p>			
CA-03	Sexy Sandwich Productions [Fishbon]	\$6,000	\$1,849
<p>Funds requested are to support a pop-up, immersive multi-media Funk Zone event titled <i>The Wilde Circus</i> on Halloween night at the intersection of Mason and Helena Streets. Shadow-puppets, projection art, and live music will encourage audience participation. <u>Panel Comments:</u> The review panel recognizes the value of pop-up events that engage area businesses and the community in participatory events. Collaboration with other organizations to expand promotion and volunteer efforts is advised. More detail on plans to promote the event would have strengthened the grant application.</p>			
CA-04	Flamenco Santa Barbara	\$6,000	\$2,500
<p>Flamenco Santa Barbara requested funds to support a project coordinator to manage a variety of programs and services, including free public community performances in schools, senior centers, multi-cultural events targeting under-served audiences. Flamenco SB plans to expand in 2013-14 to include funding for more scholarships and more live shows at diverse venues. <u>Panel comments:</u> The panel commends Flamenco Santa Barbara for expanding scholarships to low-income youth, its participation in <i>1st Thursday</i> and Focus on the Funk Zone. New models for Flamenco Santa Barbara becoming more self-sustaining and off-setting costs of stage rentals are encouraged.</p>			
CA-05	Friends of the Eastside Library	\$ 6,000	\$ 4,000
<p>The Performance Series at the Eastside Branch provides a free monthly children's multicultural performance series at the Eastside Branch Library. Selection of artists is made with the following guidelines in mind: a) showcase a variety of cultures during the year; b) present bilingual programs whenever possible; c) represent a variety of art forms during the year including poetry, storytelling, crafts, dance, instrumental music, song, drama and dance programs; d) hire as many local artists as possible; and</p>			

2013-14 Community Arts GRANT RECOMMENDATIONS

Grant #	Organization	Amt. Requested	Amt. Recommended
<p>e) focus on multicultural programs emphasizing active participation. Performances are offered at various times: mornings, afternoons, and Saturdays to give greater exposure to events.</p> <p><u>Panel Comments:</u> Use of the library as a community resource and of local artists for programs makes this a great community model. This is a stellar community program and a model for others to emulate. The diversity of programming disciplines is commendable.</p>			
CA-06	Friends of VADA	\$6,000	\$2,400
<p>Funding is requested to support the VADA Artist-in-Residence Program during the 2013-14 school year. The project involves engaging six professional artists in very diverse areas of design and painting in an expanded program that includes 1-2 week residencies in the 11th and 12th grade VADA classes. Grant funds will cover artist residency fees. The project will include public presentation of student work at <i>1st Thursdays</i> and inclusion in the annual Spring Show. <u>Panel Comments:</u> The panel applauds VADA for its ability to engage students from a diverse student body and have them gain strong career-building skills for 11th and 12th graders. Exposure to a group of professional regional artists with very diverse styles and careers is a great opportunity for these aspiring artists.</p>			
CA-07	Incredible Children's Network	\$5,000	\$3,000
<p>Funding is requested to support a community outreach coordinator and materials for the Juntos Project, a project to increase access to cultural arts learning in the community by forging ICAN K-6 arts programming with Latino artists to work in tandem with six Title 1 Schools in the 2013-14 school year. The program objectives are to provide active professional development to teachers; applicable curriculum and outreach; and inclusive strategies for serving English Language learners. <u>Panel Comments:</u> The panel recognizes the great success of ICAN in linking arts to curriculum standards in Title 1 schools and the fact that the program reaches more than 600 low-income youth. Proposed artists to be included are of the highest caliber with great experience working with youth.</p>			
CA-08	Inner Light Gospel Choir	\$3,000	\$2,700
<p>In honor of Black History Month, the Inner Light Community Gospel Choir organizes an annual gospel music workshop each February. This workshop provides an opportunity for the greater Santa Barbara community to engage in an intensive, immersive experience in traditional and contemporary gospel music. The workshop runs for 3 days and culminates in a Saturday evening concert performance. For the last 17 years, this annual workshop has been bringing together people of the Santa Barbara community, uniting them in musical celebration regardless of race or creed. <u>Panel Comments:</u> The panel recognizes the commitment and stability of this group and the value of this annual workshop's ability to engage the greater Santa Barbara Community in this unique American art form.</p>			
CA-9	Nebula Dance Lab	\$6,000	\$1,500
<p>Nebula Dance Lab is a project dedicated to providing a forum for professional choreographers to produce new and existing works. The project is 9 months in length and will allow one emerging choreographer in modern dance the opportunity to: create original work in a studio; rehearse with professional dancers; present workshops to the public; perform their works for the community at free-to-the-public performances; and, finally, culminate in a fully produced show at Center Stage Theater October 10-13, 2013. <u>Panel Comments:</u> The panel applauds Nebula Dance Lab for its collaborative model and progress in engaging community support both in-kind and monetary for its program and its online fundraising campaign. Support for emerging regional artists is a valued service to the community.</p>			

