



CITY COUNCIL MEETING

December 03, 2024 at 2:00 PM

Angels Fire House – 1404 Vallecito Road

AGENDA

To view or participate in the meeting online, please use the following link:

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 259 054 873 390

Passcode: NRF287

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 209-662-6903,,253817460#](#) United States, Stockton

Phone Conference ID: 253 817 460#

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In person public attendance will be available with limited seating. Seats are available on a first come, first served basis. Members of the public shall have the right to observe and offer public comment at the appropriate time.

CITY COUNCIL appreciates your interest and encourages your participation. Regularly scheduled meetings are held the 1st and 3rd Tuesday of each month. The Agenda is divided into two sections:

CONSENT AGENDA: These matters include routine financial and administration actions and are usually approved by a single majority vote.

REGULAR AGENDA: These items include significant financial and administration actions of special interest, hearings and work sessions. The numerical order of the items on this agenda is for convenience of reference. Items may be taken out of order upon request of the Mayor or Council Members. All questions shall be directed to the Mayor who, at his/her discretion, will refer to Staff.

Mayor Jennifer Herndon | **Vice Mayor** Isabel Moncada

Council Members Alvin Broglio, Michael Chimento, Caroline Schirato

Interim City Administrator Steve Williams | **City Attorney** Doug White

1. CLOSED SESSION 2:00 PM

2. ROLL CALL

3. ADJOURN TO CLOSED SESSION

- A.** Public Employee Employment (Gov. Code Section 54957) Title: City Administrator, Steve Williams, Interim City Administrator,
- B.** Conference with Labor Negotiations (Gov't Code Section 54957.6)
Employee Organization: City of Angels Employee Association (Miscellaneous)
City of Angels Firefighter Association
City of Angels Employee's Association (Exempt)
City of Angels Camp Police Officers Association
- C.** Public Employee Employment (Gov. Code Section 54957) Title: Fire Chief, Steve Williams, Interim City Administrator

6:00 PM REGULAR MEETING

4. ROLL CALL

5. PLEDGE OF ALLEGIANCE

6. REPORT OUT OF CLOSED SESSION

- A.** Public Employee Employment (Gov. Code Section 54957) Title: City Administrator, Steve Williams, Interim City Administrator,
- B.** Conference with Labor Negotiations (Gov't Code Section 54957.6)
Employee Organization: City of Angels Employee Association (Miscellaneous)
City of Angels Firefighter Association
City of Angels Employee's Association (Exempt)
City of Angels Camp Police Officers Association
- C.** Public Employee Employment (Gov. Code Section 54957) Title: Fire Chief, Steve Williams, Interim City Administrator

7. APPROVAL OF THE AGENDA AS POSTED (OR AMENDED)

8. PUBLIC COMMENT

The public may address the Council on any item of public interest not otherwise on the agenda that is within the jurisdiction of the city. No action may be taken. Matters to be addressed may be referred to City Staff or placed on a subsequent meeting Agenda. Speakers are limited to five minutes per person.

9. CONSENT AGENDA

10. REGULAR AGENDA

- A.** Utica Park Lightner Mine Expansion Project Update, Amy Augustine, City Planner
- B.** Approving Resolution No, 24-90, Additional Work for the Booster Way Sewer Replacement Project, Steve Williams, Interim City Administrator
- C.** Approving Resolution No. 24-91, Updated City Officials Handbook, Steve Williams, Interim City Administrator

- D. Approving Resolution No. 24-92, Roof Replacement at 584 South Main Street and Appropriating \$20,000 from Reserve Balance to Fund 010-3000-51011-0000, Steve Williams, Interim City Administrator
- E. Approving Resolution, No 24-93, Employment Agreement between the City of Angels and John Roharbaugh for the Position of Fire Chief, Steve Williams, City Administrator
- F. Approving Resolution 24-94 - Adopting the Labor Agreements Between the City of Angles Camp and the Angels Camp Firefighter Association for a Term of Three (3) Years, Steve Williams, Interim City Administrator.
- G. Approving Resolution No. 24-95, Adopting the Employee Association, Memorandum of Understanding, Steve Williams, Interim City Administrator.
- H. Approving Resolution No. 24-96, Adopting the Exempt Unit Memorandum of Understanding Steve Williams, Interim City Administrator.
- I. Approve Resolution No.24-97- Twelve Percent (12%) Salary Increase for the position of City Administrator Effective January 1, 2025, Steve Williams, Interim City Administrator

11. ADMINISTRATION REPORT

- A. City Attorney Rates, Steve Williams, Interim City Administrator
- B. Monthly Report, Steve Williams, Interim City Administrator

12. COUNCIL REPORT

13. CALENDAR

- A. December

14. FUTURE AGENDA ITEMS

15. ADJOURNMENT

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at City Hall 209-736-2181. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to the meeting (28 CFR 35.102-35.104 ADA Title II) Materials related to an item on this Agenda submitted to the City Council after distribution of the Agenda packet are available for public inspection at City Hall at 200 Monte Verda Street Ste. B, Angels Camp, CA 95222 during normal business hours. The Agenda is also available on line at www.angelscamp.gov.



MEMORANDUM
City of Angels City Council

Date: December 3, 2024
To: City Council
From: Amy Augustine, AICP – Contract City Planner
Re: Rural Recreation and Tourism Program - Utica Park Lightner Mine Expansion Project Update

Recommendation:

Acknowledge and accept updates.

Background:

Consistent with direction from the City Council, attached is an update on the above-captioned project through November 26, 2024.

Strategic Plan Alignment

A4: Economic Development: Promote a wide variety of economic opportunities consistent with the city's social, cultural, environmental, and aesthetic resources. The proposed Rural Recreation and Tourism grant park project is intended to increase tourism through park enhancements including a stage, historical (cultural) interpretation trail, and improved pavilion for outdoor events. A new children's playground, adult/teen exercise equipment, bocce courts, hardcourts, improved pavilion and stage are intended to encourage social interactions with local theatre productions, local musical performances, movies in the park and enhanced outdoor spaces for other local events.

A5: Economic Development: Maintain and enhance the city's economic vitality while conserving the city's social, cultural, environmental, and aesthetic resources. See above.

B2 Community Identity: Design new development to be compatible with the natural, scenic, and cultural resources and rural character of Angels Camp. The Community Stakeholders Design Committee will assist with park design to ensure compatibility with cultural resources and rural character.

C7: Public Facilities and Services: Maintain or increase the levels of service currently available within Angels Camp for park facilities and infrastructure. The project will increase the size of Utica Park by 3.8± acres, add or improve numerous park amenities, and upgrade and expand infrastructure increasing the level of park facilities available to all age groups and ability levels for residents and visitors.

Discussion

Landscaping

The draft landscaping and irrigation plan was submitted. The landscaping plan will be reviewed by the park committee on December 4, 2024 between 10 a.m. and noon at the fire station,

Mark Twain Statue

Plans are underway to return Mark Twain to the park after the new stairway is installed from SR 49.

Bocce Court

The bocce courts have been installed. The type of surfacing (oyster shells or, at additional cost, turf), is being researched.

Hardcourts

The hardcourts are poured. Fencing is pending.

Parcourse

The general layout of the parcourse has been established. The course layout and walking/interpretive trail will be refined throughout the coming weeks.

Other

Amphitheatre footings are planned for installation in the first few weeks of December, weather permitting.

Rain

Boyer will continue park construction through the Winter as weather permits.

Financial Impact

See attached budget.

Attachments

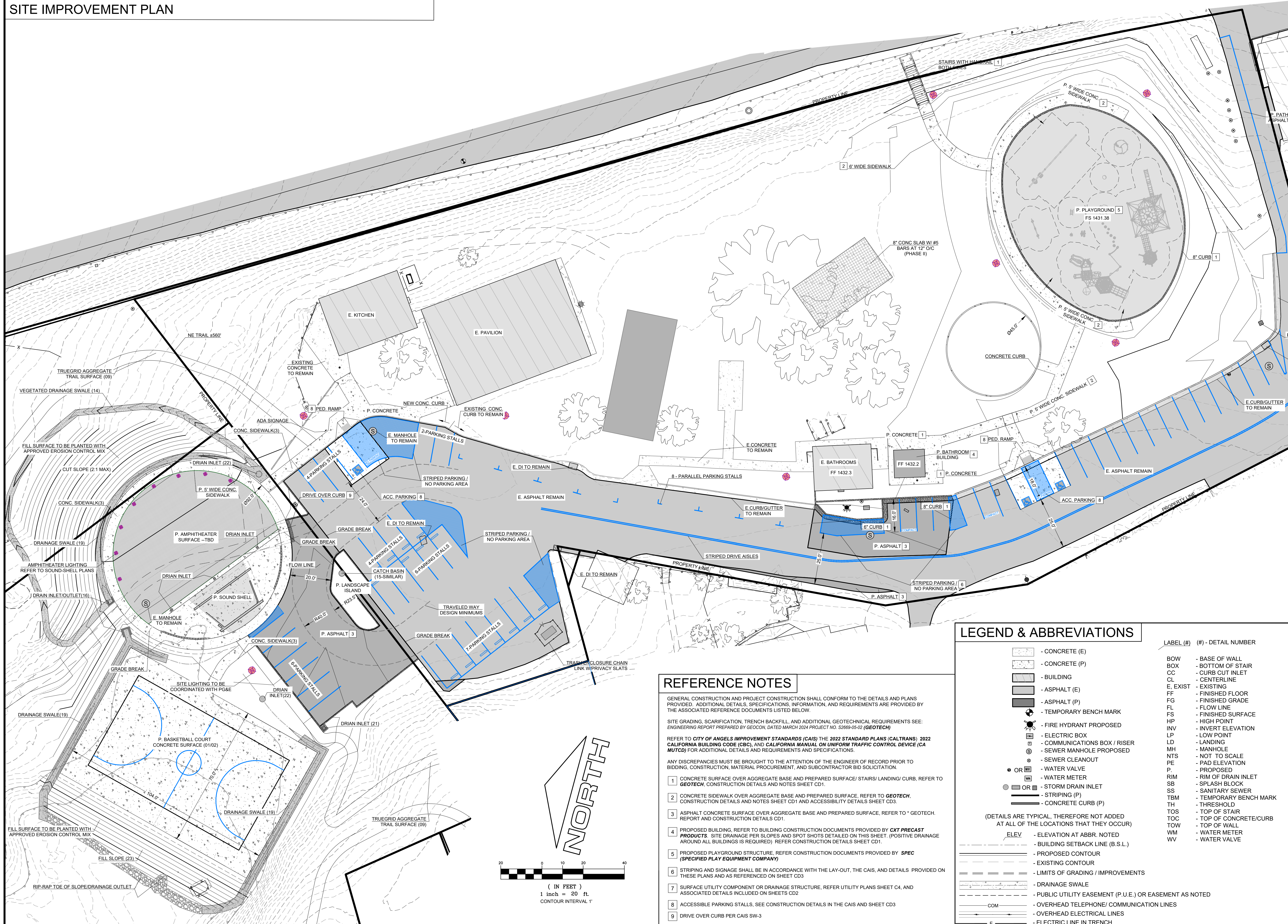
- A. Approved Site Layout
- B. Four-week lookahead
- C. Budget

Four Week Schedule



<div><div>BUYER</div><div>CONSTRUCTION</div></div>		UTICA																					
		11/25/24																					
<div>X = Pour Day</div> <div>Inspection required</div>		Completed November	Current Week November					Next Week December					Week 3 December					Week 4 December					
			25	26	27	28	29	2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	
DESCRIPTION OF WORK			M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	SUBCONTRACTOR
1	Form and rebar at basketball court	X				T	T																DSC
2	Install playground perimeter fence panels	X				H	H																All Commercial
3	Basketball court pour first half	X				A	A																DSC
4	Basketball court pour second half	X				N	N																DSC
5	Strip footings at basketball court		X			K	K																DSC
6	Interpretive Trail Grading		X	X	X	S	S	X	X	X	X	X	X	X	X	X	X						Peterson Excavation
7	Finish grade @ amphitheater			X		G	G																Peterson Excavation
8	Curb and gutter at playground area			X	X	I	I	X	X	X													DSC
9	Amphitheater footings			X		V	V	X	X	X	X	X	X	X	X								Peterson/DSC
10	Underground utilities					I	I	X	X	X	X	X	X	X	X	X	X						Peterson Excavation
11	Site Electrical					N	N							X	X	X	X	X					Gold Electric
12	Form and rebar at amphitheater foundation					G	G									X	X	X					DSC
13	Install basketball poles															X							Boyer
14	Install fence panels at basketball court					D	O										X	X					All Commercial
15	Form and rebar for playground stairs/path					A	F											X	X	X	X	X	DSC
16	Pour concrete @ playground stairs/path					Y	F															X	DSC
17	Relocate Mark Twain to Site																						Lanzini
18	Interpretive Trail Finish Surfacing																						Peterson Excavation
19	Installation of Frogs at Park																						Lanzini
20	Irrigation																						Alley
21	Inspections																						City/CSG
NOTES:																							

SITE IMPROVEMENT PLAN



REFERENCE NOTES

GENERAL CONSTRUCTION AND PROJECT CONSTRUCTION SHALL CONFORM TO THE DETAILS AND PLANS PROVIDED. ADDITIONAL DETAILS, SPECIFICATIONS, INFORMATION, AND REQUIREMENTS ARE PROVIDED BY THE ASSOCIATED REFERENCE DOCUMENTS LISTED BELOW.

SITE GRADING, SCARIFICATION, TRENCH BACKFILL, AND ADDITIONAL GEOTECHNICAL REQUIREMENTS SEE: ENGINEERING REPORT PREPARED BY GEOCON, DATED MARCH 2024 PROJECT NO. S2669-05-02 (GEOTECH)

REFER TO CITY OF ANGELS IMPROVEMENT STANDARDS (CAIS) THE 2022 STANDARD PLANS (CALTRANS) 2022 CALIFORNIA BUILDING CODE (CBC), AND CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICE (CA MUTCD) FOR ADDITIONAL DETAILS AND REQUIREMENTS AND SPECIFICATIONS.

ANY DISCREPANCIES MUST BE BROUGHT TO THE ATTENTION OF THE ENGINEER OF RECORD PRIOR TO BIDDING, CONSTRUCTION, MATERIAL PROCUREMENT, AND SUBCONTRACTOR BID SOLICITATION.

- CONCRETE SURFACE OVER AGGREGATE BASE AND PREPARED SURFACE/ STAIRS/ LANDING/ CURB, REFER TO **GEOTECH**, CONSTRUCTION DETAILS AND NOTES SHEET CD1.
- CONCRETE SIDEWALK OVER AGGREGATE BASE AND PREPARED SURFACE, REFER TO **GEOTECH**, CONSTRUCTION DETAILS AND NOTES SHEET CD1 AND ACCESSIBILITY DETAILS SHEET CD3.
- ASPHALT CONCRETE SURFACE OVER AGGREGATE BASE AND PREPARED SURFACE, REFER TO **GEOTECH**, REPORT AND CONSTRUCTION DETAILS CD1.
- PROPOSED BUILDING, REFER TO BUILDING CONSTRUCTION DOCUMENTS PROVIDED BY **CXT PRECAST PRODUCTS**. SITE DRAINAGE PER SLOPES AND SPOT SHOTS DETAILED ON THIS SHEET. (POSITIVE DRAINAGE AROUND ALL BUILDINGS IS REQUIRED). REFER CONSTRUCTION DETAILS SHEET CD1.
- PROPOSED PLAYGROUND STRUCTURE, REFER CONSTRUCTION DOCUMENTS PROVIDED BY **SPEC (SPECIFIED PLAY EQUIPMENT COMPANY)**.
- STRIPING AND SIGNAGE SHALL BE IN ACCORDANCE WITH THE LAY-OUT, THE CAIS, AND DETAILS PROVIDED ON THESE PLANS AND AS REFERENCED ON SHEET CD3.
- SURFACE UTILITY COMPONENT OR DRAINAGE STRUCTURE, REFER UTILITY PLANS SHEET C4, AND ASSOCIATED DETAILS INCLUDED ON SHEETS CD2.
- ACCESSIBLE PARKING STALLS, SEE CONSTRUCTION DETAILS IN THE CAIS AND SHEET CD3.
- DRIVE OVER CURB PER CAIS SW-3.