2013-14 Community Arts GRANT RECOMMENDATIONS

Grant #	Organization	Amt. Requested	Amt. Recommended
CA-10	PARC-SB Arts Alliance	\$6,000	\$3,500
<p>The PARC Foundation is requesting funds in the amount of \$6,000 to provide funding for artists' salaries and for the purchase of art related materials and supplies to be used by under-served youth through the 2013-14 Santa Barbara Arts Alliance program. The Arts Alliance is a free art-based after-school mentoring program that provides leadership and life skills development opportunities through hands-on community service projects that focus on neighborhood improvement activities. The program curricula include art workshops, field trips, and community service projects including biweekly graffiti abatement along Milpas Street. The program this year will culminate in the creation and installation of up to 3 public murals as part of the youths' ongoing efforts at minimizing and/or eliminating graffiti in public areas.</p> <p><u>Panel Comments:</u> The panel recognizes the valuable contribution of this program that engages more than 60 youth ages 12-18 in our community and provides opportunities for self-expression and collaboration. Expanding partners and collaborating organizations supporting the Arts Alliance program are a sign of its ongoing community engagement and success.</p>			
CA-11	Performing & Visual Arts Camp	\$6,000	\$3,800
<p>The Performing and Visual Arts camp (PVAC) is a summer arts camp designed for underprivileged students ages 8-14 to experience the creative process of musical production, as well as to receive instruction in core curriculum during 2 different summer sessions in June and August. Students will participate in many aspects of production, including music preparation, traditional theatre techniques, dance, set design painting, and creative writing. PVAC's primary goals are: to provide arts education to underserved and underperforming youth who could not otherwise afford it, and to guide students as they develop artistic skills, teamwork skills, and in turn, take pride in themselves and their cultures. <u>Panel Comments:</u> The panel recognizes PVAC as a popular and dynamic program that engages youth as well as their families. This program provides a much needed resource to underserved youth in the City, particularly during the summer.</p>			
CA-12	Pride Foundation Festival	\$4,000	\$2,200
<p>Pacific Pride is requesting funding to support the costs of artists and entertainers for the 2014 Pacific Pride Festival. There will be a series of events and activities leading up to the Festival itself. The importance of a Pride Festival to the local lesbian, gay, bisexual, and transgender (LGBT) community is significant both socially and culturally. It is often the only time the LGBT community gathers in large numbers, in a family-friendly atmosphere to enjoy the Beach and element of the arts – drag artists, bands, comedians, dancers, etc. For 2013 the headliners are Expose and Latrice Royale. <u>Panel Comments:</u> The panel recognizes PPF's continuing efforts to expand promotion of this event in very cost-effective ways and its outreach to the greater community.</p>			
CA-13	Santa Barbara Co. Park Foundation	\$3,400	\$3,400
<p>This grant request is to assist the Park Foundation in providing free family summer outdoor movies in the SB County Courthouse Sunken Gardens in July and August. A very diverse audience of more than 1000 people for each film attends this popular movie series. Grant funds will offset costs for the picture show vendor, publicity and other costs associated with producing this event. The summer movie series started in 2008 and through donations and grants, the Foundation strives to continue to offer this free family friendly event. The 2013 season is Alfred Hitchcock Nights. <u>Panel Comments:</u> The panel recognizes the success and value of a free family-friendly cultural activity in the summer in this iconic setting.</p>			

2013-14 Community Arts GRANT RECOMMENDATIONS

Grant #	Organization	Amt. Requested	Amt. Recommended
CA-14	Santa Barbara Vocal Jazz Foundation	\$2,800	\$2,800
<p>The Santa Barbara Vocal Jazz Foundation (SBVJF) requests funds to support the cost of one SBVJF Vocal Jazz Workshop in 2013-14. The grant request amount of \$2,800 will fund one Title-1 Santa Barbara elementary school. The SBVJF Vocal Jazz School Workshop will be scheduled during the regular school day. The program is free to students and will be administered to 6th grade students. <u>Panel Comments:</u> The panel recognizes the success of this program and the value of art instruction that takes place during the school day. The panel commends SBVJP for its continuing effort to build support for the program. The partnership with the Lobero Foundation to reduce overhead and link to its shared interest in presenting Jazz is a good strategy in becoming more visible and more self-sustaining.</p>			
CA- 15	Sarah House/Betsy Gallery Mosaic	\$6,000	\$2,200
<p>Mosaic artist, Betsy Gallery, will work with Sarah House residents, staff and families to create a 3 x 10 foot mosaic mural to be installed at Sarah House. The artist will work with staff and family members in memorializing loved one's with mementos included in resin tiles to be incorporated into the mosaic. Funds will cover artist fees and materials costs. <u>Panel Comments:</u> The committee recognizes the value of this project in unifying residents, family and staff through engagement in the mosaic mural project with an artist trained in art therapy. The permanent installation of the mural will honor and serve as a legacy for those served by Sarah House.</p>			
CA-16	VIVA EL ARTE!	\$6,000	\$3,400
<p>Arts & Lectures and its community partners created the award-winning ¡Viva el Arte de Santa Barbara! community arts program in 2005. The program engages low-income, Spanish-speaking youth and multi-generational families through free family night public performances and extended residencies that include in-school assemblies, community workshops, and lectures/demonstrations all at no cost. For the 2013 season of ¡Viva el Arte de Santa Barbara!, the program will present five artist ensembles in residence to three distinct communities including Santa Barbara's Eastside. Funds requested are to support artist fees for outreach and programming at the Marjorie Luke. <u>Panel Comments:</u> The committee recognizes this stellar program that provides family-oriented programming and opportunities for youth to interact with professional musicians through the program's Master-Classes in classrooms and community centers.</p>			
		Amt. Requested	Amt. Recommended
		\$84,200	\$45,549

2013– 2014 ORGANIZATIONAL DEVELOPMENT GRANT RECOMMENDATIONS

Grant #	Organization	Amt. Requested	Amt. Recommended
OD-01	American Dance & Music	\$10,000	\$3,000
<p>Funds requested are to support the 4th production of Dance: Up Close and Cultural an expanded component of AD&M's (formerly Santa Barbara Ballet) programming that provides seniors and families with young children the opportunity to attend informal & interactive dance performances at no charge. Plans to include students from Moving to Learn and increased new venues are all part of a long-term goal to develop a broaden audience for ticketed, in-theatre performances to include more diverse populations. <u>Panel Comments:</u> The panel recognizes the Dance: Up Close and Personal event as a good strategy in broadening exposure to a variety of dance experiences and increasing engagement while showcasing the work of regional dancers. Linking youth from Moving to Learn to the program should serve this goal.</p>			
OD-02	Architectural Foundation of SB	\$18,000	\$2,500
<p>Architectural Foundation of SB seeks to maintain and expand its current programs, partnerships and projects. Continuing its commitment to serve under-represented youth at no charge, AFSB is in need of additional support. All programs rely upon the generosity of members and volunteers to keep them active and viable. AFSB is seeking additional staff support to increase promotion of the educational outreach programs and expand the donor base to ensure continued success. <u>Panel Comments:</u> The panel commends the Architectural Foundation on its dedication to continued quality programs, expanding your volunteer base and its links to strategic community resources. The Built Environment Education Program (BEEP) for 5th and 6th graders and other staff efforts to expand educational and bilingual programming to engage more diverse audiences is commendable.</p>			
OD-03	Arts for Humanity!	\$10,000	\$4,000
<p>Requested funds are needed to keep pace with the growth and quality of Arts for Humanity's programs and production of training manuals, instructional and marketing videos, online presence, community and program outreach and monitoring and oversight of program activities. Strategic use of OD funds would promote ongoing measures of growth, continued quality of programming, and increase community awareness and engagement. <u>Panel Comments:</u> The panel applauds Arts for Humanity for continuing to provide valued programming and events to a variety of underserved individuals and groups and expanding offerings from 8 sites to 10 sites. The panel commends AH! for its continuing successes in continuing to engage UCSB student interns and strengthening community partnerships with groups such as the Boys & Girls Club, Housing Authority, Alpha Resource Center, and PAL Twelve 35.</p>			
OD-04	Arts Mentorship Program	\$ 12,000	\$2,500
<p>The Arts Mentorship Program (AMP) was established in 2001 for the purpose of providing training, education and mentorship to young visual and performing artists in Santa Barbara and the surrounding community. AMP's funding request is to support additional staff time to facilitate expanded growth in its 3 distinct programs: Rent Subsidy, Scholarship/Mentorship, and Student Dance Companies. <u>Panel Comment:</u> The panel recognizes the valued services provided by AMP to under-served and talented youth particularly for after-school and weekend programs. AMP's new location within walking distance of schools and neighborhood should serve to increase youth and community engagement.</p>			
OD-05	Atkinson Gallery, Foundation for SBCC	\$15,000	\$2,500
<p>Due to a change of the Gallery Director, gallery renovation, and interruption in all print mailers, the Atkinson Gallery has lost contact with its past donors and its visibility in the community.</p>			

2013– 2014 ORGANIZATIONAL DEVELOPMENT GRANT RECOMMENDATIONS

Grant #	Organization	Amt. Requested	Amt. Recommended
	<p>Funds are requested to hire a consultant to develop and promote a sustainable social media plan, develop a method for tracking visitors and audience participation at the gallery, and outreach to past visitors and patrons. <u>Panel Comments:</u> The panel recognizes the challenges of location and staff changes and supports plans to develop and promote a sustainable media plan, and expanded Facebook outreach to reconnect with the community and arts patrons. More information and details on the consultant’s interface and participation with staff in implementing new policies (to make them self-sustaining) would have strengthened the grant request.</p>		
OD-06	BOXTALES Theatre Co.	\$10,000	\$5,000
	<p>Boxtales Theatre Company requested \$10,000 for general operating support to be used to support the salaries of the Executive Artistic Director and Managing Director—two key positions in allowing Boxtales to serve 10,000 children each year. <u>Panel Comments:</u> The panel applauds Boxtales for its innovative and unique productions that promote theatrical appreciation for all ages while fostering greater cross-cultural understanding. Boxtales is to be commended for expanding the reach outside the community. This was a very succinct and well-written grant.</p>		
OD-07	Community Arts and Music Association (CAMA)	\$18,000	\$2,000
	<p>Funds will be used to support the promotional activities supporting the drive for season subscriptions for our 2014-15 International Concert Series at the Granada and Lobero Theatres and expand subscriber base. The subscription/promotion drive will begin in April 2014 at the end of the 2013/14 Season and will be completed by August 31, 2014. <u>Panel Comments:</u> The panel applauds CAMA for its continued support of music education in schools and to life-long learners; and its efforts to expand its outreach to younger audiences by making affordable tickets and information available through social networking, Facebook and an updated website. The panel strongly suggests exploring alternatives to promoting through direct mail pieces as a way to engage more youth, and attract more diverse underserved communities.</p>		
OD-08	Camerata Pacifica	\$4,500	\$3,500
	<p>Funds requested are for program support for Camerata Pacifica’s monthly Lunchtime concerts at Hahn Hall. This lower-cost series that features Camerata Pacifica’s principal musicians serve local seniors but also music students who can purchase \$10 tickets, and groups like SB Music Lovers who promote programs among their membership. <u>Panel Comments:</u> The panel applauds Camerata Pacifica for expanding the reach of its programming and making stellar concerts available and affordable to music lovers of all ages. A Downtown venue for this same type of program would be a great addition to the Historic Cultural Arts District.</p>		
OD-09	Center Stage Theater	\$10,000	\$6,000
	<p>Center Stage requests \$10,000 to support the venue subsidy fund and offset general operating overhead expenses as well as the salaries of the theater’s administrative and technical staff. The Rental Subsidy Fund specifically supports new producers, producers presenting new works, or productions that serve new and alternative audiences. <u>Panel Comments:</u> The panel recognizes Center Stage as a valued resource for regional performing arts groups and its commitment to keep ticket prices affordable. Funding is awarded</p>		

2013– 2014 ORGANIZATIONAL DEVELOPMENT GRANT RECOMMENDATIONS

Grant #	Organization	Amt. Requested	Amt. Recommended
	to support general operating costs and specifically Center Stage’s support to community groups through its rent subsidy program.		
OD-10	City at Peace- Santa Barbara	\$10,000	\$6,500
	After 18 years of changing teens’ lives, City at Peace is evolving, in order to respond to shifting funding conditions and better respond to shifting lifestyles and interests of teens today. The plan is to expand from one production each year to multiple shorter performance pieces to be showcased in City Parks and Recreation venues. Changes will increase opportunities for teens to work with special artists with backgrounds in theatre, mixed and multi-media and photography giving them tools to express themselves and create art commentaries on their lives and their neighborhoods. <u>Panel Comments:</u> The panel applauds City at Peace for the ongoing success of this significant youth program that serves at-risk youth and provides valuable tools for self-expression, empowerment, mediation and conflict resolution. The new model for greater community connection and engagement is a good strategy to fit with increased engagement of youth in ever-evolving media, social networking resources and tools.		
OD-11	DramaDogs	\$9,000	\$3,000
	DramaDogs requests funds to be used to expand on the marketing/PR and outreach campaign successes of last year through continued financial support for an intern position--- freeing up the creative director(s) to develop and produce quality performances in traditional theatre venues. <u>Panel Comments:</u> The panel recognizes the value of freeing up creatives from the tasks of PR and Outreach in order to create new workshops and productions. The panel commends DramaDogs on its commitment to affordable workshop fees and “Pay What You Can” performances to attract and engage more students and those with limited income.		
OD-12	Ensemble Theatre Co.	\$18,000	\$5,500
	The Ensemble Theatre Company requests funding to support expanded marketing efforts and education initiatives in its maiden season at The New Vic and capitalize on increased awareness of the new state-of-the-art theatre in the Cultural Arts District. <u>Panel Comments:</u> The panel commends Ensemble Theatre for its outreach program and partnership with the Conference and Visitors Bureau, Chamber of Commerce, Downtown Organization in expanding the reach of marketing to Ventura, SLO County and Los Angeles. The concentrated two-week long festival of events targeting new and diverse audiences is a good strategy.		
OD-13	Everybody Dance Now	\$12,000	\$4,500
	Funds requested are to help support a full-time executive director position (EDN Founder Jackie Rotman) to support local chapter leaders and oversee improvements in curriculum development, teacher training and measurement/evaluation methods. Funds will also offset the costs of salaries for the Education Director and Fundraising consultant. <u>Panel Comments:</u> This is a stellar program that continues to expand through strategic alliances and partnerships that provide extraordinary opportunities for under-served youth to experience self-expression through dance with instruction by peers. Hiring a full-time Executive Director at this point in the organization’s history makes good sense.		
OD-14	Explore Ecology	\$18,000	\$5,500
	Explore Ecology, formerly Art From Scrap is seeking funding to help support a number of initiatives including continued rebranding of the ReUse store and community art programs, support for guest artist stipends, and development of a 5-year strategic plan. Web Marketing Therapy is helping with audience		