LEGEND & ABBREVIATIONS

LABEL (#) - DETAIL NUMBER	
BOW	- BASE OF WALL
BOX	- BOTTOM OF STAIR
CC	- CURB CUT INLET
CL	- CENTERLINE
E, EXIST	- EXISTING
FF	- FINISHED FLOOR
FG	- FINISHED GRADE
FL	- FLOW LINE
FS	- FINISHED SURFACE
HP	- HIGH POINT
INV	- INVERT ELEVATION
LP	- LOW POINT
LD	- LANDING
MH	- MANHOLE
NTS	- NOT TO SCALE
PE	- PAD ELEVATION
P	- PROPOSED
RIM	- RIM OF DRAIN INLET
SB	- SPLASH BLOCK
SS	- SANITARY SEWER
TBM	- TEMPORARY BENCH MARK
TH	- THRESHOLD
TOS	- TOP OF STAIR
TOC	- TOP OF CONCRETE/CURB
TOW	- TOP OF WALL
WM	- WATER METER
WV	- WATER VALVE

CONCRETE (E)	- CONCRETE (E)
CONCRETE (P)	- CONCRETE (P)
BUILDING	- BUILDING
ASPHALT (E)	- ASPHALT (E)
ASPHALT (P)	- ASPHALT (P)
TEMPORARY BENCH MARK	- TEMPORARY BENCH MARK
FIRE HYDRANT PROPOSED	- FIRE HYDRANT PROPOSED
ELECTRIC BOX	- ELECTRIC BOX
COMMUNICATIONS BOX / RISER	- COMMUNICATIONS BOX / RISER
SEWER MANHOLE PROPOSED	- SEWER MANHOLE PROPOSED
SEWER CLEANOUT	- SEWER CLEANOUT
WATER VALVE	- WATER VALVE
WATER METER	- WATER METER
STORM DRAIN INLET	- STORM DRAIN INLET
STRIPING (P)	- STRIPING (P)
CONCRETE CURB (P)	- CONCRETE CURB (P)

ELEV	- ELEVATION AT ABBR. NOTED
	- BUILDING SETBACK LINE (B.S.L.)
	- PROPOSED CONTOUR
	- EXISTING CONTOUR
	- LIMITS OF GRADING / IMPROVEMENTS
	- DRAINAGE SWALE
	- PUBLIC UTILITY EASEMENT (P.U.E.) OR EASEMENT AS NOTED
COM	- OVERHEAD TELEPHONE/ COMMUNICATION LINES
E	- OVERHEAD ELECTRICAL LINES
	- ELECTRIC LINE IN TRENCH

REVISIONS:

rev	date	description
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OWNER INFORMATION:

City of Angels
P.O. Box 667
Angels Camp, Ca 95222
Ph (209) 736.2181

SITE INFORMATION:

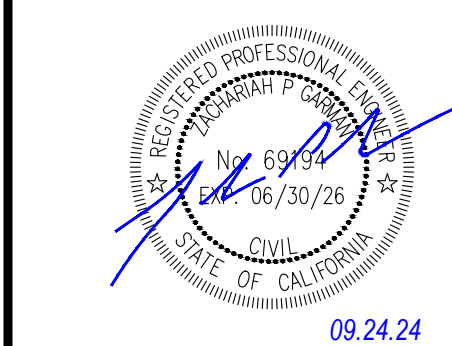
APN 060-006-006/008
1075 Utica Lane
Angels Camp, CA 95222

PROJECT INFORMATION:

A Site Improvement Plan for:

Utica Park
1075 Utica Lane
Angels Camp, CA 95222

ENGINEER OF RECORD:



ISSUE DATE: 09.24.24

DRAWN BY: ZPG

CHECKED BY: RC

SCALE: 1" = 20'

DRAWING: SITE PLAN

PROJECT NO: 23-07.06

SHEET: **C2.1** OF: **7**



CITY HALL

CITY OF ANGELS PO Box 667, 200 Monte Verda St. Suite B, Angels Camp, CA 95222 P: (209) 736-2181

DATE: December 3, 2024

TO: City Council

FROM: Steve Williams, Interim City Administrator

RE: RESOLUTION 24-90 - APPROVING ADDITIONAL WORK FOR THE BOOSTER WAY SEWER REPLACEMENT PROJECT IN THE AMOUNT OF \$15,000

RECOMMENDATION:
Approve additional work in the amount of \$15,000 for further improvements associated with the Booster Way Sewer Replacement Project.

BACKGROUND:
The Booster Way sewer crossing of Angels Creek and China Gulch represents a critical element in the East Angels Trunk Sewer system serving large areas within the City. Upgrade of the sewer crossing has been identified as a high priority objective in the City wastewater master plan and would correct a hydraulic bottleneck and historical source of sewer overflows during significant rain events. Increasing the capacity of the sewer crossing would also facilitate approved development in the upstream sewer shed.

DISCUSSION:
To further support the objectives of the Booster Way Sewer Replacement Project, the contractor constructed erosion control measures along Angels Creek and winterized the access road to Tryon Park. Attached to this memorandum are images documenting the work constructed by Sutton Enterprises following their completion of the sewer crossings at Angels Creek and China Gulch. Because Sutton Enterprises was onsite and mobilized, the City recognized cost savings for this work and likely avoided greater future costs if the work was deferred to the next sewer replacement project. A break-down of the costs incurred is as follows:

Grading of access road to Tryon Park staging area, placement of crushed rock to create stable base	\$4,000
Grading/placement of crushed rock to facilitate access to manholes in Tryon Park	\$2,000
Placement of rock slope protection along Angels Creek to facilitate access to manholes for bypass pumping	\$6,000
Erosion control measures along Angels Creek to promote slope restoration and re-vegetation	\$2,500
Erosion control measures along China Gulch to promote slope restoration and re-vegetation	\$500
Total costs	\$15,000





CITY HALL

CITY OF ANGELS PO Box 667, 200 Monte Verda St. Suite B, Angels Camp, CA 95222 P: (209) 736-2181

FINANCIAL IMPACT:

The Booster Way Sewer Replacement Project is funded through the approved wastewater capital improvement program (CIP). Depending on final project costs, an adjustment in project funding through the CIP may be required.

ATTACHMENTS:

Photographs documenting extra work.



Home of the Jumping Frog - Angelscamp.gov



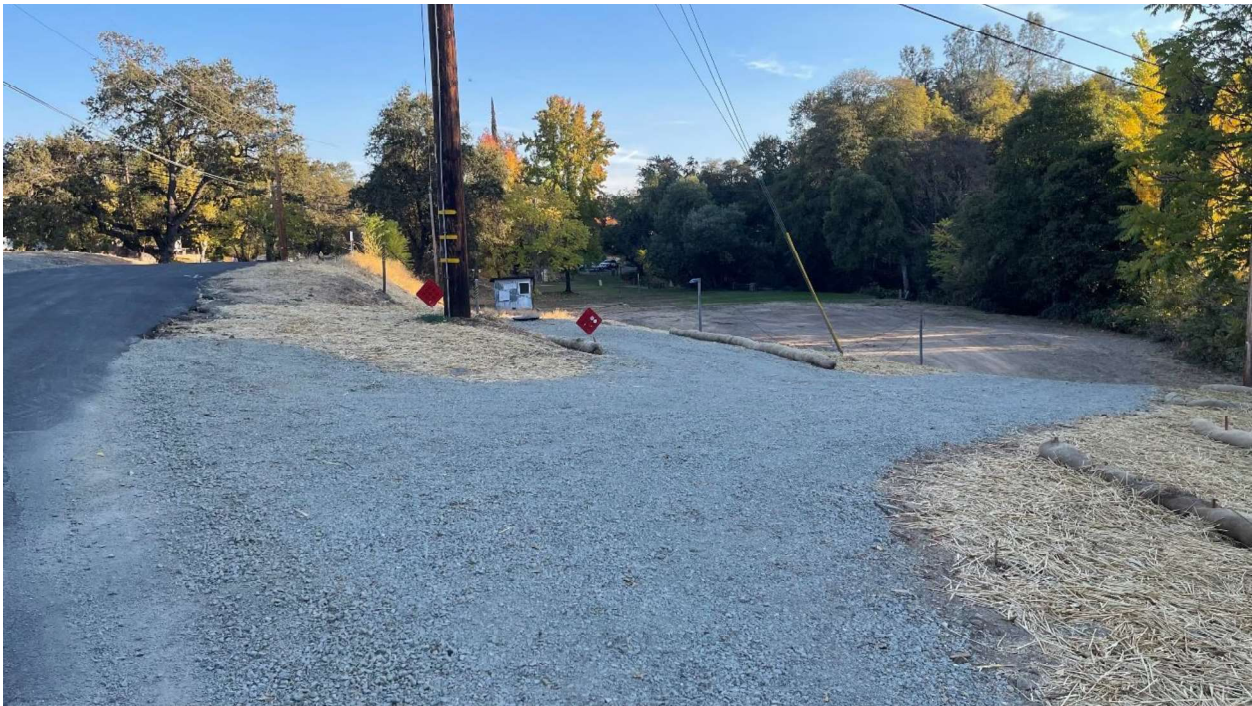
1. Erosion control and all-weather road at park entrance



2. Erosion control and all-weather road materials constructed to facilitate access to manhole



3. All-weather road material provided at park entrance



4. Road Connection from Booster Way to Tryon Park “winterized”



5. Erosion protection provided along bank of Angels Creek



6. Erosion protection provided to facilitate access to manhole



7. Rock slope protection provided along bank of Angels Creek



8. Rock slope protection provided along bank of Angels Creek



9. Concrete headwall constructed to protect pipe/bank at Angels Creek



10. AC paving and rock placed to protect bank of Angels Creek



11. Slope erosion control at China Gulch Sewer Crossing



12. Slope erosion control at China Gulch Sewer Crossing

CITY OF ANGELS
CITY COUNCIL
RESOLUTION No. 24-090

RESOLUTION APPROVING ADDITIONAL WORK FOR THE BOOSTER WAY SEWER
REPLACEMENT PROJECT IN THE AMOUNT OF \$15,000

WHEREAS, the Booster Way sewer crossing of Angels Creek and China Gulch represents a critical element in the East Angels Trunk Sewer system serving large areas within the City; and

WHEREAS, upgrade of the sewer crossing has been identified as a high priority objective in the City wastewater master plan and would correct a hydraulic bottleneck and historical source of sewer overflows during significant rain events; and

WHEREAS, increasing the capacity of the sewer crossing would also facilitate approved development in the upstream sewer shed; and

WHEREAS, to further support the objectives of the Booster Way Sewer Replacement Project, the contractor constructed erosion control measures along Angels Creek and winterized the access road to Tryon Park; and

WHEREAS, Sutton Enterprises was onsite and mobilized, the City recognized cost savings for this work and likely avoided greater future costs if the work was deferred to the next sewer replacement project; and

NOW, THEREFORE, BE IT RESOLVED, that the City of Angels City Council does Approve Additional Work for the Booster Way Sewer Replacement Project in the Amount of \$15,000.

PASSED AND ADOPTED this 3rd day of December 2024, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Jennifer Davis-Herndon, Mayor

Rose Beristianos,
City Clerk



CITY HALL

CITY OF ANGELS PO Box 667, 200 Monte Verda St. Suite B, Angels Camp, CA 95222 P: (209) 736-2181

DATE: December 3, 2024
TO: City Council
FROM: Steve Williams, Interim City Administrator
RE: RESOLUTION 24-091 – APPROVING THE CITY OFFICIALS HANDBOOK

RECOMMENDATION:
Approve final version of City Official Handbook.

BACKGROUND:
The City of Angels City Officials Handbook was last updated on January 19, 2021.

On April 18, 2024, the Angles City Council held a special meeting to discuss necessary and desirable updates to the City Officials Handbook.

On October 10, 2024, staff received a draft version of the proposed update to the City Officials Handbook.

On October 15, 2024, the draft City Officials Handbook was presented to the City Council with comments due by November 5, 2024.

On November 5, 2024, staff forwarded Council comments to the City Attorney’s Office.

On November 19, 2024, the second version of the draft City Officials Handbook was presented to the City Council. City Council provided direction regarding outstanding items requiring a decision.

DISCUSSION:
The City of Angels City Officials Handbook is designed to assist Councilmembers and other City Officials by documenting accepted practices and clarifying expectations.

The City Officials Handbook should serve as a reference on adopted practices and procedures pertaining to Angels City Council meetings, meetings of Boards, Commissions, or Advisory Groups, provide an overview of City operations, Council powers and responsibilities, expected behavior and decorum from Councilmembers and other elected or appointed officials, and related matters.

The City Officials Handbook supersedes any other handbooks which govern the Council, Boards, Commissions, or Advisory Groups.

The City Officials Handbook is presented to the City Council in its proposed final version for City Council Consideration.

FINANCIAL IMPACT:

None

ATTACHMENTS:

Final City Officials Handbook



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PART I: ADMINISTRATIVE GUIDELINES

A. Purpose of Angels Procedures Manual

The City of Angels (the “City”) has prepared this City Officials’ Handbook (the “Handbook”) to assist Councilmembers and other City Officials (collectively, “City Officials”) by documenting accepted practices and clarifying expectations. This Handbook should serve as a reference on adopted practices and procedures pertaining to Angels City Council (“Council”) meetings, meetings of Boards, Commissions, or Advisory Groups, provide an overview of City operations, Council powers and responsibilities, expected behavior and decorum from Councilmembers and other elected or appointed officials, and related matters.

The Handbook supersedes any other handbooks which govern the Council, Boards, Commissions, or Advisory Groups.

B. Overview of Basic Documents

This Handbook is a summary of important aspects of City Officials’ activities. However, it cannot incorporate all materials and information necessary for understanding the business of City Officials. Many other laws, plans and documents exist which bind the City Officials to certain courses of action and practices. A summary of some of the most notable documents which establish City Official direction is provided below.

1. **Angels Municipal Code:** The Angels Municipal Code (“A.M.C.”) contains local laws and regulations adopted by ordinances. The A.M.C. contains a variety of laws including, but not limited to, zoning standards, traffic and speed regulations, and local tax standards.
2. **California Government Code:** The state Government Code contains many requirements for the operation of city government and administration of public meetings throughout the state. Many of these requirements, such as open meeting laws, are also replicated within the A.M.C. to ensure there is broad awareness of such requirements. The City is a “general law” city which means it is organized in accordance with provisions of the Government Code and it is bound by the state’s general law.

Also described within the Government Code is the council-City Administrator form of government which is the form of government utilized in the City. This form of government prescribes that the Council’s role is to establish policies and priorities, while the role of the City Administrator is to administer the affairs of the city government.

3. **Annual Budget:** The City’s annual budget provides a description of City services, and the resources used to provide services. The document contains a broad overview of the budget as well as descriptions of programs offered within each division of the organization.
4. **General Plan:** Often referred to as a City’s development constitution, a state mandated general plan addresses adopted future land development plans and policies.
5. **Emergency Operations Plan:** The City maintains an emergency plan entitled “Emergency Operations Plan” dated August 21, 2021 which describes actions to be taken in periods of extreme emergency. The Emergency Operations Plan may be updated from time to time. The Council may be called upon during an emergency to establish policies related to the specific incident.

C. Orientation of New City Officials

It is important that new and incoming City Officials gain an understanding of the full range of services and programs provided by the City. As Councilmembers join the Council or other City Officials join their respective Commission or Board, department heads are instructed to provide invitations for members to tour facilities and

meet with key staff. At any time, if there are facilities or programs about which Councilmembers have more information, arrangements will be made to increase awareness of these operations.

D. Basic Definitions

1. **Chair** is the individual authorized by law, the A.M.C. or City policy to oversee, direct and preside over the public meeting of the City Council, Planning Commission or any other City board or commission.
2. **City Council** is the governing body of the City of Angels, comprised of four (4) Councilmembers and one (1) Mayor.
3. **City Official** is any elected or appointed member of the Angels City Council or Angels Planning Commission, or any other City board or commission established by ordinance or City Council policy.

A. Council Functions

The Council is the legislative body of the City; its members are the community's decision makers. Power is centralized in the elected Council collectively, and not in individual members of the Council. The Council approves the budget and determines the public services to be provided and the taxes, fees and assessments to pay for these public services. It focuses on the community's goals, major projects and such long-term considerations as community growth, general plan and land use, development standards, capital improvements, financing and strategic planning. The Council appoints a professional City Administrator to carry out the administrative responsibilities and supervises the City Administrator's performance.

B. Mayor and Vice Mayor Functions

1. **Mayor:** The Mayor is to preside at all meetings of the Council and perform such other duties consistent with the office as may be imposed by the Council, by law, or by vote of the people. At Council meetings, the Mayor assists the Council in focusing on the agenda, discussions and deliberations. The Mayor does not possess any power of veto. As presiding officer of the Council, the Mayor is to faithfully communicate the will of the Council majority in matters of policy. The Mayor is also recognized as the official head of the City for ceremonial purposes.

The Mayor shall make appointments to City advisory boards with the advice and consent of the City Council. (Angels Camp Municipal Code "AMC", Section 2.44.010.)

2. **Vice Mayor:** In the absence of the Mayor, the Vice Mayor shall possess and perform the power and duties of the Mayor. In that capacity, the Vice Mayor shall sign ordinances and resolutions adopted in his or her presence. The Vice Mayor shall serve in this capacity at the pleasure of the Council.
3. **Term:** The Mayor and Vice Mayor are selected by a majority vote of the Council and appointed on an annual basis for a one (1) year term. Selection of the Mayor and Vice Mayor occurs in December or January to coincide with the general municipal election that occurs every two (2) years.
4. **Conflict of Interest:** In the event the Mayor has a potential conflict of interest on any item, the Vice Mayor will preside over the agenda item at issue.

C. Appointment of City Administrator and City Attorney

The Council appoints two (2) positions within the City organization: City Administrator and City Attorney. Both positions serve at the will of the Council.

1. **City Administrator:** Is an employee of the City and has an employment agreement which specifies terms of employment including an annual evaluation by the Council. City Administrator shall be the administrative head of the City government under the direction of the City Council, except as otherwise provided in the A.M.C. He or she shall be responsible for the efficient administration of all the affairs of the City which are under the City Administrator's control. In addition to their general powers as administrative head, and not as a limitation thereon, it shall be the City Administrator's duty, and the City Administrator shall have the powers listed in the A.M.C.ⁱ
2. **City Attorney:** City Attorney services will be provided by contract. The City Attorney attends City Council Meetings as well as City Committee Meetings as deemed necessary. The City Attorney is appointed and serves at the pleasure of the Council.

D. Role in Emergency

Chapter 2.12 of the Angeles Municipal Code governs the preparation, planning and protection of life and property in the City in the event of an emergency or disaster. The City also has an *Emergency Operations Plan* that assists in governing emergency response.

Per AMC Section 2.12.030, the City’s “Emergency Council consists of the following:

1. The Mayor, who shall be chairperson;
2. The City Administrator as Director of Emergency Services, who shall be vice-chair;
3. The Assistant Director of Emergency Services, appointed by the Mayor with the advice and consent of the City Council who, under the supervision of the Director, shall develop emergency response and disaster plans of the City, including Emergency Operations Plans, and Hazard Mitigation Plans, and organize the emergency management and response program of this city, and other duties as may be assigned by the Director.
4. Such deputy directors and chiefs of emergency services as are provided for in the City’s Emergency Operations Plan; and
5. Such representatives of civic, business, labor, veterans, professional, or other organizations having an official emergency responsibility as may be appointed by the Mayor with the advice and consent of the City Council.ⁱⁱ

The Emergency Council shall be responsible for the development of the City emergency plan, which shall provide for the effective mobilization of the City’s resources, both public and private, to meet any condition constituting a local emergency, state of emergency or state of war emergency, and shall provide for the organization, powers and duties, services and staff of the emergency organization. Such plan shall take effect upon adoption by resolution of the City Council.ⁱⁱⁱ The Council shall meet upon call of the Chairman, or in the Chair’s absence, upon the call of the Vice Chairman [AMC 12.12.040(B)].

In the event of a local emergency or state emergency, the office of the Director of Emergency Services shall be created who shall appoint the Assistant Director of Emergency Services.^{iv} The Director of Emergency Services’ power and responsibilities are outlined in the A.M.C. Section 2.12.050, 2.12.060, and 2.12/065^v

Should the Council be unavailable during an emergency, state or federal law, as applicable, specifies a hierarchy of others who may serve in place of the Council

E. Appointment of Advisory Board and Planning Commissioners

The City currently has one (1) commission, the Planning Commission. In addition, special purpose citizens’ committees and task forces may be appointed by the Council to address issues of interest within City limits. The following procedures reflect the policy of the Council regarding the appointment of volunteer citizens to the various advisory bodies and commissions of the City.