2013– 2014 ORGANIZATIONAL DEVELOPMENT GRANT RECOMMENDATIONS

Grant #	Organization	Amt. Requested	Amt. Recommended
	outreach and rebranding of Art from Scrap as Explore Ecology. <u>Panel Comments:</u> The panel recognizes Explore Ecology as a valued community resource with excellent multi-cultural creative educational programs and a broad outreach to the community through a wide variety of partnerships. Attention to rebranding of Art From Scrap is essential and must be effective to remain connected to decades of supporters.		
OD-15	Flamenco Arts Festival	\$6,500	\$3,000
	Funds are requested to hire a consultant to help generate new revenue sources to create more financial stability for the organization and to help define strategies for engaging more diverse sectors of the community. <u>Panel Comments:</u> The panel recognizes the need for the organization to achieve greater financial stability and financial/donor support for this annual event. A consultant that can develop a plan for new funding generation and expansion of the Board of Directors to include individuals with links to funders and the community is a good step forward. Increasing community awareness and examining current public perceptions should be part of that process.		
OD-16	Future Traditions Foundation	\$6,200	\$2,500
	Funds are requested to assist in developing a sustainable organizational structure and build on the progress made last season. Future Tradition’s long-range goal is to establish a Santa Barbara community arts resource center. <u>Panel Comments:</u> The panel commends Future Traditions Foundation for its growing number of successful collaborations and the efficiency of its operation and use of online media. Strategies for community outreach are very thoughtful and should produce great results. Budget figures in the grant related to staff salaries were confusing and greater specificity of how funds will be used was needed.		
OD-17	Genesis West	\$9,000	\$4,000
	Thanks to past support from City arts grants, the adventure into pop-up theatre began a long-term evolution of the entire experience of the Genesis West theatergoer. This year Genesis West intends to introduce Santa Barbara audiences to “immersion theatre” offering 2 production “Wrecks” by Neil La Bute (October) and Extraordinary Wonders: The Davenport Brothers, or a collaborative original play to premiere in spring of 2014. Funds are requested for general operating expenses to support administration, marketing and presenting costs. <u>Panel comments:</u> The panel commends Genesis West for its fresh and innovative approaches to engaging new and diverse audiences in more participatory and viral ways.		
OD-18	Lit Moon Theatre Company	\$ 18,000	\$6,000
	Funds from the Organizational Development grant will help subsidize Lit Moon’s 2013-14 “Year of Cheknov” which will feature small and large productions. The project will use artists from Lit Moon Theatre, Bitola (Macedonia) National Theatre, Marjanisvhill State Drama Theatre, Tbilisi, Georgia. Westmont College, and other local professionals. Funds will be used to defray artistic costs for local professionals. <u>Panel Comments:</u> The panel recognizes the significant contributions of Lit Moon over the last twenty years in presenting innovative international theatre and commends efforts to reach underserved audiences through special low and no-cost performances.		
OD-19	Ganna Walska Lotusland	\$10,000	\$2,500
	Funds requested are to support a portion of the salary for a 2013-14 Community Outreach Coordinator dedicated to Lotusland’s emerging art program. Following on the great success of the “Swarm” exhibit at		

2013– 2014 ORGANIZATIONAL DEVELOPMENT GRANT RECOMMENDATIONS

Grant #	Organization	Amt. Requested	Amt. Recommended
	<p>Lotusland, an exhibition entitled “Flock” is planned for Spring 2014 with Nancy Gifford serving as guest curator. <u>Panel Comments:</u> The panel commends Lotusland on last year’s success in engaging the Santa Barbara community through the successful promotion and outreach for the Swarm exhibition and integrating art experiences into the Garden. Funding to support an Outreach Coordinator should help guarantee the success of the Flock exhibition in the spring.</p>		
OD-20	Marjorie Luke Theatre	\$14,400	\$5,500
	<p>Requested grant funds are to support approximately 30% of the General Manager’s salary. This support is key to the successful operation of the Theatre and its direct service to over 150 arts and education groups that use the Luke, and 3,100 SBJHS students and its faculty. <u>Panel Comments:</u> The Marjorie Luke Theatre and its rent subsidy program continue to be an invaluable asset to the community in general and to under-served audiences in particular. Staff expertise and technical support is a highly valued resource, particularly with smaller organizations and presenting groups.</p>		
OD-21	Music Academy of the West	\$18,000	\$1,500
	<p>The Academy strives to be a year-round cultural treasure for Santa Barbara by creating, presenting, and nurturing outstanding classical music. Through its annual Summer Festival, its Met: Live in HD broadcasts in Hahn Hall and at the Arlington, and partnerships with local organizations and music teachers, the Academy contributes in many ways to Santa Barbara’s cultural landscape. To make this possible each year, MAW must raise \$3.4 million in contributed income. These funds are critical to offsetting our programmatic expenses, as well as our marketing, publicity, and administrative operating costs. A general operating grant from the Arts Commission will provide vital funding towards this effort. <u>Panel Comments:</u> The panel recognizes the Music Academy of the West’s vital contributions to Santa Barbara’s cultural landscape and applauds MAW’s outreach efforts to the community. The panel recommends that future grant requests be devoted to support underwriting for a specific series of outreach programs or events.</p>		
OD-22	Notes for Notes	\$14,000	\$4,500
	<p>Notes for Notes requests Organizational Development funding to increase staffing with a dedicated outreach/development team member. The position should serve to increase participation and volunteer outreach (tracked through membership cloud software) enhanced community engagement networking opportunities; and increased fundraising through private/corporate donations and foundation grants. <u>Panel Comments:</u> Notes for Notes’ programs at the Boys and Girls Club in Santa Barbara and now Carpinteria and Ventura and its out-of-state programs have become stellar models for engaging underserved youth and engaging private and business support for this program. Additional staff support to address significant growth of Notes for Notes and its programming is an excellent use of Organizational Development funds.</p>		
OD-23	Outrageous Film Festival	\$4,000	\$3,000
	<p>The 2013 Outrageous Film Festival will be held November 7, 2013 at the Multicultural Center at UCSB and November 8-10 at the Metro Four Theatre. Due to the economy and its negative effect on our audience size over the last three years, the focus for the 2013 festival is to begin to rebuild audiences. Because the target audience (LGBT people) is so underserved, Outrageous Film Festival believes deeply in the importance of the festival in serving the community in the arts arena. Funds will be used for</p>		