Term^{vi}: All appointees to any other board, commissions, or committee not described below shall be limited to serving two (2) years. If a board, commission, or committee member is appointed to a partial term that partial term is not counted towards the maximum terms that can be served as designated below. City staff will advertise vacant positions as necessary and will post a notice of term expirations at least sixty (60) days prior to the expiration of any term.

Planning Commission^{vii}:

Qualifications:	Must be a resident of the City.
Term:	As prescribed in the Angels Municipal Code Section 17.85.030 (3-year terms)
Appointment:	Per Angels Municipal Code Section 17.85.030 (appointed by City Council)

A. Requests for Research or Information

Council member initiated or requested information or research should be directed to the City Administrator. Requests for new information or policy direction, if the information search process is too arduous, will be brought to the full Council for consideration at a regular meeting at the discretion of the City Administrator. Any materials, information, or research provided to a Councilmember in response to such a request, including legal questions or conflict of interest inquiries submitted to the City Attorney, shall also be provided to the full Council.

B. Inappropriate Actions

The Council has delegated the Mayor, the City Administrator and/or the City Attorney jointly, or just the City Attorney, at the discretion of the City Attorney; the responsibility to discuss, on behalf of the full Council, any perceived or inappropriate action by a Councilmember. The Mayor, City Administrator or City Attorney will discuss with the Councilmember the action and suggest a more appropriate process or procedure to follow. After this discussion, if further inappropriate action continues, the Mayor, City Administrator or City Attorney will report the concern to the full Council.

A. Councilmember Compensation

State law and the City municipal code provide for modest compensation to members of the Council.^{viii} Currently, members receive a salary of \$300 per month.

Councilmembers may waive their monthly salaries as provided by state law; however, they may not elect to assign their salary to any person or entity including a charitable organization.^{ix}

B. Expenditure Allowance

The annual City budget may include an expenditure allowance for expenses necessary for members to undertake official City business. Eligible expenses include travel expenses, including meals for Councilmembers, and mileage reimbursement, which are made for City business.^x Donations to organizations are not eligible nor are meals for individuals other than Councilmembers.

C. Expenditure Guidelines

The City Council is subject to the requirements and provisions of the City's Travel Reimbursement Policy. Any expense must be related to City affairs. Public property and funds may not be used for any private or personal purpose. For example, reimbursement is not allowed to pay for meals at a meeting to discuss political or campaign strategies. It is also inappropriate for City funds to pay for a meal or other expenses of a private citizen or spouse attending a meeting.

City budgetary practices and accounting controls apply to expenditures within the Council budget. Councilmembers should plan expenditures, which will allow them to remain within the annual allocation. When exceptional circumstances require that additional amounts be allocated, the request must be made to the City Administrator, and Council action may be necessary. Reimbursement requests should be made through the City Administrator's office with receipts.

Chapter 5: Council Communications

A. Overview

Perhaps the most fundamental role of a Councilmember is communication. Whether through written or oral communications, a Councilmember's ability to effectively govern is directly tied to their ability to communicate effectively with others. Methods of communication come in various forms, whether it is communication with the public to assess community opinions and needs; communication to share the vision and goals of the City with constituents; and communication with staff to provide policy direction and to gain an understanding of the implications of various policy alternatives. This chapter provides a general framework for communicating as an individual (a Councilmember's personal opinions on policies and directives) versus communicating as part of the legislative body.

Since the City Council performs as a body, acting based on the will of the majority as opposed to individuals), it is important that general guidelines be understood when speaking for the Council. Equally important, when members are expressing personal views and not those of the Council, the public should be so advised.

B. Speaking "for the City"

Because the Council performs as a body, it is important that the public understand when an individual Councilmember is speaking as an individual and when they are speaking on behalf of the entire Council. While the Mayor and Vice Mayor have the additional duties of representing the City at official events, individual Councilmembers can expect to be asked to make statements or comments on City-related business. Councilmembers should refrain from using City letterhead, correspondence, or logos when expressing their opinions as an individual to the public. Councilmembers may clarify that they did or did not support a matter so long as they clearly articulate the Council's positions as a whole unambiguously. When representing the City at meetings or other venues, it is important that those in attendance gain an understanding of the Council's position rather than that of an individual member.

C. Correspondence from Councilmembers

1. Members of the Council will often be called upon to write letters to citizens, businesses or other public agencies. Typically, the Mayor will be charged with transmitting the City's position on policy matters to outside agencies on behalf of the Council. Individual members of Council will often prepare letters for constituents in response to inquiries or to provide requested information.
2. The following is the policy of the Angels Council relative to official and non-official correspondence by members of the Council.
 - a. Councilmembers shall not write or send letters on City stationery without Council approval.
 - b. The Mayor is authorized to send thank you and acknowledgement letters as they directly pertain to the City in its usual course of business. Such correspondence shall not represent or include City endorsements, positions, etc. In addition, the Mayor may sign correspondence drafted by the City Administrator which the City Administrator believes is more appropriately signed by the City's chief elected official. Such correspondence may include public notices, invitations, information, etc. All correspondence signed by the Mayor shall have a copy forwarded to each Councilmember.
 - c. Councilmembers may endorse political candidates, initiatives, legislation or positions using their own stationery. They may identify themselves by City position and title, but in no case shall said endorsements infer that the City or Council supports said position or candidate. Members are encouraged to notify or send copies of said endorsement to the full Council.
 - d. The Council policy is that it will not support individual political candidates but may vote to support or take stands on initiatives, measures (i.e. school bonds) or other legislation as appropriate and

permissible under state law. The Mayor shall be authorized to sign letters stating position.

D. Confidential Issues

Confidential issues, which may arise in closed session or in other conversations or communications with the City Administrator or City Attorney, shall not be disclosed to any member of the public, including the press without approval of the City Council. Confidential issues include but are not limited to anticipated or existing litigation, personnel matters, or other information relevant to City business that is confidential in nature. The release of any confidential information obtained in closed session may be referred by the City Council to the District Attorney's office as a Brown Act violation.

E. Local Ballot Measures

At times, initiatives that affect City Council policy may be placed on the ballot. There are restrictions regarding what actions the City may take on ballot measures. Specifically, state statutes prohibit the City from using its personnel, equipment, materials, buildings, or other resources to influence the outcome of elections. What the City can do is distribute informational reports or pamphlets for the purpose of informing the public of the facts of an issue.

Political Activities: City Councilmembers, as elected officials, are allowed to participate in political activities, including endorsing candidates and supporting ballot measures.

1. City Councilmembers should only publicly support or oppose ballot measures in their personal capacity and cannot use public resources to do so.
2. City Councilmembers may campaign for or against local measures and engage in political activities, including attending rallies, making public statements or appearances, and issue personal endorsements.
3. City funded communications regarding ballot measures must be informational and neutral. For example, Councilmembers can help explain the fiscal impacts of a ballot measure in a city-sponsored communication but cannot use those communications to advocate for a specific outcome.
4. City Councilmembers cannot engage in campaigning or electioneering at public facilities or during official city events. This includes using city hall, council chambers, or any city-owned space for campaign-related activities.
5. Campaigning must be conducted separately from official city functions.
6. City Councilmembers may contribute their personal or political accounts funds in support or opposition of a ballot measure.
7. Government Code Section 8314 prohibits City Councilmembers from using public resources (such as city staff time, equipment, email or funds) for campaign activities or political advocacy. Violations of this provision can result in penalties, including fines and possible legal action.

F. State Legislation, Propositions

The Council is frequently requested to take action on pending state legislation. The Council has adopted the practice of requiring analysis of bills prior to taking any official position. The analysis is to include a summary of the legislation's purpose and a listing of those entities both in support of and against the proposed legislation. The Council will only take a position on pending state legislation by a majority vote of the City Council.

G. Proclamations

Proclamations are issued by the City Council as a ceremonial commemoration of an event or issue. Proclamations are not statements of policy. Proclamations are a manner in which the City can make special recognition of an individual, event, or issue (e.g. Recycling Week).

As part of his or her ceremonial responsibilities, the Mayor is charged with administration of Proclamations. The City maintains a list of frequent or routine Proclamations that are issued annually. Individual

Councilmembers do not issue proclamations but may request that the Mayor issue a proclamation. to add or not to add a Proclamation shall be made following consultation between the City Administrator and the Mayor when the Council meeting agenda is being prepared. Requests for new Proclamations should be directed to the City Administrator’s Office staff at least four weeks prior to the meeting at which the requestor would like it read. The Mayor may elect to refer the Proclamation request to the Council for consideration and direction.

A. Conflict of Interest

There are numerous sources of conflicts of interest that may require a Councilmember to disqualify himself or herself from participating in decision-making. The Political Reform Act (PRA) controls financial conflicts of interest of public officials. The PRA is one of the most complicated laws affecting local government. This law is implemented and enforced by the Fair Political Practices Commission (FPPC) which has issued comprehensive implementing regulations. To understand the PRA's impact on a Councilmember's actions, it is suggested that members discuss the law and potential conflicts with the City Attorney or a private attorney.

In general, under the PRA, public officials are prohibited from making, participating in or in any way attempting to use their official position to influence a governmental decision in which they know or have reason to know they have a financial interest (California Government Code § 87100). A "public official" is defined as including every member, officer, employee or consultant of the state or local government agency (California Government Code § 82048).

Newly elected officials are required to file a Statement of Economic Interest (Form 700) within thirty (30) days of being sworn into office. Thereafter, elected officials are required to file an annual Form 700. The City Clerk's Department will notify you of your filing requirements. Written permission must be obtained before posting elected officials' home addresses or telephone numbers on the Internet.

At any time if a City Official believes that a potential for conflict of interest exists, he or she is encouraged to consult with the City Attorney or private legal counsel for advice. Staff may also request an opinion from the City Attorney regarding a City Official's potential conflict. Laws which regulate conflicts are very complicated. Violations may result in significant penalties or fines, including criminal prosecution. While not inclusive, a general summary of conflict rules has been prepared and appears below.

There are several laws that govern conflicts of interest for public officials in California – the Political Reform Act, Government Code section 1090, and Government Code section 87105 (<http://leginfo.legislature.ca.gov/faces/codes.xhtml>). In general terms, the Political Reform Act prohibits a public official from having a financial interest in a decision before the official. Section 1090 prohibits a public official from being interested in government contracts; and section 87105 requires a public official who has a conflict of interest to publicly announce the conflict, recuse himself or herself and leave the room until after the discussion and voting on the matter is complete.

B. Applicability

Under the PRA, an official has a financial interest if it is reasonably foreseeable that a decision will have a material financial effect, distinguishable from its effect on the public generally, on the official, a member of his or her immediate family, or on any of the following:

1. Any business entity in which the public official has a direct or indirect investment worth \$2,000 or more (California Government Code § 87103(a); 2 California Code of Regulations § 18700(c)(6)(A)).
2. Any real property in which the public official has a direct or indirect interest worth \$2,000 or more (California Government Code § 87103(b), 2 California Code of Regulations § 18700(c)(6)(B)).
3. Any source of income other than gifts or certain loans aggregating \$500 or more provided to the public official within 12 months prior to the time of the decision (California Government Code § 87103(c); 2 California Code of Regulations § 18700(c)(6)(C)).

4. Any business entity in which the public official is a director, officer, partner, trustee, holds any position of management (California Government Code § 87103(d); 2 California Code of Regulations § 18700(c)(6)(D)).
5. Any gift totaling \$470 (adjusted biennially by the FPPC) or more provided to, received by or promised within 12 months prior to the decision (2 California Code of Regulations §§ 18703.4, 18704-18961).

C. **Analysis**

In general, the FPPC suggests that a four-part analysis be followed in applying the conflict-of-interest rules:

1. Step One: *Is it reasonably foreseeable that the governmental decision will have a financial effect on any of the financial interests listed above (2 California Code of Regulations § 18700(d)(1))?* If the financial interest is a named party to or the subject of the governmental decision, the financial effect on the public official's interest is reasonably foreseeable. If not a named party or subject of the decision, the financial effect on the interest will be reasonably foreseeable if there is a realistic probability of a financial effect.
2. Step Two: *Will the reasonably foreseeable financial effect be material (2 California Code of Regulations § 18700(d)(2))?* Materiality is determined in reference to the specific financial interest involved.
3. Step Three: *Can the public official demonstrate that the material financial effect on the public official's financial interest is indistinguishable from the effect on the public generally (2 California Code of Regulations § 18700(d)(3))?* This requires establishing that at least 25% of certain population segments are all affected, and that the effect on the governmental official's interest is not unique compared to the segment.
4. Step Four: *If after applying the three-step analysis and determining that the public official has a conflict of interest, he or she may not make, participate in making, or in any way attempt to use his or her official position to influence a governmental decision.*

The Fair Political Practices Commission ("FPPC") has published lengthy regulations and opinions on conflicts of interest that are useful in determining whether a particular financial interest or decision could give rise to disqualification based on a potential conflict of interest. The FPPC also puts out informational pamphlets to assist public officials in determining what types of situations may give rise to prohibited conflicts of interest.

D. **Government Code Section 1090**

Government Code section 1090 is similar to the Political Reform Act, but it applies only to City contracts in which a public official has a financial interest. The financial interests covered by section 1090 are different than those in the Political Reform Act. Having an interest in a contract may preclude the City from entering into the contract at all. In addition, the penalties for violating section 1090 are severe. If a City Official believes that he or she may have any financial interest in a contract that will be before the Council, the member should immediately seek advice from the City Attorney or the City Official's personal attorney.

There are a number of other restrictions placed on Council actions which are highlighted in the League of California Cities Handbook. Such restrictions include prohibitions on secrecy and discrimination, as well as assurance that all City funds are spent for public purposes. Violations of these restrictions may result in personal liability for individual City Officials.

E. Disqualification and Disclosure

When the agenda item is called, a City Councilmember who has a conflict of interest is required to publicly state that a conflict of interest exists, describe the nature of the economic interest giving rise to the conflict, disqualify himself or herself, and leave the room. Ideally, Councilmembers will become familiar enough with the sources of conflicts to determine in advance whether disqualification is necessary. However, if a Councilmember becomes aware of a potential conflict only during the meeting, it is perfectly appropriate for the Councilmember to ask for a break in order to discuss the matter with the City Attorney. If any Councilmember questions a potential conflict of interest related to another Councilmember, a recess may be called at the request of the Councilmember who may have a conflict to allow discussion of the issue with the City Attorney to determine if there is a conflict. If the Councilmember decides a conflict exists, that Councilmember may not participate in any aspect of the decision making, including discussing the matter with City staff. When a conflict of interest arises involving a matter on the consent calendar portion of the agenda, the Councilmember is not required to leave the room, unless that item is pulled from the consent agenda for separate discussion.

F. Legally Required Participation

In the event that a decision cannot be made because a majority of the Council is disqualified due to conflicts of interest, the PRA allows the minimum number of Councilmembers necessary to constitute a quorum to return and participate in the decision to the minimum extent required. The Councilmembers permitted to participate must be chosen through a random process (California Government Code § 87101).

G. Advice on Conflict of Interest

The City Attorney may provide advice to a Councilmember about the existence of a conflict of interest. However, advice given by the City Attorney does not protect the Councilmember from an enforcement action by the FPPC. A Councilmember may seek a formal written opinion from the FPPC on a particular set of facts. Such an opinion letter would provide protection from an enforcement action arising under the same set of facts.

H. Conflict of Interest Forms

Annual disclosure statements are required of all Councilmembers, designated commissioners, and senior staff. These disclosure statements indicate potential conflicts of interest including sources of income, ownership of property and receipt of loans and gifts. Councilmembers often serve on the governing board of other local agencies as a result of appointment or delegation through the Council. These agencies will also require the submittal of disclosure forms. These forms require information including income, loans, receipt of gifts, and interest in real property among other items.

I. AB 1234 Training

State law requires the City to advise local officials, subject to California’s ethics education requirements about their compliance options at least once a year.^{xi} The City will ensure that all local officials will be provided the AB 1234 Ethics Training.

J. Liability

The City is a large institution offering a variety of services and may often find itself subject to legal action through lawsuits. The City must always approach its responsibilities in a manner which reduces risk to all involved. However, with such a wide variety of high-profile services (e.g. police, fire) risk cannot be eliminated.

The City belongs to an agency with other cities in the San Joaquin Valley to manage insurance and risk activities. When claims are filed against the City they are sent to the City’s claims examiner to review and make recommendations. Unless there is clear liability on the part of the City, the claim will normally be recommended for denial. The Claim is placed on the Council agenda for rejection but will only be discussed in closed session if Council desires. Council should be careful discussing details of a claim or lawsuit outside of closed session.

It is important to note that violations of certain laws and regulations by individual City Officials that official being personally liable for damages which would not be covered by the City's insurance. Examples may include discrimination, harassment, or fraud.

Section 10, Item C.

A. Overview

Council policy is implemented through professional staff. Therefore, it is critical that the relationship between the Council and staff be well understood by all parties so policies and programs may be implemented successfully. The City of Angels has a long tradition of positive relationships between members of the Council and staff. To maintain these effective relationships, it is important that roles are clearly recognized.

B. Council-Manager Form of Government

Angels governs under a Council-City Manager form of government. This structure reflects that it is the Council's role to establish City policy and priorities. The Council appoints a City Administrator to implement this policy and undertake the administration of the organization. The Council is to work through the City Administrator in dealing with City staff. Indeed, the A.M.C. requires Councilmembers to work through the City Administrator.

The City Administrator is appointed by the Council to enforce its laws, to direct the daily operations of City government, to prepare and monitor the municipal budget, and to implement the policies and programs initiated by the Council. The City Administrator is responsible to the Council rather than to individual Councilmembers and directs and coordinates the various departments.

C. Council-Manager Relationship

- 1. Employment relationship between the Council and City Administrator:** This relationship honors the fact that the City Administrator is the chief executive officer of the City. The Council should avoid situations that can result in City staff being directed, intentionally or unintentionally, by one or more members of the Council. Regular communication between the Council and City Administrator is important in maintaining open communications. All dealings with the City Administrator, whether in public or private, should respect the authority of the City Administrator in administrative matters. Disagreements should be expressed in policy terms rather than in terms that question satisfaction with or support of the City Administrator.
- 2. Evaluation:** The Council is to evaluate the City Administrator on an annual basis and pursuant to the terms of the City Administrator's contract with the City.
- 3. Open Communication:** As in any professional relationship, it is important that the City Administrator keeps the Council informed. The City Administrator respects and is sensitive to the political responsibility of the Council and acknowledges that the final responsibility for establishing the policy direction of the City is held by the Council. The City Administrator encourages regular one on one meetings with Councilmembers to provide information on various issues before the Council.
- 4. Staff Roles:** The Council recognizes the primary functions of staff as executing Council policy and actions taken by the Council and in keeping the Council informed. Staff is obligated to take guidance and direction only from the Council as a whole through the City Administrator or from the appropriate management supervisors. The Council is discouraged from instructing staff directly but should instead submit any requests to the City Administrator or City Attorney. Further, any comments or concerns from the Council should be communicated to the City Administrator or City Attorney. Staff is directed to reject any attempts by individual members of the Council to unduly direct or otherwise pressure them into making, changing or otherwise influencing recommendations.

City staff will make every effort to respond in a timely and professional manner to all requests made by individual Councilmembers for information or assistance, provided that, in the judgment of the City Administrator, the request is not of a magnitude, either in terms of workload or policy, which would require that it would be more appropriately assigned to staff through the direction of the full Council.

D. City Administrator Code of Ethics

City Administrator is subject to a professional code of ethics from his or her professional association. These standards appear in Appendix A of this Handbook, the ICMA Code of Ethics. It should be noted that this code binds the City Administrator to certain practices which are designed to ensure actions are in support of the City’s best interests. Violations of such standards can result in censure by the professional association. This code is posted in the City Administrator’s office.

E. Council-City Attorney Relationship

The City Attorney is the legal advisor for the Council, its committees, commissions and boards, the City Manager, and all City officers and employees with respect to any legal question involving an official duty or any legal matter pertaining to the affairs of the City. The general legal responsibilities of the City Attorney are to:

1. Provide legal assistance necessary for formulation and implementation of legislative policies and projects;
2. Represent the City’s interest, as determined by the City Council, in litigation, administrative hearings, negotiations, and similar proceedings;
3. Prepare or approve as to form ordinances, resolutions, contracts, and other legal documents to best reflect and implement the purposes and intentions of the City Council; and
4. Keep City Council and staff apprised of court rulings and legislation affecting the legal interests of the City.
5. It is important to note that the City Attorney does not represent individual members of the Council, but rather the City Council as a whole. Accordingly, with the exception of conflict-of-interest inquiries, in questions involving pending or upcoming matters, or protocol and procedure, the City Attorney's services are engaged and directed through the majority of the Council. Individual Councilmembers may seek advice or assistance from the City Attorney on other matters while exercising their best judgment on the most efficient and appropriate use of his/her resources. The City Attorney’s performance is reviewed as provided by the services retention contract.

F. City Administrator-City Attorney Relationship

The City Attorney provides legal support and advice to the City Administrator as the chief executive officer of the City.. The City Administrator is responsible for carrying out and implementing Council policies. The City Attorney also keeps the City Administrator apprised of current relevant court rulings and legislation. The City Attorney may share confidential information obtained from the City Administrator with the Council if necessary to protect the best interests of the City, and vice versa.

G. Access to Information and Communications Flow

1. **Objectives:** It is the responsibility of staff to ensure Councilmembers have access to information from the City and to insure such information is communicated completely and with candor to those making the request. However, Councilmembers must avoid intrusion into those areas that are the responsibility of the staff. Individual Councilmembers may not intervene in staff decision-making, the development of staff recommendations, scheduling of work, and executing department priorities without the prior knowledge and approval of the Council as a whole. This is necessary to protect staff from undue influence and pressure from individual Councilmembers, and to allow staff to execute priorities given by management and the Council as a whole without fear of reprisal.
2. **Council Roles:** The full Council retains power to accept, reject, amend, influence, or otherwise guide and direct staff actions, decisions, recommendations, workloads and schedules, departmental priorities, and the performance of City business.

Individual members of the Council should not make attempts to pressure or influence staff decisions, recommendations, workloads, schedules, and department priorities without the prior knowledge and approval of the Council as a whole. If a Councilmember wishes to influence the actions, decisions, recommendations, workloads, work schedule, and priorities of staff, that member must prevail upon the Council to do so as a matter of Council policy.

Councilmembers also have a responsibility of the flow of information. It is critical that they make extensive use of staff and commission reports and commission minutes. Councilmembers should come to meetings prepared—having read the council agenda packet materials and supporting documents, as well as any additional information or memoranda provided on city projects or evolving issues. Additional information may be requested from staff, if necessary.

- 3. Access to Information:** Individual Councilmembers, as well as the Council as a whole, are permitted complete freedom of access to any information requested of staff and shall receive the full cooperation and candor of staff in being provided with any requested information. The City Administrator or City Attorney will pass critical information to all Councilmembers. The Council will always be informed by the City Administrator or City Attorney when a critical or unusual event occurs about which the public is concerned.

There are limited restrictions when information cannot be provided. Draft documents (e.g. staff reports in progress, administrative draft EIRs) are under review and not available for release until complete and after review by City management. In addition, there are legal restrictions on the City’s ability to release certain personnel information even to members of the Council. Certain aspects of police department affairs (access to restricted or confidential information related to crimes) may not be available to members of the Council. Confidential personnel information also has restrictions on its ability to be released. Any concerns Councilmembers may have regarding the release of information, or the refusal of staff to release information, should be discussed with the City Attorney for clarification.

H. Staff Relationship with Advisory Bodies

Staff support and assistance may be provided to commissions and task forces, but advisory bodies do not have supervisory authority over City employees. While staff may work closely with advisory bodies, staff members remain responsible to their immediate supervisors and ultimately the City Administrator and Council. The members of the commission or committee are responsible for the functions of the advisory body, and the commission or committee Chair is responsible for committee compliance with the policies outlined in the A.M.C.

Staff support includes preparation of a summary agenda and preparation of reports providing a brief background of the issue, a list of alternatives, recommendations, and appropriate backup materials, if necessary. Advisory body members should have sufficient information to reach decisions based upon a clear explanation of the issues. The assigned staff person serves as secretary, taking minutes as needed.

It is important that advisory bodies wishing to communicate recommendations to the Council do so through adopted or approved Council agenda procedures. In addition, when a commission or committee wishes to correspond with an outside agency, correspondence should be reviewed and approved by the Council. Individuals who would like a commission or committee to review a particular issue must also gain approval for such a request from the full Council. Staff members are to assist the advisory body Presiding Officer to ensure appropriate compliance with state and local laws and regulations.

I. Restrictions on Political Involvement by Staff

The City is a non-partisan entity. City staff make recommendations consistent with Council policy and for the good of the community and should not be influenced by political factors.

By working for the City, staff members do not surrender their rights to be involved in local elections in place to preserve those rights. However, there are limitations to such involvement.

1. **Management Staff:** The City Administrator strongly discourages any involvement in local campaigns even while on personal time. Such involvement erodes the tenet that staff are to provide an equal level of service to all members of the Council.
2. **General Employees:** These employees have no restrictions while off the job; however, no participation in campaigns or other activities may take place while on the job. No City resources may be used by staff in support of any campaign. Even while off the job, no employee may participate in campaigns or other political activities while in City uniform. For example, posing for a promotional photograph for a candidate for local office while in uniform is inappropriate. The support of the Council in these matters is requested. A Councilmember asking staff to sign petitions, or similar items can create an awkward situation.

J. General Conduct Expectations

Councilmembers are expected to uphold a high standard of civility towards each other and to abide by the City's Ethics and Civility Code. Civility is expected between Councilmembers, the public, and City staff while in Council meetings and when out in public. Rude behavior and profanity will not be tolerated.

While in public, Councilmembers should be aware that they are still viewed as elected representatives of the citizens of the City. As such, Councilmembers' behavior in public shall be appropriate and shall not include inappropriate gesturing (including, but not limited to, crude or offensive body language, gyrating, or other inappropriate body movements) or profanity.

While social media, with its use of popular abbreviations and shorthand, does not adhere to standard conventions of correspondence, the content and tenor of online conversations, discussions, and information posts should model the same professional behavior displayed during Council meetings and community meetings.

Social media sites are not to be used as mechanisms for conducting official City business other than to informally communicate with the public. Examples of business that may not be conducted through social media include making policy decisions, official public noticing and discussing items of legal or fiscal significance that have not been previously released to the public. Officials' social media site(s) should contain links directing users back to the City's official website for in-depth information, forms, documents or online services necessary to conduct official City business. Officials will not post or release proprietary, confidential, or sensitive information on social media websites.

Councilmembers must conduct themselves in a respectable manner so as to not damage the prestige of his or her elected title. In the performance of their official duties and in public, they should refrain from any form of conduct which may cause any reasonable person unwarranted offense or embarrassment.

A. Filling Council Vacancies

A vacancy on the City Council may be filled by appointment or call of a special election in the manner prescribed by law. Alternatively, the City Council may appoint a person to fill a vacancy on the City Council to hold office only until the date of a special election, which shall be immediately called to fill the remainder of the term. The special election may be held on the date of the next regularly established municipal election or other regularly established election to be held in the City more than one hundred fourteen (114) days from the call of the special election.^{xii}

B. Conflicts of Interest While Leaving Office

A public official may not use his or her official position to influence prospective employment. California law prohibits elected officials, who held a position with the agency from lobbying the agency, to take any action within one (1) year of official's departure from office or employment.^{xiii} However, the individual may appear before the agency with which the official worked if the official is appearing on behalf of another public agency.

C. Filling Vacancies for Boards, Commissions, or Advisory Groups

A vacancy on any one of the City's Boards, Commissions, or Advisory Groups may be filled by appointment by the Mayor with consent of the Council. Chapter 2, Section E of this Handbook shall be followed when filling vacancies for any Boards, Commissions, or Advisory Boards.

A. Policy

1. **Introduction.** The Council shall comply with the provisions of the Ralph M. Brown Act, the Open and Public Meeting Law (the “Brown Act”).
2. **Penalties and Applicability.** The intent of the Brown Act is to ensure that deliberation and actions of local public agencies are conducted in open and public at meetings.
 - a. **Penalties:** The law provides for misdemeanor penalties for members of a body who violate the Brown Act.^{xiv} Violations are also subject to civil action.^{xv}
 - b. **Applicability:** The Brown Act applies to the Council, all commissions, boards, and task forces that advise the Council. Staff cannot promote actions which would violate the Brown Act.

B. Meetings

1. **General.** All meetings shall be open and public. A meeting takes place whenever a quorum (three (3) or more members) is present and information about the business of the body is received; discussions qualify as a meeting. Social functions do not fall under the Brown Act unless City business is discussed.
2. **Serial Meetings.** These can take place, and are prohibited by the Brown Act, when any member of the Council or City staff contact more than two (2) Councilmembers for the purpose of deliberating or acting upon an item pending before the Council (does not apply to the public or media). Correspondence that merely takes a position on an issue is acceptable.

C. Procedure

The following procedure shall be followed:

1. **Posting the Agenda:** Agendas for regular meetings must be posted seventy-two (72) hours in advance of the meeting and must include the following:
 - a. Time and location of the meeting.
 - b. Description of the agenda items. The description should be reasonably calculated to adequately inform the public and should include the contemplated Council action.
 - c. **Public Comments Section.** A section providing an opportunity for members of the public to address the Council. (The public comments portion of the agenda meets this requirement).
 - d. **Agendas in uniform font.** Agendas for all Council meetings shall be in a font as deemed by the City clerk. The City shall comply with provisions of the Brown Act and the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132) in making the agenda and documents in the agenda packet available in appropriate alternative formats to persons with a disability.

D. Actions

No action can be taken on any item not appearing on the posted agenda.

E. Ex Parte Communication

All Councilmembers may have “ex parte” communications – meaning communications outside the meeting forum. However, such communication should not be encouraged, made, or accepted when such communication is designed to influence the official decision or conduct of the official or other officials in order to obtain a more favored treatment or special consideration to advance the personal or private interests of

himself or herself or others. As an example, Councilmembers should not communicate with the public via text message or other similar methods of electronic communication during Council meetings about City business. This guarantees that all interested parties to any matter shall have equal opportunity to express and represent their interests. The applicable California law, the Brown Act, is discussed in Chapter 10 of this Handbook and provides more detail as to Councilmembers' obligations under California state law.

Councilmembers who have ex parte communications with a party that appears before them at the meeting, should disclose that he or she had ex parte communication with the party. This can be done by stating that the Councilmember had ex parte communication with a party at a time in the meeting when the item is discussed.

Any written ex parte communication received by an official in a matter when all interested parties should have an equal opportunity for a hearing, shall be made a part of the record by the recipient.

A. Council Meetings

1. **Regular Meetings.** Consistent with the A.M.C., regular meetings of the Council shall be held the first and third Tuesdays of each month, commencing at 6:00 p.m. in the City Council Chambers, Angels City Fire Department, 1404 Vallecito Road, Angels, California 95222.^{xvi}
 - a. **Other Locations.** The Council may, from time to time, elect to meet at other locations within the City, and upon such election shall give public notice of the change of location in accordance with provisions of the Government Code.^{xvii}
 - b. **Location During Local Emergency.** If, by reason of fire, flood, or other emergency, it shall be unsafe to meet in the City Fire Department, the meetings may be held for the duration of the emergency at such other place as may be designated by the Mayor, or if the Mayor does not so designate, by the Vice Mayor or City Administrator.^{xviii}
 - c. **Holidays.** When the day for any regular meeting falls on a legal holiday, the regularly scheduled meeting for that day shall automatically be held on the next regular business day at the regular time and place unless canceled by the Council.^{xix}
2. **Special Meetings & Emergency Meetings.** Special meetings and emergency meetings of the Council may be called and held from time to time consistent with, and pursuant to, the procedures set forth in the Government Code.^{xx}
3. **Adjourned Meetings.** The Council may adjourn any regular, adjourned regular, special or adjourned special meeting to a time and place specified in the order of adjournment pursuant to the procedures set forth in the Government Code.^{xxi}
4. **Closed Session.** The Council may hold closed sessions during any regular or special meeting, or any time otherwise authorized by law, to consider or hear any matter which is authorized by State law to be heard in closed session. The general subject matter for consideration shall be expressed in open meeting before such session is held.^{xxii}
 - a. **Time Limit:** Closed Sessions may begin earlier than 6:00 p.m., as needed, as long as the closed session items are agendaized and the time for their consideration is specified in the agenda.^{xxiii} Closed session must conclude promptly at 6:00 p.m. regardless of whether there is a pending action that must be taken. Closed session may be continued and reconvened after the regular meeting to finish any unfinished agenda items.
5. **Cancellation of Regular Meetings.** Any meeting of the Council may be canceled in advance by a majority of the Council.
6. **Quorum.** A majority of the Council constitutes a quorum for transaction of business. Less than a majority may adjourn from time to time and compel attendance of absent members in the manner and under the penalties prescribed by ordinance.^{xxiv} If all Councilmembers are absent from any regular meeting, the City Clerk shall declare the meeting adjourned to a stated day and hour. The City Clerk shall cause a written notice of the adjournment to be delivered personally to each Councilmember at least three (3) hours before the adjourned meeting.^{xxv}
7. **Chair.** The Mayor shall preside over all Council meetings. The Mayor shall have the authority to preserve order at all Council meetings, to call for the removal of any person or persons from any meeting of the Council for disorderly conduct, to interpret and enforce the procedural guidelines of the

- a. Absence of Mayor - The Vice Mayor shall act as Mayor in the absence or disability of the Mayor.^{xxvii}
 - b. Mayor & Vice Mayor Absence - When the Mayor and Vice Mayor are absent from any meeting of the Council, the Councilmembers present may choose another member to act as Vice Mayor, and that person shall, during that meeting, have the duties of the Mayor.^{xxviii}
 - c. Presiding Officer – The Presiding Officer for any City appointed or created commissions, committees and boards shall preside over public meetings of such commissions, committees and boards.
8. **Attendance by the Public.** Except as specifically provided by law for closed sessions,^{xxix} all meetings of the Council shall be open to the public in accordance with the terms, provisions and exceptions consistent with State law.^{xxx}
 9. **Action Minutes.** The City Clerk, or his or her designee, will maintain a written record and attest to the proceedings of the Council in the form of action minutes. Action minutes will include final motions with votes of the Council and reflect the names of public speakers.^{xxxi}
 10. **Recordings of Meetings.** Recordings of proceedings shall be made and shall be retained for record for the City Council and Planning commission by the City Clerk.^{xxxii}

B. Policy Decision Making Process

1. **Ad-Hoc and Standing Committees.** Committees provide a great deal of assistance to the City Council when formulating public policy. The City has the following standing committees:
 - a. CPPA (Calaveras Public Power Agency)
 - b. CSEDD (Central Sierra Economic Development District)
 - c. COG (Council of Governments)
 - d. LAFCO (Local Area Formation Commission)
 - e. SWM (Solid Waste Management)
 - f. UWPA (Utica Water and Power Authority)

In addition, special purpose task forces (ad-hoc committees) are often appointed by the City Council to address specific issues of interest for a limited duration. These ad hoc committees are dissolved upon completion of the intended task. Committees and task forces are purely advisory to the Council and, in some situations, staff. Standing Committees and Ad-Hoc Committees will consist of two (2) Councilmembers, in order to avoid Brown Act violations, and are appointed by the Mayor. Typically, committee appointments are made on an annual basis and are made at the first meeting of each calendar year. The Mayor may solicit interest from Councilmembers to serve on committees but final selection of committee participation is a majority vote of the City Council.

2. **Study Session.** Study session items are placed on agendas for the purpose of open discussion. During study sessions, Councilmembers may hear reports from staff or others, ask questions, or invite public input.
3. **Town Hall or Community Meetings.** Such meetings may be held by an individual Councilmember and are not considered official governmental committees or Council meetings. Town Hall or Community Meetings do not require formation or appointment by the Mayor or Council. The Councilmember shall disclose this fact at their town hall meeting(s). To avoid possible Brown Act violations, only two (2) Councilmembers may participate in the discussion at a Town Hall or Community Meeting.

A. General Order

The business of the Council at its meetings will generally be conducted in accordance with the following order of business unless otherwise specified. A closed session may be held at any time during a meeting consistent with applicable law.