2013– 2014 ORGANIZATIONAL DEVELOPMENT GRANT RECOMMENDATIONS

Grant #	Organization	Amt. Requested	Amt. Recommended
	marketing, program costs, and film rental. <u>Panel Comments:</u> The panel applauds this organization for its efficiency, marketing strategy and engagement of community volunteers in support of this program that reaches underserved audiences. Increased outreach efforts to partner organizations to reach more diverse audiences is a good strategy.		
OD-24	Out of the Box Theatre Company	\$10,000	\$3,000
	Grant funding is requested by Out of the Box Theatre Company to help cover operational costs, advertising, and stipends for its 5th season. This year OOTB plans to produce 3 shows instead of 2. <u>Panel Comments:</u> The panel applauds Out of the Box Theatre for its student rush ticket program, grass roots support, audition workshop and for being a very efficient and collaborative member of the arts community. Receipt of two Indy awards is a testament to the work you are doing in the performing arts community and engaging new more diverse audiences.		
OD-25	Santa Barbara Center/Performing Arts	\$18,000	\$2,000
	The Granada Theatre is home to eight world-class arts organizations. To help assure their ongoing vitality, SBCPA supports these resident companies at a level of slightly less than \$1,000,000 per year through facility rental subsidies and pro bono advertising. Currently, ticket sales and other earned income cover only half of the SBCPA's budget. Grant funding would help support this program. <u>Panel Comments:</u> The Panel commends Santa Barbara Center for the Performing Arts for its commitment to support resident companies through rent subsidies and pro bono advertising. The panel recognizes the significant benefit to resident companies that are able to perform in The Granada's state-of-the-art venue and leverage its expanded marketing reach in and beyond Santa Barbara.		
OD-26	SB Children's Chorus	\$18,000	\$3,500
	The SB Children's Chorus program delivers Glee Club kits to schools and brings together students from participating elementary schools into a group performance that takes place in April each year. Funds are requested to expand after-school/on-campus programs for The All Schools Chorus, to public and private schools in Santa Barbara, Carpinteria and Goleta. <u>Panel Comments:</u> The panel applauds SB Children's Chorus on the extraordinary development of this program over the last several years. The scalability of the kit approach to schools is a great model. Funds from this grant must support only those activities, events and programs that take place in the City of Santa Barbara.		
OD-27	S.B. Choral Society	\$7,000	\$2,500
	In order to grow and reach wider audiences, and become self-sustaining the Santa Barbara Choral Society needs a stable, effective administrative foundation. Requested grant funds would be used to retain a consultant to formulate and implement a multi-year fund development plan, provide a day-long basic fund raising seminar for the Board members, and train certain Choral Society members in the use of proven fund raising techniques. <u>Panel Comments:</u> Engaging a consultant to work with the Board, changing venue for performances to the Lobero Theatre, and partnering with other organizations such as the Children's Choir and other church choirs are all good strategies for engaging more diverse audiences and becoming more self-sustaining.		

2013– 2014 ORGANIZATIONAL DEVELOPMENT GRANT RECOMMENDATIONS

Grant #	Organization	Amt. Requested	Amt. Recommended
OD-28	Santa Barbara Dance Alliance	\$17,300	\$4,300
<p>Funds requested are to support three distinct efforts to strengthen SB Dance Alliance. They are 1.) Contract with a designer to update website and database to provide greater connections to their audiences; 2.) Produce three community classes in partnership with Rock Shop Academy; and 3.) Hire an event coordinator to produce a “Dance ‘til you drop Marathon.” <u>Panel Comments:</u> The panel recognizes the role the Dance Alliance plays in unifying and connecting the dance community. Strategies to improve interactivity of website and database update, while collaborating to produce new community events should yield new audiences and supporters.</p>			
OD-29	S.B. Dance Institute	\$18,000	\$6,000
<p>Santa Barbara Dance Institute(SBDI) requests OD funds to build upon the successes of its growing programs and partnerships and properly sustain the growth achieved, by increasing staff capacity. Funds will be used to support key staff positions needed to continue to carry out its mission, and meet the demands of adding 6 new schools through a partnership with AOK. These include expanding the Program and Event Coordinator position to full-time, hiring a part-time Director of Operations, and increasing the number of dance instructors. <u>Panel Comments:</u> This is a stellar program with a defined vision, strong leadership and the proven ability to garner increased community support. Programs reach hundreds of very diverse and underserved youth with programs that promote self-esteem and cross-cultural understanding.</p>			
OD-30	S.B. Education Foundation	\$5,000	\$2,750
<p>The SB Education Foundation requests \$5000 in Organizational Development funds to be used to continue funding the development program that includes grant writing, direct mail appeal, and solicitation of individuals, major donors, businesses, corporations, service clubs and foundations. SBEF actively raises funds to purchase instruments for four jr. high music programs, hires eight art instructors for Incredible Children’s Network (ICAN) Title 1 schools. <u>Panel Comments:</u> The panel recognizes the importance of music and expansion of the music enrichment programs in the schools and acknowledges SBEF for its continuing efforts to strengthen partnerships in the community. Funding is awarded to help support a grant writer/development position to pursue private and foundation support for this valued program.</p>			
OD-31	Santa Barbara Foundation (KDB)	\$12,000	\$4,500
<p>KDB (93.7FM and KDB.com) is the County’s only local classical music radio station. The primary purpose is to enrich the lives of those who listen and to be a vital link between the arts and its audience to create a more vibrant community. Grant funds are requested for artistic wages and salaries to expand current programming and add new more diverse programming. <u>Panel Comments:</u> The panel recognizes the value of KDB to provide a digital archive of Santa Barbara based performances and interviews and commends KDB for its expanded cultural programming in the last year. Live local broadcasts and online streaming provide a vehicle for expanding the reach of Santa Barbara artists beyond the community.</p>			
OD-32	Santa Barbara Maritime Museum	\$5,000	\$4,000
<p>Requested Organizational Development Grant funds will help support the Santa Barbara Maritime Museum’s audio-visual recordings of its monthly lecture series. The Museum’s short-term goals are to continue to offer one unique lecture per month, and to film each presentation. Its long-term goals are to</p>			