1. CLOSED SESSION (IF NECESSARY)

- a. The Council meets from time to time in closed sessions which are duly held meetings or a portion thereof, at which certain actions may be taken and are not open to the public and news media. These are:
 1. Closed sessions held at such times pursuant to Government Code Section 54957.6 where the Council meets with its designated representatives prior to and during consultation and discussions with representatives of employee organizations.
 2. Security or emergencies.
 3. Personnel sessions.
 4. Closed sessions to consider potential or pending litigation in which the City or an officer or employee is or could be a party.
- b. The Council must adhere to the time limits for closed session in order to begin the regular meeting in a timely manner. If the Council does not conclude the closed session in the required timeframe as set forth in the Agenda, the Council will temporarily continue the closed session meeting until the close of the regular meeting.

2. REGULAR MEETING**3. ROLL CALL****4. PLEDGE OF ALLEGIANCE****5. ROLL CALL****6. REPORT OUT OF CLOSED SESSION****7. PRESENTATIONS/PROCLAMATIONS/RECOGNITION.**

All special presentations, proclamations and recognitions will be calendared and coordinated through the Mayor, City Clerk, or City Administrator.

8. APPROVAL OF THE AGENDA AS POSTED (OR AMENDED)**9. PUBLIC COMMENT (NON-AGENDA ITEMS)****10. CONSENT CALENDAR.**

All matters listed under the Consent Calendar are considered by the Council to be routine and will be acted upon in a single motion. Separate discussions of these items may be requested by a

Councilmember or staff member prior to the time the Council considers the motion member of the public may pull an item from the consent calendar.

Agenda items requested for removal from the consent calendar by Councilmembers or staff will be considered at the beginning of the “Unfinished Business” Section of the agenda. Members of the public may request the removal of agenda from the consent calendar. A Councilmember may vote “no” on any consent item without comment or discussion. Any substantive Council comments, questions or discussion on an item will require removal of the item from the consent calendar.

- 11. PUBLIC HEARINGS.** The guidelines for conducting public hearings are discussed below in sub-section B of this Chapter.
- 12. UNFINISHED BUSINESS**
- 13. NEW BUSINESS**
- 14. ITEMS FROM THE CITY TREASURER**
- 15. ITEMS FROM THE CITY ATTORNEY**
- 16. ITEMS FROM THE CITY ADMINISTRATOR**
- 17. COUNCIL REPORT**
- 18. CALENDAR**
- 19. FUTURE AGENDA ITEMS.**
- 20. ADJOURNMENT TO NEXT REGULAR MEETING OF (Date)**

B. Action on Agenda Items

In accordance with the Ralph M. Brown Act, the Council may not take action on any item that did not appear on the posted Council agenda seventy-two (72) hours prior to the Council meeting unless an exception is made as permitted by the Government Code.^{xxxiii}

C. Items Placed on Written Agenda

Items of business shall be placed on the written agenda prior to the deadline announced or observed for the preparation thereof, at the request of the City Administrator or the City Attorney.

Any member of the City Council may place an item on a future agenda by making a formal request to the City Administrator at a meeting of the City Council. The City Administrator will place City Council items on a future City Council agenda when reasonable based on the staff time and research necessary to prepare the item for City Council consideration.

D. Items from the City Council, City Treasurer, City Administrator, or City Attorney

These sections of the agenda provide the opportunity for brief comment on items of interest to the public, which can include City events, business, operations, or projects, and other items of general interest.^{xxxiv}

E. Public Hearings:

1. **General Procedure.** Certain actions of the Council require a public hearing, wherein the Council receives an opportunity to provide testimony in front of the Council to adopt a resolution, introduce an ordinance, or approve a document. Zoning ordinances always require a public hearing. Check with the City Attorney if in doubt as to whether a public hearing is required. The Council procedure for the conduct of public hearings is generally as follows:
 - a. The Staff Presents its Report. After the Mayor/Presiding Officer announces the item as it appears on the agenda, City staff will give a presentation to the City Council and the public on the staff report prepared for the matter.
 - b. Initial Questions to Staff by the Council. Prior to opening a public hearing on a matter, Councilmembers may ask questions of staff or third-party consultants regarding the staff report and the item.
 - c. Mayor/Presiding Officer Opens the Public Hearing:
 - i. Applicant or Appellant Presentation. The applicant or appellant then has the opportunity to present comments, testimony, or argument.
 - ii. Public Testimony. Members of the public are provided with the opportunity to present their comments, testimony, or argument. Members of the public presenting comments, testimony, or argument will follow the following guidelines:
 1. Members of the Public Request to Speak. Any person desiring to speak or present evidence shall make his or her presence known to the Mayor/Presiding Officer and upon being recognized by the Mayor/Presiding Officer, the person may speak or present evidence relevant to the matter being heard. No person may speak without first being recognized by the Mayor/Presiding Officer.
 2. Council Questions of Speakers. Members of the Council who wish to ask questions of the speakers or each other during the public hearing portion may do so but only after first being recognized by the Mayor/Presiding Officer.
 3. Public Oral Presentations. All Council guidelines pertaining to oral presentation by members of the public apply during public hearings. These guidelines are discussed below in Chapter 13: "Addressing the Council."
 4. Materials for Public Record. All persons interested in the matter being heard by the Council shall be entitled to submit written evidence or remarks, as well as other graphic evidence.
 5. Germane Comments. No person will be permitted during the hearing to speak about matters or present evidence which is not germane to the matter being considered. A determination of relevance shall be made by the Mayor/Presiding Officer but may be appealed to the full Council.
 - i. The applicant or appellant is given an opportunity for rebuttal or closing argument.
 - ii. The public input portion of the public hearing is closed.
 - d. Questions and discussion from the Council. Councilmembers should not express their opinions

on an item prior to the close of the public hearing, as the Councilmembers should not express an opinion until after all testimony has been received. Questions and comments from the Council should not be argumentative, and the Council should not engage in debates with staff, or those members of the public testifying to an opinion, until after all testimony has been received.

Any Councilmember shall have the right to express dissent from, or protest to, any action of the Council and have the reason entered into the minutes. If the dissenting Councilmember desires such dissent or protest to be entered into the minutes, this should be made clear by language such as "I would like the minutes to show that I am opposed to this action for the following reasons..."

- e. Council decision occurs. Once the Council completes its discussion of the matter, a Councilmember may make a motion to take action on the item. A Councilmember may also make a motion to table, amend, substitute, postpone, or continue the matter, pursuant to these Procedures. If the Council is unsuccessful in carrying a motion on the matter before the adjournment of the meeting, the motion shall be deemed to have failed.
 - f. The Mayor/Presiding Officer will announce the final decision of the Council.
- F. Time for Consideration.** Matters noticed to be heard by the Council will commence at the time specified in the notice of hearing, or as soon thereafter as is reasonably possible and will continue until the matter has been completed, or until other disposition of the matter has been made.
- G. Continuance of Hearing.** Any hearing being held, noticed, or ordered to be held by the Council at any meeting of the Council may, by order, notice, or continuance, be continued or re-continued to any subsequent hearing.
- H. Communications and Petitions.** Written communications and petitions concerning the subject matter of the hearing will be noted and summarized by the Mayor/Presiding Officer. A reading in full shall take place where a majority of the Council votes to have that correspondence read into the record.
- I. Ex-Parte Contacts.** Should a Councilmember and one (1) or more members of the public make contact outside of the hearing process regarding a matter which is, or may be, before the Council for a quasi-judicial hearing, as soon as the Council is informed that the matter will come before it as a quasi-judicial hearing, that Councilmember must disclose the substance of the contact and the names of the parties on the record at the beginning of the Council's quasi-judicial hearing. Visits by Councilmembers to sites or properties that are the subject of such pending hearings, shall also be disclosed at the beginning of the Council's quasi-judicial hearing.
- J. Resolutions.** A resolution is generally adopted by the Council to deal with temporary or special matters, such as when the Council makes only a factual determination or certification that certain necessary conditions or requirements set by statute or ordinance have been met. Resolutions can also express opinions of the legislative body or set temporary standards (i.e. amount of permit processing fees that may be changed again by future resolutions). Resolutions are recorded and kept on file with the City Clerk.^{xxxv} A resolution is less formal than an ordinance because it does not become part of the municipal code.

- K. **Ordinances.** An ordinance is a law that the Council adopts and in most cases is codified into the means of the published municipal code. An ordinance is the most binding and permanent type of Council action and usually may only be repealed or amended by a subsequent ordinance. Ordinances must be publicly read aloud at two (2) Council meetings: introduced at one (1) meeting and adopted at the subsequent meeting (most often at the next meeting). Ordinances may not be passed within five (5) days of introduction unless they are urgency ordinances.^{xxxvi} A public hearing notice must be published at least ten (10) days prior to the first reading of the ordinance.^{xxxvii}
- L. **Urgency Ordinances.** An urgency ordinance is a special type of ordinance that is only brought once before the Council for a vote.^{xxxviii} It does not go on the Consent Calendar and usually cannot be codified into the municipal code.
- M. **Voting & Publishing Requirements for Resolutions and Ordinances.**
1. **Voting.** All resolutions and ordinances require a recorded majority vote of the total membership of the Council.^{xxxix} Ordinances shall be signed by the Mayor and attested by the City Clerk.^{xl}
 2. **Publishing.** The rates of taxes to be levied, or the amount of revenue required to be raised by taxation, may be fixed either by ordinance or resolution. Where the tax rate or the amount of revenue required to be raised by taxation is fixed by resolution, such resolution shall be published in the same manner and within the same time as ordinances are required to be published.^{xli} Within fifteen (15) days after the ordinance passes, the City Clerk shall cause each ordinance to be published at least once, with the names of those City Councilmembers voting for and against the ordinance, in a newspaper of general circulation circulated in the City of Angels.^{xlii} Ordinances shall not be published in a newspaper if the charge exceeds the customary rate charged by the newspaper for publication of private legal notices, but these ordinances shall be posted in the manner and at the time required by the Government Code.^{xliii} Except as provided in Section 36937 of the Government Code, an ordinance shall not take effect or be valid unless it is published or posted pursuant to Government Code Section 36933 and not until thirty (30) days after the final passage of an ordinance. The publication and posting of ordinances may be satisfied by the actions prescribed in Government Code Sections 36933(c)(1) and 36933(c)(2).
 3. **Exceptions to Publishing Requirement.** An ordinance takes effect immediately if it is an ordinance: (i) relating to an election; (ii) for the immediate preservation of public peace, health or safety, containing a declaration of the facts constituting the urgency, and is passed by a four-fifths vote of the Council; (iii) relating to street improvement proceedings; (iv) relating to taxes for the usual and current expense of the City; or (v) covered by particular provisions of law prescribing the manner of its passage and adoption.^{xliv}

A. General Procedures

It is the policy of the Council not to become involved in the protracted discussion over parliamentary procedure. Consistent with any City ordinance, statute or other legal requirement, any issue of procedure relating to conduct of a meeting or hearing not otherwise provided for herein may be determined by the Mayor, subject to appeal to the full Council.

B. Authority of the Mayor/Presiding Officer

Subject to appeal to the full Council, the Mayor/Presiding Officer shall have the authority to prevent the misuse of motions, or the abuse of any privilege, or obstruction of the business of the Council by ruling any such matter out of order. In so ruling, the Mayor/Presiding Officer shall be courteous and fair and should presume that the moving party is acting in good faith.

C. Mayor to Facilitate Council Meetings

The Council delegates the responsibility and expands the role of Mayor/Presiding Officer to include the facilitation of Council meetings. In the role as facilitator, the Mayor/Presiding Officer will assist the Council to focus on their agenda, discussions and deliberations.

D. Deliberation & Order of Speakers

The Mayor/Presiding Officer is delegated the responsibility to oversee the debate and the order of speakers. Speakers will generally be called upon in the order they request to speak as recognized by the Mayor/Presiding Officer.

E. Limit Deliberation to Item at Hand

Councilmembers will limit their comments to the subject matter, item or motion being currently considered by the Council.

F. Length of Council Comments

Council members will govern themselves as to the length of their comments or presentations. The Council delegates to the Chair the responsibility of assisting the Council by signaling if a Councilmember has been speaking for an excessive time period.

G. Limitations of Debate

Councilmembers will be allowed to speak once before the Mayor/Presiding Officer opens the matter for public comment. Councilmembers may speak a second time after the close of public comment if more time is allowed by the Mayor/Presiding Officer or the majority of the Council. Comments from Councilmembers are limited to five (5) minutes for each Councilmember, unless the Council, by concurrence, extend such time.

H. Obtaining the Floor

Any member of the Council wishing to speak must first obtain the floor by being recognized by the Mayor. The Mayor must recognize any Councilmember who seeks the floor when appropriately entitled to do so.

I. Motions

Motions may be made by any member of the Council, including the Mayor, providing that before a motion is offered by the Mayor, the opportunity for making a motion is offered to the other Councilmembers. Any members of the Council, other than the person offering the motion, may second the motion.

- 1. Procedure for Motions:** Before a motion can be considered or debated, it must be seconded. Once the motion has been properly made and seconded, the Mayor shall open the matter for discussion offering the first opportunity to the moving party and, thereafter, to any Councilmember properly

recognized by the Mayor. Once the matter has been fully discussed and the vote is called for, discussion will be allowed; however, Councilmembers may be allowed to explain their vote.

- a. Process to Make and Second a Motion. Councilmembers wanting to make or second a motion may do so through a verbal request to the Mayor.

2. Precedence of Motions: When a motion is on the floor, no other motion shall be entertained except the following, which shall have precedence in the following order:

- a. Motion to Adjourn the Meeting (not debatable). A motion to adjourn shall be in order at any time, except as follows:
 - i. When repeated after defeat without any intervening business or discussion.
 - ii. When made as an interruption of a Councilmember who is speaking.
 - iii. While a vote is being taken.

A motion to adjourn “to another time” shall be debatable only as to the time which the meeting is adjourned

- b. Motion to Fix Hour of Adjournment. Such motion shall be set to a definite time at which to adjourn and shall be undebatable and unamendable except to the time set. Notice of the adjournment and the date of the subsequent meeting shall be conspicuously posted on or near where the meeting was held within twenty-four (24) hours of the adjournment. ^{xlv}

If the subsequent meeting occurs within five (5) days of the original meeting, the Council may consider matters placed on the original meeting agenda without posting a new agenda. If the subsequent meeting occurs more than five (5) days from the original meeting, a new agenda must be prepared and posted. ^{xlvi}

- c. Motion to Table. A motion to table shall be used to temporarily bypass the subject. A motion to table shall be undebatable and shall preclude all amendments or debate of the subject under consideration. The tabled item may be “taken from the table” at any time by a motion made prior to the end of the meeting. If the item is not taken from the table prior to the end of the meeting, it shall be placed on a future agenda as a new matter.
- d. Motion to Amend. A motion to amend can be made after a motion is introduced and seconded. A motion to amend shall be debatable only as to the amendment. A motion to amend an amendment shall be in order, but a motion to amend an amendment to an amendment shall not be in order. An amendment modifying the intention of a motion shall be in order, but an amendment relating to a different matter shall not be in order. A motion to amend shall be voted on first, followed by a vote on the original motion, as amended or as originally stated, depending on whether the motion to amend carries.
- e. Motion to Substitute. A motion to substitute can be made after a motion is introduced and seconded. A substitute motion on the same subject shall be acceptable and voted on before a vote on a motion to amend the main motion amendment.
- f. Motion to Continue. Motions to continue to a definite time shall be amendable and debatable as to the propriety of postponement and time set. If desired, the Councilmember who initiates the

motion to continue may also move to reopen the hearing to receive further testimony.

3. **Motions Introducing Ordinances.**^{xlvii} Ordinances shall not be passed within five (5) days of their introduction unless they are urgency ordinances. Ordinances may only be passed at a regular meeting and must be read in full at the time of introduction and passage except when, after reading the title, further reading is waived. Motions introducing ordinances for adoption at a future meeting are deemed to include a waiver by the Council of the full reading of the text and title of the proposed ordinance unless the motion is otherwise specifically so provided. When ordinances, other than urgency ordinances, are altered after introduction, they shall be passed only at a regular meeting held at least five (5) days after alteration. Corrections of typographical or clerical errors are not considered alterations for purposes of this paragraph.

J. Voting Procedures

Any Councilmember present at a meeting when a question comes up for a vote should vote for or against the measure unless he or she is disqualified from voting and abstains because of such disqualification. All votes shall be roll call votes, except for minute actions. Minute actions may be taken by voice vote. The results reflecting all "ayes" and "noes", and "abstentions" must be clearly set forth for the record. Raised hands can reflect an "aye", "no", or "abstention" vote but the record shall reflect each raised hand vote.

1. **Abstention:** An abstention does not count as a vote for or against a matter. If a Councilmember abstains, he or she is counted as present for quorum purposes but is not deemed to be "voting" for purposes of determining whether there has been a "majority vote of those members present and voting." If a Councilmember abstains from voting on the grounds that he or she has or may have a conflict of interest, that abstention shall be made either at the beginning of the Council consideration of the matter, or as soon as the Councilmember recognizes that he or she may have such a conflict or potential conflict. In addition, the Councilmember shall state for the record the precise nature of the interest which he or she may have that creates the conflict or potential conflict and shall leave the Council Chamber during discussion of the item when required to do so by the Political Reform Act.^{xlviii}
2. **Tie Votes:** A tie vote results in a lost motion. In such an instance, any member of the Council may offer a motion for further action. If there is no action by an affirmative vote, the result is no action. If the matter involves an appeal and an affirmative vote does not occur, the result is that the decision appealed stands as decided by the decision-making person or body from which the appeal was taken.
3. **Motion for Reconsideration:** Motions for reconsideration of a matter may only be made at the same meeting at which the Council takes action on a matter. Such motion may only be made by a Councilmember who voted with the side that prevailed on the matter in question. With regard to a tie vote resulting in a lost motion, the prevailing side will be deemed to be those Councilmembers who voted in the negative. Any member of the Council may second a motion for reconsideration.

K. Non-Observance of Guidelines

The guidelines are adopted to expedite and facilitate the transaction of the business of the Council in an orderly fashion and shall be deemed to be procedural only. The Council shall not be required to follow formal organizational procedures such as Robert's Rules of Order. Failure to strictly observe the guidelines shall not affect the jurisdiction of, or invalidate any action taken by the Council.^{xlix}

L. Non-Exclusive Guidelines

These guidelines are not exclusive and do not limit the inherent power and general legal authority of the Council, or of the Mayor/Presiding Officer, to govern the conduct of Council meetings as may be considered appropriate from time to time or in particular circumstances for purposes of orderly and effective conduct of the affairs of the City.