2013– 2014 ORGANIZATIONAL DEVELOPMENT GRANT RECOMMENDATIONS

Grant #	Organization	Amt. Requested	Amt. Recommended
	make lecture recordings available online to the public, to expand collaborative efforts with other organizations, and to better market this program in order to increase attendance. <u>Panel Comments:</u> The panel commends the Maritime Museum’s efforts to provide historically and culturally relevant content to the community through lectures, films and other activities. The value of having these lectures in an archive and accessible online will serve as a great resource for the community and to those outside the community with an interest in the sea and maritime culture. Planned efforts to outreach and collaborate with other organizations to increase attendance and participation is a great strategy.		
OD-33	S.B. Master Chorale	\$4,000	\$1,213
	SB Master Chorale requests grant funds to be used to print additional color brochures to solicit sponsorships and donor funds; and to increase print and advertising on KDB and offset the cost for audition ads; and provide modest support for scholarships for college students and other singers of limited means. <u>Panel Comments:</u> The panel recognizes the value of the work of this organization and encourages increased collaboration with other voice- and classical-based organizations and development of more innovative and effective outreach strategies.		
OD-34	S.B. Symphony	\$17,000	\$3,000
	Funds are requested to support the Santa Barbara Symphony in implementing strategic audience and donor cultivation methods in order to grow earned and contributed income. The Symphony intends to implement strategies in the areas of audience and fund development that will increase contributed and earned income over time, diversify donations, with specific intent to bring in more money from mid-pyramid donors. The Symphony is shifting its strategy in 2013-14 to organizing small, private in-home events that more closely cultivate our existing patron base to grow them further as donors and advocates. <u>Panel Comments:</u> The panel commends The Symphony in its focus on ensuring financial sustainability and exploring new avenues for support and audience development. The strategy of organizing small, more intimate, engaging events is an excellent way to reach new donors and strengthen the commitment of current donors.		
OD-35	Speaking of Stories	\$10,000	\$4,750
	Requested Organizational Development funds will support Word Up workshops, administrative and artistic staff salaries and an increase in the overall marketing efforts working closely with KDB and the Santa Barbara Independent. Speaking of Stories plans to increase audiences for its Off-Season through interesting new programming such as combining stories with Opera musical performances. <u>Panel Comments:</u> The committee applauds Speaking of Stories for its successful WORD UP program and commitment to making affordable tickets available to students. The strategic partnership with Center Stage Theater to share resources, office space and staff is very efficient and commendable.		
OD-36	State Street Ballet	\$18,000	\$4,750
	Funds requested by State Street Ballet will be used to support seasonal programming for the 2013-14. Major productions include Taming of the Shrew, Nutcracker, Snow White, and Carmen as well as smaller, more accessible intimate performances at the Gail Towbes Center for Dance. The studio series will include new work by company choreographers, outreach for students coming to the studio, and provide an intimate and engaging audience experience. <u>Panel Comments:</u> The panel recognizes State Street Ballet for its legacy of excellence in dance performance and instruction and its innovative		

2013– 2014 ORGANIZATIONAL DEVELOPMENT GRANT RECOMMENDATIONS

Grant #	Organization	Amt. Requested	Amt. Recommended
	collaborations with other presenters at the Granada Center for the Performing Arts including the Santa Barbara Symphony, Choral Society and Opera Santa Barbara. The Studio Series provides a great way for audiences of all ages to learn all aspects of ballet in a more intimate setting.		
OD-37	Teen Star	\$18,000	\$4,000
	Organizational Development funds are requested by Teen Star to help support and offset the administrative costs of a Financial Accounting/Grant Administrator and Publicist, Social Media Producer, and Community Outreach Coordinators for the 2013-14 Teen Star program at The Granada. <u>Panel Comments:</u> The panel applauds Teen Star for its efficient and effective use of collaboration, and social media in reaching and engaging youth and showcasing their talents in a very professional production at The Granada. The professional support provided during the auditions and in preparation for the final competition is exceptional and an extraordinary resource for aspiring talented youth.		
OD-38	Youth Interactive	\$7,000	\$ 4,500
	Requested grant funds will allow Youth Interactive Santa Barbara to launch an exciting new youth Arts & Entrepreneurship program for Santa Barbara. The goal is to open opportunities to under-served youth from the heart of the Funk Zone. Bringing together youth and local artists to develop the artistic potential of youth, launching their creative voice and developing business acumen, by selling their creations in our Funk Zone shop and keeping the profits. <u>Panel Comments:</u> The panel applauds Youth Interactive for its successful partnerships in providing diverse and meaningful programming and creative opportunities for at-risk youth from Santa Barbara's East and Westside. Youth Interactive is becoming a significant creative hub in the developing Funk Zone neighborhood.		
		Amt. Requested	Amt. Recommended
		\$458,900	\$ 143,263

2013– 2014 Events & Festivals GRANT RECOMMENDATIONS

Grant #	Organization	Amt. Requested	Amt. Recommended
EF-01	American Choral Directors Association	\$17,500	\$ 7,000
<p>Funding requested is for marketing of the Golden Anniversary Conference of the American Choral Directors Western Division (members from California, Nevada, Utah, Arizona, and Hawaii) to be held in Santa Barbara February 19-22, 2014. Funds will be used to help hire a professional local promotional specialist with strong ties to the vocal community to coordinate with all venues, concentrate on community engagement, and build audiences for Conference performances. <u>Panel Comments:</u> The committee applauds the ACDA for their efforts in bringing this event and its cultural offerings to Santa Barbara and partnering with the Conference & Visitors Bureau and Downtown Organization in arranging for visitor accommodations, and transportation services to the Cultural Arts District for attendees.</p>			
EF-02	Coalition for Sustainable Transportation COAST Santa Barbara Open Streets	\$17,267	\$15,000
<p>Funding is requested for marketing of a new event, Santa Barbara Open Streets, to take place November 2, 2013 along Cabrillo Blvd. from the Bird Refuge to the Funk Zone. The event route will feature local businesses and attractions while providing an environment for community interaction and improve public health for people of all cultures, incomes and physical abilities. Open Streets initiatives are growing throughout the nation. The event will be promoted at Open Streets in Santa Cruz and at CicLAVia in Los Angeles prior to the Nov. 2 event. Twenty-thousand participants are anticipated. <u>Panel Comments:</u> The committee recognizes this growing trend and commends COAST for its strategic outreach to CicLAVia events in Los Angeles and to Amtrak and Metrolink to attract participants and outreach to local businesses and its partnership with the lodging association in creating packages for two-night stays.</p>			
EF-03	Lobero Theatre Foundation Lobero Live!	\$33,500	\$16,000
<p>Funding is requested for marketing the <i>Lobero Live</i> series that attracts diverse audiences from all age groups. Programming is designed to complement, not compete with other presentors in town. Lobero's multiple small series with world-class performers are well publicized and serve both visitors and residents. Funding is requested for marketing, publicity and artist fees. This year's season will begin in December rather than September due to theatre renovations. <u>Panel Comments:</u> The committee commends The Lobero for its continued efforts to expand audiences outside the area through Twitter, Facebook and artist's fan bases; and for being opportunistic and flexible in booking acts touring on the West Coast. Planned website revisions and the addition of a mobile version of the site to make it more usable on Smart phones and tablets is a good strategic move. The committee recognizes the outstanding job The Lobero does in gathering valuable audience surveys at each performance.</p>			
EF-04	New Noise Music Foundation	\$30,000	\$16,000
<p>Established in 2009, the New Noise Foundation is a nonprofit organization that hosts the annual <i>New Noise Santa Barbara Music Conference & Festival</i>. The three-day music and digital media extravaganza scheduled on October 17, 18, & 19 showcases emerging and established bands, hosts educational panels on the music industry's hottest topics, presents esteemed experts from all walks of the business, and serves as a place for players big and small to connect and plot the future of sound. Funds will be used to market and promote the 5th Festival. <u>Panel Comments:</u> The committee applauds New Noise Festival organizers for a very successful online presence and the use of diverse media and story angles. Developing partnerships with area hotels and businesses for events and packages, and linking to area musicians and industry professionals is a great benefit. The Festival Kick-Off with Pianos on State Street</p>			