A. Oral Presentations by Members of the Public

The rules governing oral presentations by members of the public at Council meetings are as follows:

1. The person is requested to come to the podium, state his or her name and address for the record (although not required), and, if speaking for an organization or other group, identify the organization or group represented.
2. All remarks should be addressed to the Council as a whole, not to individual members thereof.
3. Questions, if any, should be directed to the Mayor/Presiding Officer who will determine whether, or in what manner, an answer will be provided.

B. Public Comment

Public Comment is that period set aside at Council meetings for members of the public to address the Council on items of City business other than scheduled agenda items. The Public Comment portion of the Council meeting is the opportunity for members of the public to address the Council in compliance with the Government Code.

1. **Timing.** Public Comment for each speaker is limited to five (5) minutes, unless the Council, by concurrence, extend such time. Members of the public may not yield any portion of their individual public comment time to other speakers.
2. **City Matters.** Presentations under Public Comment are limited to items within the subject matter jurisdiction of the City.

C. Agenda Item Oral Presentation

Any member of the public wishing to address the Council orally on City business matters appearing on the Council agenda may do so when that item is taken up by the Council, or as otherwise specified by the Council or the Mayor/Presiding Officer.

1. **Presentations Submitted in Writing.** Persons who anticipate oral presentations exceeding three (3) minutes are encouraged to submit comments in writing, in advance, to the care of the City Clerk, for prior distribution to the Council and other interested parties. Submission of comments in writing is encouraged in lieu of possible lengthy oral presentations which may not be permitted.
2. **Timing.** Comments by the public on City business matters appearing on the agenda may do so once the Mayor/Presiding Officer opens the matter for public comment. Members of the public may speak a second time after the close of public comment only if more time is allowed by the Mayor/Presiding Officer or the majority of the Council.
3. **Assigning Time.** Persons wishing to assign their time for oral presentations to other individuals may do so only with authorization of the Mayor/Presiding Officer or a majority of the Council.
4. **Reading Written Comments.** Persons wishing to read written comments into the record may do so only with authorization of the Mayor/Presiding Officer or a majority of the Council. Additional procedures for written comments is detailed below.

D. Speaker Time Limits for An Agenda Item

In order to expedite matters and to avoid repetitious presentations, whenever any group of persons wishes to address the Council on the same subject matter, the Mayor/Presiding Officer may request that a spokesperson

be chosen by the group, and in case additional matters are to be presented by any other member that there be a limit on the number of such persons addressing the Council. A specific time limit may also be set for the total presentation. No group shall arrange themselves so as to use individual speakers' times in sequential order to circumvent the time limits.

E. Waiver of Guidelines

Any of the foregoing guidelines may be waived by majority vote of the Councilmembers present when it is deemed that there is good cause to do so based upon the particular facts and circumstances involved.

F. Decorum

It is crucial that the public have confidence in the integrity of its local government. Further, to ensure that the City's business is conducted in a manner that is both professional and efficient, it is important that all participants in the process exercise decorum and civility.

The Mayor/Presiding Officer shall maintain order, decorum, and the fair and equitable treatment of all speakers. The Mayor/Presiding Officer shall keep discussions and questions focused on the specific agenda item under consideration.

Councilmembers shall perform their duties in accordance with the City's processes and rules of order governing the deliberation of public policy issues, the involvement of the public, and the implementation of policy decisions of the Council by City staff. They shall work together collaboratively, assisting each other in conducting the affairs of the City. Councilmembers shall fully participate in public meetings, in both the open and closed sessions, while demonstrating respect and courtesy to others. City Officials shall stay focused, stay on topic and act efficiently during public meetings. They shall refrain from interrupting other speakers or otherwise interfering with the orderly conduct of the meetings.

No person shall engage in harassment of another person during a public meeting. Harassment includes but is not limited to:

1. Verbal harassment such as racial epithets, derogatory comments, or slurs;
2. Physical harassment such as assault, impeding or blocking movement, or any other physical interference or threat directed at an individual;
3. Sexual harassment such as unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature, such as name calling, suggestive comments, or lewd talks and jokes that unreasonably interferes with an individual's work performance or has the purpose or effect of creating an intimidating, hostile, or offensive work environment.

During public meetings, all present shall:

4. Preserve safety and order;
5. Not block the audience or camera from viewing the proceedings;
6. Not engage in disruptive behavior, including but not limited to heckling, whistling, yelling, and other similar demonstrations;
7. Not willfully disrupt the peace and order of the meeting;
8. Listen to others respectfully and not interrupt those who are speaking;

9. Refrain from making comments that personally attack an individual in a way that disrupts otherwise impedes orderly conduct;
10. Avoid the use of profanity, obscene language, and threats that disrupt, disturb, or otherwise impede orderly conduct;
11. Not using unlawful physical force. Physical force includes but is not limited to: grabbing, pushing, slapping, punching, kicking, or otherwise striking the body of another or an object attached to another's body;
12. Not harass any other person in any way.
13. Avoid obscene gestures or motions that could be viewed as threatening or an effort to intimidate. Unacceptable gestures include but are not limited to. those of a sexual nature, finger pointing and fist shaking in an overly aggressive or accusatory manner, miming the use of weapons or other violent acts, and other movements that could be seen as threatening; and
14. Avoid raising voices beyond what is necessary to be heard by the audience.

Unruly conduct that disrupts the meeting such as undue noise, hissing, profanity, inappropriate applause, insults or physical disturbance shall not be permitted.

If these rules are violated, the City has the following recourse:

15. The Mayor/Presiding Chair can call a point of order;
16. A Councilmember present at the public meeting may move to require the Mayor/Presiding Chair to enforce the rules and upon majority vote, the Mayor/Presiding Chair shall be required to do so;
17. The Mayor/Presiding Chair may instruct the Chief of Police, or another member of the police department designated by the Chief of Police to enforce the rules;
18. The Chief of Police or other members of the police department designated by the Chief of Police to enforce the rules may order an individual to sit, refrain from addressing the Council, board or commission, or remove the disruptive person from the meeting.

Any person making personal, impertinent, or derogatory remarks, or who shall become boisterous while addressing the Council, shall be barred from further audience before the Council at said meeting by the Mayor/Presiding Officer unless permission to continue is granted by a majority of the Council.¹

Chapter 14: Application of Rules to City Commissions and Other City Sponsored Publicly Held Meetings

A. Applicability of Rules

1. All rules regarding the Conduct of City Officials shall apply to individuals serving as Commissioners or Board members in other appointed positions on City commissions and boards. Currently, the Planning Commission is the City's only standing commission.
2. Members of the public shall abide by the rules governing addressing the Council when addressing a City-created board or commission.
3. All Public Hearings held by City appointed boards and commissions shall be conducted by the rules contained herein under Chapter 11, Section E: Public Hearings.
4. All internal references to the Mayor/Presiding Officer in this handbook shall apply to commission chairpersons in chairing commission meetings.

B. Planning Commission

1. Meetings

a. Regular Meetings:

- i. Planning Commission regular meetings shall be held the second Thursday of each month, commencing at 5:00 p.m. in the City Council Chambers.

- b. Quorum: A majority of the full Planning Commission shall constitute a quorum, but a lesser number may adjourn from time to time.

A majority of the voting members of the Planning Commission shall constitute a quorum for the purpose of conducting routine business. The affirmative vote of a majority of the voting members shall be required for the approval of any general plan element or amendment thereto, any rezone, variance, use permit, tentative map or other planning commission action (AMC 17.85.050)

- c. Chairman ("Chair"): the Chair for each Commission shall preside over that Commission's meetings. He or she shall be elected by a majority vote of the Commission to serve for a designated term. The Chair shall have authority to preserve order at that Commission's meetings, to call for the removal of any person(s) from any meeting of the Commission for disorderly conduct, to see that all actions of the Commission are properly taken, to sign documents of the Commission, to interpret and enforce the procedural guidelines of the Commission and to determine the order of business under the guidelines of the Commission. AMC Section 17.85.030 further details the duties of the Planning Commission Chair.
 - i. *Absence of Chair*: the Vice Chairman ("Vice Chair") shall act as Chair in the absence or disability of the Chair. The Vice Chair shall be elected by a majority vote of the Commission in which he or she sits.
 - ii. *Absence of Chair and Vice Chair*: When the Chair and Vice Chair are absent from any meeting of his or her Commission, the members present may choose another member to act as Chairman pro tem, and that person shall, during the meeting, have the duties of the Chair.

- d. Planning Commission meeting rules are detailed in AMC Sections 17.85.060 and 17.85.070.

C. Order of Business

- a. The Planning Commission’s Order of Business procedures are detailed in AMC Sections 17.85.060 through 17.85.090.

D. **General Order** - The business of the Commission at their meetings will generally be conducted in accordance with the following order of business unless otherwise specified. A closed session may be held at any time during a meeting consistent with applicable law.

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF THE AGENDA AS POSTED (OR AMENDED)

APPROVAL OF MINUTES

PUBLIC COMMENT (NON-AGENDA ITEMS)

PLANNING COMMISSION BUSINESS

COMMITTEE REPORTS

ADJOURNMENT

The Planning Commission’s Order of Business is as prescribed in AMC Section 17.85.070.

E. Administrative Rules

- 1. Request for Research or Information: Planning Commissioners may request information or research from Planning staff . Commissioners may request information or research from the Operations Director. Requests for new information or policy direction will be brought to the full Commission for consideration at a regular meeting. All written products will be copied to the full Commission.
- 2. Inappropriate Actions: The Commissions delegate to the Chair the responsibility to discuss, on behalf of the full Commission, any perceived or inappropriate action by a Commissioner. The Chair will discuss with the Commissioner the action and suggest a more appropriate process or procedure to follow. After this discussion, if further inappropriate action continues, the City Administrator will report the concern to the full Commission.
- 3. Agendas in Uniform Font: Agendas for all Commission meetings shall comply with provisions of the Brown Act and the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132) in making the agenda and documents in the agenda packet available in appropriate alternative formats to persons with a disability.

4. Agenda Materials Delivery: Delivery of the agenda materials to the Planning Commission be on or before the evening of the Friday preceding the regular meeting. As necessary, supplemental materials may be delivered subsequent to the preceding Friday.
5. Procedural Guidelines: The procedural guidelines for the Planning Commission may be amended at any meeting of the Planning Commission by a majority of the full membership (AMC 17.85.190)
6. Distribution: Each member of the Commission, including new members as they are appointed, shall be provided a copy of these Guidelines by the City Clerk or Planning staff
7. Vacancy Caused by Absence: Pursuant to AMC 17.85.060, the secretary of the Planning Commission shall report the absence of any member at three consecutive meetings without an acceptable excuse. This may be grounds for the Planning Commission to recommend the removal of that member from the Commission.
8. An "acceptable excuse" shall constitute the following:
 - i. Absence due to illness, with notice to the Secretary of the Commission; or
 - ii. Absence due to unavoidable circumstances and with notice to the Secretary of the Commission before the date of the meeting from which he or she will be absent with a written explanation of the reason for the absence.
9. Officers-Election: At its regular meeting in July of each year or soon thereafter as possible, the Commission shall elect a Chair and Vice-Chair.
10. Adjournment Time: Per AMC 17.85.060, No public hearing will commence after ten p.m., and no item of business will commence after eleven p.m. for the Planning Commission. Scheduled items which cannot be heard because of lack of time will be continued to the earliest possible date.
11. Attendance: Each member of the Commission who has knowledge of the fact that he or she will not be able to attend a scheduled meeting of the Commission shall notify the Secretary of the Commission at the earliest possible opportunity and, in any event, prior to 5:00 p.m. on the date of the meeting. The Secretary shall notify the Chair of the Commission in the event that the projected absences will result in a lack of quorum.
12. Subcommittees: The Commission may from time to time, at the recommendation of staff, the request of the Council, or of its own volition, determine that a subcommittee should be formed to perform some function on behalf of the Commission. Such subcommittee assignments usually involve some degree of research or analysis with a report back to the full Commission for consideration of the subcommittee's recommendation(s). Formation of any such subcommittee will require consideration by the Commission as a regular agenda item wherein the Commission will discuss and define the roles and responsibilities of the subcommittee and by consensus name a Commission representative to any such subcommittee.
13. Appeals: Pursuant to the A.M.C., Section 17.81.010, or as amended, the Commissions act as advisory bodies to the City Council. On those rare occasions where a Commission acts as the decision-making body, said decision may be appealed to the City Council.
14. Continuance of Advisory Items: The following rules relate to advisory items, that is, items where the Commission offers recommendations to the City Council for final action. For example, Planning

Commission rulings on zoning amendments or general plan updates are advisory items before the City Council for ultimate determination. The following rules serve to ensure advisory items arrive to the City Council for review within a reasonable time:

- i. The Commission may continue or postpone advisory items for further consideration, but the Commission must reconsider the item at its next regular meeting. Therefore, any continuance of the item without an official ruling shall automatically reappear on the agenda for the Commission's next regular meeting.
- ii. The Commission shall not continue or postpone advisory items for further consideration, without offering final recommendations to the City Council, more than twice (2).
- iii. Where the Commission fails to rule on the advisory item after having continued the item two (2) times, the Commission has forty (40) days from the second continuance to render its official recommendation to the City Council. Failure to render a final ruling on the item at a third consecutive meeting shall constitute an automatic recommendation of the item, as is and without modifications, for adoption by the City Council.

Appendix A

The mission of ICMA is to create excellence in local governance by developing and fostering professional local government management worldwide. To further this mission, certain principles, as enforced by the Rules of Procedure, shall govern the conduct of every member of ICMA, who shall:

Tenet 1

Be dedicated to the concepts of effective and democratic local government by responsible elected officials and believe that professional general management is essential to the achievement of this objective.

Tenet 2

Affirm the dignity and worth of the services rendered by government and maintain a constructive, creative, and practical attitude toward local government affairs and a deep sense of social responsibility as a trusted public servant

Tenet 3

Be dedicated to the highest ideals of honor and integrity in all public and personal relationships in order that the member may merit the respect and confidence of the elected officials, of other officials and employees, and of the public.

Tenet 4

Recognize that the chief function of local government at all times is to serve the best interests of all people.

Tenet 5

Submit policy proposals to elected officials; provide them with facts and advice on matters of policy as a basis for making decisions and setting community goals; and uphold and implement local government policies adopted by elected officials.

Tenet 6

Recognize that elected representatives of the people are entitled to the credit for the establishment of local government policies, responsibility for policy execution rests with the members.

Tenet 7

Refrain from all political activities which undermine public confidence in professional administrators. Refrain from participation in the election of the members of the employing legislative body.

Tenet 8

Make it a duty continually to improve the member's professional ability and to develop the competence of associates in the use of management techniques.

Tenet 9

Keep the community informed on local government affairs; encourage communication between the citizens and all local government officers; emphasize friendly and courteous service to the public; and seek to improve the quality and image of public service.

Tenet 10

Resist any encroachment on professional responsibilities, believing the member should be free to carry out official policies without interference, and handle each problem without discrimination on the basis of principle and justice.

Tenet 11

Handle all matters of personnel on the basis of merit so that fairness and impartiality govern a member's decisions, pertaining to appointments, pay adjustments, promotions, and discipline.

Tenet 12

Seek no favor; believe that personal aggrandizement or profit secured by confidential Information, or by misuse of public time is dishonest.

Referenced Code Citations

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- i A.M.C. §2.09.040.
 - ii A.M.C. §2.12.030
 - iii A.M.C. §2.12.040.
 - iv A.M.C. §2.12.050^v A.M.C. §2.12.060
 - vi A.M.C. §2.02.010.
 - vii A.M.C. §2.03.
 - viii Government Code § 36516.
 - ix A.M.C. §2.01.050(E).
 - x A.M.C. §2.01.050(D).
 - xi Government Code §53235(f).
 - xii A.M.C. §2.01.040.
 - xiii Government Code §87406.3.
 - xiv Government Code §54959.
 - xv Government Code §54960.
 - xvi A.M.C. §§ 2.01.030; 2.08.020; Government Code §§ 36805; 54954(a).
 - xvii Government Code § 54954(b).
 - xviii Government Code § 54954(e).
 - xix A.M.C. §2.01.030.
 - xx Government Code §§ 54956; 54956.5. Special meetings and emergency meetings, respectively.
 - xxi Government Code §§ 36805; 36809; 54955; 54956.
 - xxii Government Code § 54954.5.
 - xxiii A.M.C. § 2.01.030.
 - xxiv Government Code § 36810.
 - xxv Government Code § 36811.
 - xxvi Government Code §§ 36802; 36813; 54957.9.
 - xxvii Government Code § 36802.
 - xxviii *Id.*
 - xxix Government Code § 54954.5.
 - xxx Government Code § 54953.
 - xxxi Government Code § 36814.
 - xxxii Government Code § 54953.5. The statute only requires maintenance of the audio or visual recording for thirty (30) days where there are other records of the meeting that are retained according to Government Code § 6250 *et seq.*
 - xxxiii Government Code §54954.
 - xxxiv Government Code §54954.2(a).
 - xxxv Government Code § 36936.
 - xxxvi Government Code § 36934.
 - xxxvii Government Code § 65090.
 - xxxviii Government Code § 36934.
 - xxxix Government Code § 36936.
 - xl Government Code § 36932.
 - xli Government Code § 36936.1.
 - xl ii Government Code § 36933(c).
 - xl iii Government Code § 36933(a).
 - xl iv Government Code § 36937.
 - xl v Government Code § 54955.
 - xl vi Government Code § 549554.2(b)(3).
 - xl vii Government Code § 36934. The requirements for introducing an ordinance or urgency ordinance are provided in

this section of the Government Code and establish the information that follows in this paragraph.

^{xlviii} Government Code §87100 *et seq.* A Councilmember should leave the room when he or she identifies that he or she has a financial interest in the decision being discussed. Prior to leaving the room, the Councilmember should publically identify the financial interest at stake and recuse himself or herself from that portion of the meeting.

^{xlix} *City of Pasadena v. Paine* (1954) 126 Cal.App.2d 93.

^l Government Code §§ 36813, 54957.9.

CITY OF ANGELS
CITY COUNCIL
RESOLUTION No. 24-091

RESOLUTION APPROVING THE CITY OFFICIALS HANDBOOK

WHEREAS, the City of Angels City Officials Handbook is designed to assist Councilmembers and other City Officials by documenting accepted practices and clarifying expectations; and

WHEREAS, the City Officials Handbook supersedes any other handbooks which govern the Council, Boards, Commissions, or Advisory Groups; and

WHEREAS, the City of Angels City Officials Handbook was last updated on January 19, 2021; and

WHEREAS, on April 18, 2024, the Angles City Council held a special meeting to discuss necessary and desirable updates to the City Officials Handbook; and

WHEREAS, on October 10, 2024, staff received a draft version of the proposed update to the City Officials Handbook; and

WHEREAS, the City Council, staff, and the City Attorney’s Office provided comments, discussed, and revised the draft City Officials Handbook over the course of several months; and

WHEREAS, the proposed final version of the City Officials Handbook was presented to the City Council on December 3, 2024, during a regular meeting.

NOW, THEREFORE, BE IT RESOLVED, that the City of Angels City Council does Approve the City Officials Handbook.

PASSED AND ADOPTED this 3rd day of December 2024, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Jennifer Davis-Herndon, Mayor

Rose Beristianos,
City Clerk



CITY HALL

CITY OF ANGELS PO Box 667, 200 Monte Verda St. Suite B, Angels Camp, CA 95222 P: (209) 736-2181

DATE: December 3, 2024
TO: City Council
FROM: Steve Williams, Interim City Administrator
RE: RESOLUTION 24-092 – APPROVING A ROOF REPLACEMENT AT 584 SOUTH MAIN STREET AND APPROPRIATING \$20,000 FROM GENERAL FUND RESERVE BALANCE TO FUND 010-3000-51011-0000

RECOMMENDATION:
Approve a roof replacement for city owned property at 584 South Main Street and appropriate \$20,000 to Fund 010-3000-51011-0000

BACKGROUND:
In June of 2020, The City of Angels City Hall moved from 584 South Main Street, Angels Camp to 200 Monte Verda Suite B, Angels Camp. The building which formerly housed City Hall, 584 South Main Street, has remained vacant since June of 2020.

The parcel number for 584 South Main Street is 060-001-008.

The parcel is currently zoned Commercial with a Use Code of Government.

According to the Calaveras County Assessor’s Office, the building was built in 1900, and the lot size is 14,374 square feet (.33 acres).

DISCUSSION:
The City of Angels owns several buildings and structures throughout Angels Camp, California.

584 South Main Street served as the City of Angels City Hall until June of 2020.

In June of 2020, City Hall moved to 200 Monte Verda Suite B, Angels Camp, California.

584 South Main Street is still owned by the City of Angels and has remained vacant since June of 2020. The building at 584 South Main Street was in poor condition in June of 2020, and has continued to deteriorate as it has remained uninhabited for more than four (4) years.

In February of 2021, City staff initiated some staff work to determine the approximate cost of rehabilitating 584 South Main Street. Some of the more significant items identified in February of 2021 which were in need of repair/replacement included:

- Accessibility for front ramp, steps, and parking spaces
- New Accessible Restroom
- New HVAC
- New Flooring/Carpet
- Reroof
- Window Repair
- Dryrot Repair

The most urgent issue, which needs to be addressed, is the condition of the roof. Staff contacted two local roofing companies, both of whom were familiar with the building. Both local roofing companies recommended replacing the roof.

A bid from Motherload Roofing was received in the amount of \$15,400.

A bid from Matison Roofing was received in the amount of \$18,378.

Any funding available after the roof replacement may be used to improve the safety, security and/or aesthetics of the property.

FUNDING OPTIONS:

- 1) The General Fund Reserve has a fund balance of approximately \$1.5 million.
- 2) The ARPA Fund has a fund balance of approximately \$300,000

FINANCIAL IMPACT:

Appropriate \$20,000 from General Fund Reserve to Fund 010-3000-51011-0000.

ATTACHMENTS:

- 1) Motherload Roofing Estimate
- 2) Matison Roofing Estimate



Estimate

Section 10, Item D.

Motherlode Roofing Lic. (1067873)
P.O Box 819
Angels Camp CA 95222
Phone: 2098409802
Motherloderroofing@gmail.com
*Insured, bonded, workman's comp

There is a 20% late fee applied after due date

Steve Williams
584 Main St.
Angels Camp Ca

Customer number	Document number	Page	Date	Valid to
1908	2248	1 / 1	11/15/2024	2/13/2025

Item	Quantity	Price	Sales tax	Total
Roof Replacement Job Description: 1. Remove and dispose of x1 layer existing roof 2. Replace all dry-rotted wood (additional charge at: 75hr rate plus material) 3. Replace/Paint pipe flashings 4. Install 2"drip edge 5. Install Tiger paw synthetic underlayment 6.Install 24" metal Valleys 7. Install vented ridge 8. Install GAF HDZ or HDZ RS architectural shingles; 30 year life expectancy; limited lifetime warranty (color to be determined) 9. Install 10" Ridge cap pieces *Dump fees, permits, labor, and all material included in price (Excluding dryrot repair cost) *Insured, Bonded, & Workman's comp *Excludes any painting (new wood will be primed only) Including No Sales Tax: 15,400.00 x 0% = 0.00	1	15,400.00		15,400.00

Total ex. tax	\$15,400.00
No Sales Tax	\$0.00
Total	\$15,400.00

Date_____ Print Name_____

Sign_____

Matison Roofing Co.

Section 10, Item D.

P.O. Box 266
Angels Camp, California 95222
(209) 785-2666

Date 11/21/2024

Customer City of Angels Camp

Phone (209) 736 - 2185

Location of Job 584 S. Main St. Angels Camp, CA 95222

Steve Williams

Type of Building Commercial

AGREEMENT

Customer does hereby order the following described work to be performed by Company upon the building designated above:

Remove existing layers (1) of composition shingles and underlayment from the roof and haul away. Pull any raised nails or staples left behind from the old roof and sweep entire area clean before the new application. Install a 2"x4" metal drip edge to all ends of the roof. Apply GAF weatherwatch leak barrier to all valley areas of the roof. Install GAF pro-start to all ends of the roof. Apply GAF Tigerpaw synthetic underlayment to entire roof area. All pipe flashings and hooded vents will be replaced at this time with new flashings and then be painted to match color of the new shingles. Install GAF manufactured composition shingles in the Timberline HDZ RS line using six nails per full shingle, not staples. Color to be determined. Shingles are Title 24 compliant with the state and are a CLASS A firer rated product. Install ridge vent along the peak of the roof for proper attic ventilation. Cover all ridge lines using 10" wide ridge cap matching color to shingles. Run magnet on the ground and leave area clean daily during our work. Contract price includes City of Angels Camp building permit. *Any needed wood work (dry-rot repairs) will be an extra cost of time and materials used. Project includes GAF Silver Pledge Warranty

Total contract price: \$ 18,378 Terms: In full upon completion of the work

Company guarantees against defects in workmanship and material, all complete roof jobs for a period of TWO years from date of completion. This guarantee shall extend to the roof only, and shall not be applicable to other parts of the building, such as walls, interior fixtures, decorations or contents. There is expressly excluded from said guaranty any and all damage resulting from extreme winds, lightning, hail storms, earthquakes, fire, or other unusual or extraordinary causes. In the event of Customer's default in making payment hereunder, Company's guarantee, as herein stated, shall immediately and automatically terminate.

CUSTOMER DOES AGREE AS FOLLOWS: After 30 days Customer will be required to pay interest at the legal rate (1½% per month or 18% per annum) of the unpaid balance. If he should default the entire balance shall immediately become due and payable.

This contract shall become effective only upon approval by Company; and shall be deemed to have been made and entered into at its office.

CUSTOMER: City of Angels Camp

Printed Name: _____

COMPANY'S REPRESENTATIVE TO PRINT CUSTOMER'S NAME

By: _____
AUTHORIZED AGENT

Company's Agent [Signature]

Address 584 South Main St. Angels Camp, CA

LICENSE #378555 - Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is Contractors' State License Board - P.O. Box 26000, Sacramento, CA 95826

CITY OF ANGELS
CITY COUNCIL
RESOLUTION No. 24-092

**RESOLUTION APPROVING A ROOF REPLACEMENT AT 584 SOUTH MAIN STREET AND
APPROPRIATING \$20,000 FROM RESERVE BALANCE TO FUND 010-3000-51011-0000**

WHEREAS, in June of 2020, The City of Angels City Hall moved from 584 South Main Street, Angels Camp to 200 Monte Verda Suite B, Angels Camp. The building which formerly housed City Hall, 584 South Main Street, has remained vacant since June of 2020; and

WHEREAS, the building at 584 South Main Street was in poor condition in June of 2020, and has continued to deteriorate as it has remained uninhabited for more than four (4) years; and

WHEREAS, the most urgent issue, which needs to be addressed, is the condition of the roof; and

WHEREAS, staff received two estimates, between \$15,000 and \$20,000, for the replacement of the roof; and

WHEREAS, replacing the roof would serve as a fiscally responsible decision to protect the City's asset.

NOW, THEREFORE, BE IT RESOLVED, that the City of Angels City Council does Approve a Roof Replacement at 584 South Main Street and appropriates \$20,000 from General Fund Reserve to Fund 010-3000-51011-0000.

PASSED AND ADOPTED this 3rd day of December 2024, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Jennifer Davis-Herndon, Mayor

Rose Beristianos,
City Clerk



CITY HALL

CITY OF ANGELS PO Box 667, 200 Monte Verda St. Suite B, Angels Camp, CA 95222 P: (209) 736-2181

DATE: December 3, 2024
TO: City Council
FROM: Steve Williams, Interim City Administrator
RE: MOTION– APPROVING AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF ANGELS AND JOHN ROHRABAUGH FOR THE POSITION OF FIRE CHIEF

RECOMMENDATION:
Approve an employment agreement between the City of Angels and John Rohrabough for the position of Fire Chief.

BACKGROUND:
John Rohrabough has served as a Fire Chief for the City of Angles in a part-time capacity since 2015.

In 2024, voters approved a countywide tax initiate, Measure “A.”

Measure “A” is intended to provide funding to enhance the fire service in Calaveras County, including the City of Angels.

Measure “A” is projected to provide approximately \$550,000 annually to the City of Angels for enhanced fire services.

DISCUSSION:
The City of Angels currently provides fire service to the community through a single fire station coupled with a “closest unit” automatic-aid dispatching model throughout the County.

The City of Angles Fire Department currently has five (5) full-time staff and five (5) part-time staff including one (1) part-time Fire Chief.

With the approval of Measure “A”, the City of Angles intends to enhance the fire service it provides by transitioning to full-time staffing including a full-time Fire Chief.

This transition will include one (1) full-time Fire Chief, three (3) full-time Fire Captains, three (3) full-time Fire Engineers, and three (3) full-time Firefighters.

Fire Chief
12-03-24

John Rohrabough has served as a Fire Chief for the City of Angles in a part-time capacity since 2015.

FINANCIAL IMPACT:

Accounted for in Measure “A” funding

ATTACHMENTS:

Employment Agreement



EMPLOYMENT AGREEMENT
FIRE CHIEF

THIS EMPLOYMENT AGREEMENT (“Agreement”) is made and entered into this 3rd day of December 2024, by and between the City of Angels Camp, a municipal corporation (“City”), and John Rohrabough, an individual (“Employee”). The City and Employee may individually be referred to herein as “Party” or collectively as the “Parties.” There are no other parties to this Agreement.

RECITALS

- A. The City Administrator is authorized to select and recommend City staff appointments to the City of Angels Camp City Council (“City Council”) pursuant to City of Angels Camp Municipal Code (“Municipal Code”) section 2.08.070.
- B. The City Administrator has evaluated the Employee’s knowledge, experience, administrative skills, and ability to serve as the Fire Chief and recommends to City Council that Employee be retained in the position of Fire Chief, pursuant to the terms of this Agreement.
- C. The Parties agree that this Agreement shall be the sole agreement between the Parties regarding the employment of Employee as Fire Chief.
- D. The Parties’ desire to execute this Agreement pursuant to the authority of, and subject to, the provisions of California Government Code (“Government Code”) section 53260 *et seq.*

NOW, THEREFORE, in consideration of the mutual covenants entered into between the Parties, and in consideration of the benefits that accrue to each, it is agreed as follows:

AGREEMENT

- Section 1. Recitals.** The recitals set forth above (“Recitals”) are incorporated herein by this reference and made a part of this Agreement. In the event of any inconsistencies between the Recitals and Sections 1 through 10 of this Agreement, Sections 1 through 10 will prevail.
- Section 2. Effective Date.** This Agreement shall become effective once executed by both the City and Employee (“Effective Date”).
- Section 3. Appointment of Fire Chief, Duties, and Term.**

3.1. Appointment of Fire Chief and Duties. Employee shall serve as the Fire Chief for the City, and shall be vested with the powers, duties, and responsibilities as set forth in the City Code, California law, City ordinances and resolutions, the Fire Chief Job Description and any such

other duties and functions as the City Administrator may from time-to-time assign to Employee. Employee accepts employment pursuant to the terms of this Agreement.

3.2. Secondary Employment/Conflict of Interest. Employee agrees to devote all of his productive time, ability, and attention to the City's business to the extent necessary to perform his duties and responsibilities in a manner satisfactory to City. During the Term, as defined in Section 3.5 of this Agreement, Employee shall not hold secondary employment or engage in activities which conflict with, or present the appearance or possibility of conflicting with, City's legitimate business interests. As such, Employee agrees that Employee will notify the City Administrator in writing at least thirty (30) days prior to accepting or engaging in any secondary employment, so City may determine whether there is the appearance of, or an actual conflict or potential conflict with the satisfactory performance of Employee's duties and/or the best interest of the City. Employee has the right to volunteer for such nonprofit organizations as he may see fit provided that such volunteer services shall not interfere with or conflict with his duties as Fire Chief.

3.3. Exempt Employee. Employee agrees to devote that amount of time and energy which is reasonable and necessary to the full accomplishment of duties of Fire Chief. A work week shall generally consist of a of forty (40) hours; however, it is recognized by the Parties that Employee is an exempt employee for purposes of the Fair Labor Standards Act of 1938 (29 U.S.C. § 201 *et seq.*). Employee shall not receive overtime or extra compensation for hours worked over forty (40) hours, which are necessary to fulfill the duties of the Fire Chief position, unless otherwise provided in this Agreement.

3.4. Duties/Schedule. Employee's daily and weekly work schedule shall vary in accordance with the work required to be performed. The Fire Chief position may include frequent attendance at evening meetings and irregular hours as necessary to meet deadlines and achieve objectives. The City Council and the City Administrator recognize that the Fire Chief must devote a great deal of his time outside normal office hours to the business of the City and, to that end, Employee will be allowed to take Management Leave during general business hours, upon approval of the City Administrator.

As Fire Chief, Employee's initial duties shall be as shown in the Job Description attached as **Exhibit A**. Employee shall perform Employee's duties under this Agreement pursuant to the laws of the State of California and applicable City Municipal Code, ordinances, and resolutions. Employee understands that Employee's duties may be amended from time to time by City, as necessary to meet the City's needs. No modification or change in Employee's responsibilities, duties, or position shall otherwise change or revoke any other provision of this Agreement.

Unless otherwise specified in this Agreement, Employee shall be bound by all the policies, rules, and regulations of City now in force and effect applicable to Employee's position, and by all such other applicable policies, rules, and regulations as may be hereafter implemented and called to his notice and will faithfully observe and abide by the same. No such policy, rule, or regulation shall alter, modify, or revoke Employee's status as an at-will employee or any other provision of this Agreement.

3.5. Term. The term of this Agreement shall be for one (1) year from the Effective Date (“Term”) subject to Section 4 of this Agreement. The City Administrator, in his or her sole discretion, may extend the Term from time to time in increments of at least one (1) year. No later than three (3) months prior to the expiration of the Term, the City Administrator shall provide written notice to Employee as to whether the City Administrator intends to extend the Term. Termination of this Agreement shall be in accordance with Section 6 below. If no notice is provided to terminate the Agreement, then the Agreement shall continue in effect for an additional one-year term.

Section 4. At-Will Employment.

4.1. At Will. Employee is an at-will employee serving at the pleasure of the City Council and City Administrator, as provided in Government Code section 36506. Accordingly, either the City or Employee may terminate Employee’s employment and this Agreement at any time, with or without cause. Only if Employee is terminated by City without Good Cause, as defined in Section 6.3 of this Agreement, shall Employee be entitled to a Severance, as defined in Section 6.3 of this Agreement.

4.2. No Property Right in Employment. Employee understands and agrees that the terms of his employment are governed solely by this Agreement and the provisions of any applicable Memorandum of Understanding (“MOU”). Employee further understands and agrees that this Agreement does not confer a right of employment for any specified term and that he is not entitled to due process for any disciplinary action under the City’s personnel policies and rules, including termination, unless such process is provided in pursuant to the terms of any applicable MOU, or otherwise required by law.

Section 5. Compensation and Evaluations.

5.1. Base Salary. City agrees to pay Employee in accordance with the Exempt Salary Schedule, Range Fifty-three (53), of the City’s Salary Plan. Employee’s initial compensation shall be at Step 1, which is an annual salary of One Hundred One Thousand, Six Hundred Ninety-seven Dollars (\$101,697.00) (“Base Salary”), payable in installments at the same time as other City employees are paid. Employee shall be eligible for cost of living and salary increases under the same terms and conditions as other similarly situated employees, in accordance with any applicable provisions of City personnel policies, rules, and regulations and/or applicable MOU.

5.2 Pro-Rata Decrease. Employee acknowledges that the Base Salary may be subject to a pro-rata decrease based on the City Council’s adoption of an unpaid Mandatory Furlough Program adopted as a budgetary measure.

5.3. Review and Evaluation. The City Administrator agrees to review and evaluate Employee’s performance of his duties as Fire Chief, pursuant to the terms of this Agreement (“Review and Evaluation”), on not less than an annual basis and to provide Employee with a written performance review. The annual Review and Evaluation shall generally be conducted each year in the month prior to Employee’s anniversary date, or at the City Administrator’s discretion.

5.4. Health Benefits. Employee shall be entitled to participate in medical, dental, and vision insurance coverage provided by the City on the same terms and conditions as similarly situated employees, and in accordance with any applicable provisions of City personnel policies, rules, and regulations, and/or any applicable MOU. Employee acknowledges that the level of benefits and portion of premiums paid by the City may be subject to change. City will endeavor to provide Employee no less than thirty (30) days' notice of new medical benefit program and costs.