2013– 2014 Events & Festivals GRANT RECOMMENDATIONS

Grant #	Organization	Amt. Requested	Amt. Recommended
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and 1st Thursday downtown as well as the link to Focus on the Funk Zone are excellent models for generating community engagement and excitement for the event.

EF-05	Opera Santa Barbara <i>2013-2015 Mainstage Opera Productions</i>	\$14,500	\$11,000
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Funds provided by the Events & Festivals Grant Program will be used to continue to broaden and expand the audience for Opera Santa Barbara (OSB) with a goal to make Santa Barbara an Opera destination. Marketing efforts will be directed to Ventura and Los Angeles Counties where OSB is seeing increased ticket buyers from those areas. Panel Comments: The committee applauds Opera Santa Barbara for its successes in the last several years in increasing the number of subscribers and capacity at events. Innovative programs such as Opera Lab in local schools and the recent Lip Sync event serve to increase awareness and appreciation for this art form and attract a younger audience of cultural adventurers. Outreach effort to Ventura, Thousand Oaks and Ojai to increase audiences is a great strategy.

EF-06	SB Latino Media Group <i>¡Si Quires saber pregunta. If you want to know ask!</i>	\$20,000	\$-0-
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¡Si Quires Saber Pregunta is a 3-part annual conference in Spanish covering three main topics: 1.) Media and Entertainment; 2.) Finances/Creating Wealth; and, 3.) Health and the Environment with support from Casa de la Raza and the Fund for Santa Barbara. Panel Comments: While the panel recognizes the need for this program for empowering and engaging more Latinos, the grant request is more appropriate for a Community Arts grant or Organizational Development Grant than for an Event & Festivals Grant which are intended to increase tourism and Santa Barbara's cultural footprint.

EF-07	Santa Barbara Revels <i>The Christmas Revels: In Celebration of the Winter Solstice</i>	\$15,000	\$10,000
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Santa Barbara REVELS requests funds to present a full schedule of performances for adults and children to celebrate the holiday tradition and Winter Solstice 2013 scheduled to again coincide with 1st Thursday in December. Grant funds will support marketing and publicity, administrative, artistic, and design/technical salaries and wages. Panel Comments: The committee recognizes Revels' success and continued efforts to expand audiences and community participation through strategic marketing. Scheduling events throughout the year continues to be an effective tool in increasing public awareness for Revels as a lead-up to the Holiday performance. The panel looks forward to this year's theme of traditional English music; Middle Ages focused music that through plot links to the present. The panel recommends marketing to a broader audience using more social media.

EF-08	SB Trust for Historic Preservation <i>Annual Founding Day</i>	\$ 8,000	\$2,000
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Founding Day is a tradition the Santa Barbara Trust for Historic Preservation (SBTHP) celebrates annually with the community, visitors from throughout the State and around the world to honor and celebrate the beginnings of culture and history of Santa Barbara. Grant funds are being requested to assist with marketing and publicity for Founders Day, Saturday, April 26, 2014. Panel Comments: The committee values SBTHP's continuing efforts to link to the State Historical Park website to help promote and advertise Founders Day as an event that reconnects locals to their history and engages cultural tourists and their families. Recent additions to the historical reenactment of living arts activities focusing on early California music, food, archeology, Chumash culture and native plants have added much.

2013– 2014 Events & Festivals GRANT RECOMMENDATIONS

Grant #	Organization	Amt. Requested	Amt. Recommended
EF-09	SUMMERDANCE Santa Barbara <i>DANCEworks Residency</i>	\$6,000	\$5,000
<p>SUMMERDANCE has been presenting nationally recognized choreographers in Santa Barbara since 1996. <i>DANCEworks</i> is a collaboration between SUMMERDANCE Santa Barbara and the Lobero Theatre Foundation. With a history of connections within the Contemporary Dance community this model helps promote Santa Barbara as an international arts destination through its links to national dancers, contemporary dance community, and the opportunity to have the work of exceptional choreographers linked to Santa Barbara. This year’s Artist in Residence is Mark Dendy.</p> <p><u>Panel Comments:</u> <i>DANCEworks</i> continues to expand its reach nationwide through social media, past and present choreographer’s blogs, their fan bases, and in the afterlife of touring the original work created in Santa Barbara. <i>DANCEworks</i> continues to find new ways to engage the community in the process through calls for dancers, open rehearsals, a daily video diary of the process and the final performance.</p>			
EF-10	UCSB Arts & Lectures <i>2013-2014 Season</i>	\$40,000	\$18,000
<p>The ArtAbounds program, a partnership between UCSB Arts & Lectures and the Santa Barbara Dance Alliance, is the premier performing arts collaboration on the Central Coast, attracting thousands of patrons each year from the Central and Southern California communities with outstanding cultural opportunities in downtown Santa Barbara. Grant funds will support artistic salaries, marketing and publicity costs.</p> <p><u>Panel Comments:</u> The committee applauds the high quality and innovative programming as well as strategic marketing and collaborations with area businesses that draw increased locals and visitors to downtown venues. The addition of the American Festival that reaches out and expands to new venues downtown should broaden audiences. The committee recognizes the value of new strategies to leverage artists connections to their fan base, and website optimization for mobile devices to access info and purchase tickets.</p>			
		Amt. Requested	Amt. Recommended
		\$201,767	\$ 100,000

2013 - 2014
Organizational Development Grants

OD #	Organization	REQUEST	Award	2012-2013	2011-2012	2010-2011	Notes
OD-01	American Dance & Music Inc.	10,000	3,000	4,000	3,250	3,000	Formerly Ballet Santa Barbara
OD-02	Architectural Foundation of SB	18,000	2,500	2,500	2,500	2,500	
OD-03	Arts for Humanity!	10,000	4,000	5,000	4,000	4,000	
OD-04	Arts Mentorship Program	12,000	2,500	0	3,000	2,000	
OD-05	Atkinson Gallery	15,000	2,500	0	0	0	New Applicant
OD-06	BOXTALES	10,000	5,000	6,500	7,000	7,000	
OD-07	Community Arts Music Association (CAMA)	18,000	2,000	2,000	3,500	4,200	
OD-08	Camerata Pacifica	4,500	3,500	3,500	3,500	3,500	
OD-09	Center Stage Theater	10,000	6,000	6,000	7,000	7,000	
OD-10	City @Peace	10,000	6,500	6,500	6,500	6,500	
OD-11	Drama Dogs	9,000	3,000	3,263	3,063	NA	
OD-12	Ensemble Theatre Company	18,000	5,500	5,500	7,000	7,000	
OD-13	Everybody Dance Now	12,000	4,500	2,949	3,500	3,500	Funded by CA Grants 2010-2012
OD-14	Explore Ecology	18,000	5,500	6,000	7,000	7,000	Formerly Art From Scrap
OD-15	Flamenco Arts	6,500	3,000	3,500	4,500	6,500	
OD-16	Future Traditions Foundation	6,200	2,500	2,750			
OD-17	Genesis West	9,000	4,000	5,000	5,000	3,000	
OD-18	Lit Moon Theatre Company	18,000	6,000	6,000	6,000	6,000	
OD-19	Ganna Walska Lotusland	10,000	2,500				New Applicant
OD-20	Marjorie Luke Theatre	14,400	5,500	5,500	6,500	6,500	
OD-21	Music Academy of the West	18,000	1,500	2,000	2,000	2,000	
OD-22	Notes for Notes	14,000	4,500	4,250	4,000	2,000	
OD-23	Outrageous Film Festival	4,000	3,000	3,000	3,000	3,000	
OD-24	Out of the Box Theatre Company	10,000	3,000	3,000	1,500	NA	
OD-25	Santa Barbara Center for the Performing Arts	18,000	2,000	2,250			
OD-26	Santa Barbara Children's Chorus	18,000	3,500				New Applicant
OD-27	Santa Barbara Choral Society	7,000	2,500	2,250	1,000	3,000	
OD-28	Santa Barbara Dance Alliance	17,300	4,300		7,000	5,000	
OD-29	Santa Barbara Dance Institute	18,000	6,000	6,500	7,000	7,000	
OD-30	Santa Barbara Education Foundation	5,000	2,750	3,000	2,500	1,500	
OD-31	Santa Barbara Foundation (KDB)	12,000	4,500	5,500	6,000	NA	
OD-32	Santa Barbara Maritime Museum	5,000	4,000	3,000	1,500	1,500	
OD-33	Santa Barbara Master Chorale	4,000	1,213	2,500	1,500	1,500	
OD-34	Santa Barbara Symphony	17,000	3,000	3,000	4,500	4,500	
OD-35	Speaking of Stories	10,000	4,750	6,000	7,000	6,000	
OD-36	State Street Ballet	18,000	4,750	5,000	6,200	6,000	
OD-37	Teen Star	18,000	4,000	4,000			
OD-38	Youth Interactive/Media 4 Youth	7,000	4,500				New Applicant
			143,263				
	Amount Requested	458,900					
	Amount in Grant Pool	141,763					
	One Time Carry-Over	1,500					
	Amount Available	143,263					
	Difference	-\$315,637					

City Arts Advisory Roster and Community Events & Festivals Committee Roster

CITY ARTS ADVISORY ROSTER

<u>NAME</u>	<u>GRANT CATEGORY</u>
Robert Adams	Community Arts
Roman Baratiak	Community Arts
Phyllis de Picciotto	Community Arts
Darian Bleecher	Organizational Development
Suzanne Fairly-Green	Organizational Development
Nathan Vonk	Organizational Development
Carol Taylor	Alternate
Ginny Brush	Staff, Executive Director
Susan Brindle	Staff, Business Analyst-Extra Help

COMMUNITY EVENTS & FESTIVAL ROSTER

<u>NAME</u>	<u>CATEGORY</u>	<u>APPOINTED</u>	<u>TERM ENDS</u>
Rebekah Altman	Public at Large	12/19/2006	12/31/2014
Laura Inks	Cultural Arts	12/31/2011	12/31/2015
Laura Mclver	Business/Lodging/Retail	12/31/2011	12/31/2015
Kate Schwab	Public at Large	12/31/2011	12/31/2015
Roger Perry	Cultural Arts	12/07/2010	12/31/2014
Vacant	Business/Lodging/Retail		12/31/2015



CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: September 17, 2013

TO: Mayor and Councilmembers

FROM: City Attorney's Office

SUBJECT: Conference With Legal Counsel – Threatened Litigation

RECOMMENDATION:

That Council hold a closed session to consider significant exposure to litigation (one potential case) pursuant to subsection (b)(1) of section 54956.9 of the Government Code, and take appropriate action as needed.

SCHEDULING: Duration, 15 minutes; anytime

REPORT: None anticipated

SUBMITTED BY: Stephen P. Wiley, City Attorney

APPROVED BY: City Administrator's Office



CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: September 17, 2013
TO: Mayor and Councilmembers
FROM: City Attorney's Office
SUBJECT: Conference With Legal Counsel – Pending Litigation

RECOMMENDATION:

That Council hold a closed session to consider pending litigation pursuant to subsection (a) of section 54956.9 of the Government Code and take appropriate action as needed.

The pending litigation is *Santa Barbara Patients' Collective Health Cooperative v. City of Santa Barbara, et al.*, USDC Case No. CV10-6534 DDP(RCx).

SCHEDULING: Duration, 15 minutes; anytime
REPORT: None anticipated
SUBMITTED BY: Stephen P. Wiley, City Attorney
APPROVED BY: City Administrator's Office



CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: September 17, 2013

TO: Mayor and Councilmembers

FROM: City Attorney's Office

SUBJECT: Conference With Legal Counsel – Pending Litigation

RECOMMENDATION:

That Council hold a closed session to consider pending litigation pursuant to subsection (a) of section 54956.9 of the Government Code and take appropriate action as needed.

The pending litigation is *Britteny Cotledge vs. City of Santa Barbara, Chief Cam Sanchez, Officer Aaron Tudor, Kyle Crooks, et. al., USDC Case No. CV 12-08623 MRW.*

SCHEDULING: Duration, 15 minutes; anytime

REPORT: None anticipated

SUBMITTED BY: Stephen P. Wiley, City Attorney

APPROVED BY: City Administrator's Office