5.5. Longevity Pay. Employee shall be eligible for longevity pay based on years of continuous service under this Agreement in accordance with any applicable provisions of City personnel policies, rules, and regulations, and/or any applicable MOU.

5.5. Retirement. The City participates in CalPERS. CalPERS will make the determination whether Employee is considered a "Classic" or "New Member" (as defined by Government Code section 7522.04), and Employee shall contribute based on the enrolled tier. City will pay one hundred percent (100%) of the employer contribution. Employee will pay one hundred percent (100%) of the employee contribution.

5.6. Vacation. Accrual of vacation leave shall begin on the first day of the first full month of employment under this Agreement. Unless otherwise specified in this Agreement, the accrual, use and cash out of vacation shall be administered in accordance with any applicable provisions of City personnel policies, rules and regulations and/or applicable MOU. Upon separation, Employee is entitled to receive payment for all accrued but unused vacation time at his current Base Salary rate as of the date of the Employee's separation of employment.

5.7. Sick Leave. Accrual of sick leave shall begin on the first day of the first full month of employment under this Agreement. Unless otherwise specified in this Agreement, the accrual and use of sick leave shall be administered in accordance with any applicable City personnel rules, policies, and regulations and/or applicable MOU.

5.8. Management Leave. It is recognized that Employee must devote a great deal of time outside the normal office hours to City business as the Fire Chief. To that end, Employee shall be eligible for management leave ("Management Leave") at the beginning of each fiscal year to be used as needed, upon approval of the City Administrator. The accrual and use of Management Leave shall be administered in accordance with any applicable City personnel rules, policies, and regulations and/or applicable MOU. In the first year of this Agreement, Employee will be credited with a prorated portion of Management Leave for the remainder of the fiscal year. Any unused Management Leave expires on June 30 of each fiscal year and shall not be carried over from year to year.

5.9 Holidays. Employee shall be entitled to observe, with pay, designated City holidays. The accrual and use of holiday pay shall be administered in accordance with any applicable City personnel rules, policies, and regulations and/or applicable MOU. Any unused holiday pay will not be paid out on Employee's separation from employment.

5.10. Vehicle and Equipment. The City will provide Employee with a vehicle to be used for City-related business and will cover the costs and expenses associated with said vehicle. The City will also provide Employee with all gear and equipment necessary for Employee to perform his duties, as determined by the City.

5.11. Uniforms. The Fire Chief shall be entitled to a uniform allowance of One Thousand Five Hundred Dollars (\$1,500.00) annually for the purchase and maintenance of uniforms. A lump sum for uniforms will be paid twice per year, the first pay period of November and the first pay period of June. The uniform allowance shall be taxed as required by law; however, employees may submit valid receipts for uniform purchases prior to the allowance being paid to eliminate taxation of this benefit. If receipts are submitted and the amount is provided as a reimbursement to the employee, CalPERS pension contributions will not be calculated on the reimbursement amount.

5.12. Safety Equipment. The City shall furnish all safety equipment as required by law. All equipment entrusted to Employee shall be maintained in a reasonable and prudent manner.

Section 6. Termination of Employment and Severance.

6.1. Voluntary Resignation. Employee may resign at any time and agrees to give the City at least thirty (30) days' advance written notice of the effective date of Employee's resignation, unless the Parties otherwise agree in writing. If Employee retires from full-time public service with the City, Employee shall provide three (3) months' advanced written notice. During the notice period, all rights and obligations of the Parties under this Agreement shall remain in full force and effect. Promptly after the effective date of resignation or retirement, the City shall pay to Employee all salary and other compensation due and owing under this Agreement. In the event of voluntary resignation or retirement, Employee shall not be entitled to Severance, as set forth in Section 6.3 of this Agreement.

6.2. Termination by City Administrator. The City Administrator may, with the approval of City Council, terminate this Agreement and remove Employee from his position as Fire Chief at any time with or without cause and with or without notice. If Employee's termination is based on charges of misconduct that publicly stigmatizes Employee's reputation or impairs his ability to earn a living, or might damage his standing in a community, Employee may, within ten (10) calendar days of the City Administrator's notice to Employee of his or her intent to terminate Employee's employment, make a written request for a "name-clearing" hearing (as described in *Lubey v. City and County of San Francisco* (1979) 98 Cal.App.3d 340 at its progeny) before the City Council. Any such "name-clearing" hearing will be held solely to provide Employee an opportunity to clear Employee's name. The City Council shall use its sole discretion and its action shall be final and shall not depend upon any particular showing or degree of proof at the hearing; the purpose of which is solely to allow Employee to present Employee's grounds of opposition to the allegations in the notice of termination. The "name-clearing" hearing is solely to provide Employee the opportunity to clear his name.

The City Council may determine whether the allegations in the notice of termination are supported. If the City Council determines that the allegations are not supported, a decision shall be issued to reflect that the Employee's termination was without fault. Such a decision, however, will not require that Employee be reinstated. The hearing shall take place at a regularly scheduled City Council meeting and held in accordance with the City's standard practice and any applicable provisions of state law. The decision whether to terminate Employee shall be made by a majority vote of the whole City Council as then constituted, and if held in closed session, reported out of closed session as required by the California Government Code.

6.3. Termination Without Good Cause. In the event the City terminates Employee's employment and this Agreement without Good Cause, as defined in Section 6.4, below, the City shall pay Employee a sum equal to nine (9) month's Base Salary ("Severance") if Employee's termination date is within the first year of Employee's employment under this Agreement. The City shall pay Employee a sum equal to six (6) months' Base Salary if Employee's termination date is after the first year of employment under this Agreement. . Such Severance is contingent on Employee's execution of a general release of claims in favor of the City in a form acceptable to the City and is subject to the restrictions of Government Code section 53260, which states that the Severance amount shall not be more than the monthly Base Salary of the employee multiplied by the number of months left on the unexpired term of the contract. The City has the option to pay the Severance to the Employee in monthly installments following the Employee's termination. In the event the City terminates this Agreement and Employee's employment, Employee shall be entitled to continued medical and dental benefits at his own cost, pursuant to the provisions of the federal Consolidated Omnibus Budget Reconciliation Act ("COBRA").

6.4. Termination for Good Cause. The City may at any time immediately terminate this Agreement and Employee's employment for Good Cause, as defined below. If Employee is terminated for Good Cause, the City shall not be required to pay any Severance under this Agreement, and the City shall have no obligation to Employee beyond those benefits accrued as of Employee's last day of employment and those the City is obligated to provide under federal or state law.

"Good Cause" for purposes of this Agreement, means a fair and honest cause or reason for termination. These reasons include, but are not limited to:

1. Conviction of a felony;
2. Disclosing confidential information of the City;
3. Gross carelessness or misconduct;
4. Unjustifiable and willful neglect of the duties described in this Agreement;
5. Mismanagement;
6. Dishonesty;
7. Failure to perform Employee's duties to the standard set by the City,
8. Any conduct which violates the applicable provisions of the City's personnel policies, rules, or regulations for which a City employee may be terminated;

9. Repeated and protracted unexcused absences from the Fire Chief's office and duties;
10. Willful destruction or misuse of City property;
11. Conduct that in any way has a direct, substantial, and adverse effect on the City's reputation whether during or outside business hours;
12. Willful violation of federal, state, or City discrimination laws;
13. Being under the influence of alcohol or narcotics (for which the employee does not have a valid medical prescription) while on duty;
14. Substance abuse which adversely affects performance of Employee's duties as Fire Chief;
15. Discourteous treatment of the public or other employees;
16. Refusal to take or subscribe any oath or affirmation which is required by law;
17. Employee's disability resulting in his inability to perform the essential functions of his job, which the City is unable to reasonably accommodate without placing an undue burden on City business operations; or
18. Engaging in other employment or activities which conflict with, or present the appearance or possibility of conflicting with, City's legitimate business interests.

The City Administrator may also place Employee on paid or unpaid investigatory leave during the Term of this Agreement.

Section 7. Indemnification. The City shall defend, hold harmless, and indemnify Employee against any tort, personnel, civil rights, or professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Fire Chief in accordance with the California Government Claims Act (Government Code section 810 *et seq.*) and shall provide a defense to Employee in accordance with Government Code sections 995 through 996.6. The City may decline to defend or indemnify Employee only as permitted by the Government Code. City may compromise and settle any such claim or suit and pay the amount of any resulting settlement or judgment; provided, however, the City's duty to defend and indemnify Employee shall be contingent upon Employee's good faith cooperation with such defense. In the event the City provides paid leave to the Employee pending an investigation or funds for a legal criminal defense pursuant to this Section, Employee shall reimburse the City for the amount of such paid leave or cost of the legal criminal defense, if Employee is convicted of a crime involving an abuse of office or position, as provided by Government Code sections 53243 through 53243.1. If this Agreement and Employee's employment are terminated, any severance the Employee may have received from the City shall be fully reimbursed to the City if Employee is convicted of a crime involving an abuse of his office or position as provided in Government Code section 53243.2 through 53243.4.

Section 8. Bonding. City shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance.

Section 9. Notices. Any notice or communication required hereunder between the City and Employee must be in writing and may be given either personally, by facsimile (with original forwarded by regular U.S. Mail), by registered or certified mail (return receipt requested), or by Federal Express, UPS, or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving Party’s facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day, or on a Saturday, Sunday, or holiday shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (b) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered, as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days’ written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to the City: City of Angels Camp
Attn: City Clerk
P.O. Box 667
200 Monte Verda Street, Suite B
Angels Camp, CA 95222

If to the City Administrator: City of Angels Camp
Attn: City Administrator
P.O. Box 667
200 Monte Verda Street, Suite B
Angels Camp, CA 95222

and White Brenner
Attn: Douglas L. White
1414 K Street, 3rd Floor
Sacramento, CA 95814

If to Employee: City of Angels Camp
Attn: John Rohrabough _____
P.O. Box 667
200 Monte Verda Street
Angels Camp, CA 95222
Copy sent to employee’s home address

Section 10. General Provisions.

10.1. Modification of Agreement. This Agreement may be supplemented, amended, or modified only by a writing signed by the City and Employee.

10.2. Entire Agreement. This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the Parties and supersedes all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement.

10.3. Severability of Agreement. If a court or an arbitrator of competent jurisdiction holds any section of this Agreement to be illegal, unenforceable, or invalid for any reason, the validity and enforceability of the remaining sections of this Agreement shall not be affected.

10.4. Authority. All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states, or firms and that all former requirements necessary or required by state or federal law in order to enter into this Agreement had been fully complied with. Further, by entering into this Agreement, neither Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

10.5. Headings. The headings in this Agreement are included for convenience only, and neither affect the construction or interpretation of any section in this Agreement nor affect any of the rights or obligations of the Parties to this Agreement.

10.6. Necessary Acts and Further Assurances. The Parties shall, at their own cost and expense, execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

10.7. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of California.

10.8. Waiver. No covenant, term, or condition, or the breach thereof, shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

10.9. Counterparts. This Agreement may be executed in counterparts, and all so executed shall constitute an agreement which shall be binding upon the Parties hereto, notwithstanding that the signatures of all Parties and Parties' designated representatives do not appear on the same page.

10.10. Venue. Venue for all legal proceedings shall be in the Superior Court in and for the County of Calaveras in the State of California.

10.11. Attorney’s Fees and Costs. If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret sections of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

IN WITNESS WHEREOF, this Agreement has been entered into by and between Employee and City as of the date of the Agreement set forth above.

CITY:

City of Angels Camp, a municipal corporation
of the State of California

EMPLOYEE:

John Rohrbaugh

By: _____
Steve Wiliams, Interim City Administrator

By: _____
John Rohrbaugh, an individual

Date Signed: _____

Date Signed: _____

By: _____
Rose Beristianos, City Clerk

Date Signed: _____

Approved as to Form and Content:

By: _____
Douglas L. White, City Attorney

Date Signed: _____

EXHIBIT A
Job Description



AUGUST 2024
FLSA: Exempt
AC Exempt Unit

FIRE CHIEF

DEFINITION

Under administrative direction, plans, organizes, manages, and provides administrative direction and oversight for all functions and activities of the Fire Department; areas of responsibility include operations, fire prevention, training and administration; formulates departmental policies, goals, and directives; coordinates assigned activities with other City departments, officials, outside agencies, and the public; fosters cooperative working relationships among City departments and with intergovernmental, regulatory agencies, and various public and private groups; provides highly responsible and complex professional assistance to the City Administrator in areas of expertise; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives administrative direction from the City Administrator. Exercises direct supervision over management, professional, technical, and administrative support staff through subordinate levels of supervision.

CLASS CHARACTERISTICS

This is a department director classification that oversees, directs, and participates in all activities of the Fire Department, including short- and long-term planning as well as development and administration of departmental policies, procedures, and services. This class provides assistance to the City Administrator in a variety of administrative, coordinative, analytical, and liaison capacities. Successful performance of the work requires knowledge of public policy, City functions and activities, including the role of the City Council, and the ability to develop, oversee, and implement projects and programs in a variety of areas. Responsibilities include coordinating the activities of the department with those of other departments and outside agencies and managing and overseeing the complex and varied functions of the department. The incumbent is accountable for accomplishing departmental planning and operational goals and objectives, and for furthering City goals and objectives within general policy guidelines.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so qualified employees can perform the essential functions of the job.

- Assumes **full** management responsibility for all Fire Department programs, services, and

activities including operations, prevention, training and administration.

- ▶ Develops, directs, and coordinates the implementation of goals, objectives, policies, procedures, and work standards for the Department; establishes, within City policy, appropriate budget, service, and staffing levels.
- ▶ Manages and participates in the development and administration of the department's budget; directs the forecast of additional funds needed for staffing, equipment, and supplies; directs the monitoring of and approves expenditures; directs and implements budgetary adjustments as necessary.
- ▶ Selects, trains, motivates, and directs Fire Department personnel; evaluates and reviews work for acceptability and conformance with department standards, including program and project priorities and performance evaluations; works with employees to correct deficiencies; implements discipline and termination procedures; responds to staff questions and concerns.
- ▶ Contributes to the overall quality of the department's service by developing, reviewing, and implementing policies and procedures to meet legal requirements and City needs; continuously monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; assesses and monitors the distribution of work, support systems, and internal reporting relationships; identifies opportunities for improvement; directs the implementation of change.
- ▶ Directs multi-unit emergency operations; may serve as Incident Commander; conducts pre-incident planning and deploys assigned resources consistent with incident need; directs firefighting operations to ensure all response activities are conducted in a manner consistent with prescribed policies and procedures.
- ▶ Monitors legal, regulatory, technology, and societal changes and court decisions that may affect the work of the department; determines equipment acquisition, training programs, and procedural changes to ensure retention of qualified staff and the provision of services to the community in an effective, efficient, and economical manner.
- ▶ Oversees the development of requests for proposals for professional services and evaluates proposals and recommends project award; coordinates with legal counsel to determine City needs and requirements for contractual services; negotiates contracts and agreements and administers same after award.
- ▶ Manages the City's Emergency Operations Center (EOC) including City-wide emergency management training, operations, and plan development and implementation.
- ▶ Manages the Hazardous Materials Planning and Emergency Response program.
- ▶ Represents the department to other City departments, elected officials, and outside agencies; explains and interprets departmental programs, policies, and activities; negotiates and resolves significant and controversial issues.
- ▶ Conducts a variety of departmental organizational and operational studies and investigations; recommends modifications to programs, policies, and procedures as appropriate.
- ▶ Participates in and makes presentations to the City Council and a wide variety of committees, boards, and commissions.
- ▶ Attends and participates in professional group meetings; stays abreast of new trends and innovations in the field of fire safety.
- ▶ Directs the maintenance of working and official departmental files.
- ▶ Prepares, reviews, and presents staff reports, various management and information updates, and reports on special projects as assigned by the City Administrator.
- ▶ Responds to public inquiries and complaints and assists with resolutions and alternative recommendations.
- ▶ Serves as a spokesperson for the Department at a variety of community events, meetings, and other public relations activities.
- ▶ Ensures staff observe and comply with all City and mandated safety rules, regulations, and protocols.
- ▶ Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- ▶ Administrative principles and practices, including goal setting, program development, implementation, and evaluation, and supervision of staff, either directly or through subordinate levels of supervision.
- ▶ Principles and practices of leadership.
- ▶ Principles and techniques for working with groups and fostering effective team interaction to ensure teamwork is conducted smoothly.
- ▶ Principles and practices of strategic plan development.
- ▶ Principles and practices of budget administration.
- ▶ Principles and practices of contract management.
- ▶ General principles of risk management related to the functions of the assigned area.
- ▶ Principles, practices, and procedures of public administration in a municipal setting.
- ▶ Functions, authority, responsibilities, and limitations of an elected City Council.
- ▶ Incident command structure and management.
- ▶ Disaster and large-scale incident mitigation plans; including mutual aid, strike team, disaster mitigation and response.
- ▶ Modern firefighting and rescue principles, practices, techniques, and procedures, including the operation and maintenance requirements of various types of fire apparatus and equipment.
- ▶ Principles and practices of fire prevention, suppression, containment, rescue and investigation.
- ▶ Principles and practices of providing emergency medical care.
- ▶ Practices and techniques of hazardous materials response, containment, and clean-up.
- ▶ Methods and techniques of developing technical and administrative reports, and business correspondence.
- ▶ Federal, State, and local laws, codes, and regulations relevant to assigned areas of responsibility.
- ▶ City and mandated safety rules, regulations, and protocols.
- ▶ Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.
- ▶ The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- ▶ Modern equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed.

Ability to:

- ▶ Develop and implement goals, objectives, practices, policies, procedures, and work standards.
- ▶ Provide administrative and professional leadership for the Fire Department.
- ▶ Prepare and administer large and complex budgets; allocate limited resources in a cost-effective manner.
- ▶ Interpret, apply, explain, and ensure compliance with Federal, State, and local policies, procedures, laws, and regulations.
- ▶ Plan, organize, direct, and coordinate the work of management, supervisory, professional, and technical personnel, delegate authority and responsibility.
- ▶ Select and supervise staff, provide training and development opportunities, ensure work is performed effectively, and evaluate performance in an objective and positive manner.
- ▶ Research, analyze, and evaluate new service delivery methods, procedures, and techniques.
- ▶ Effectively administer special projects with contractual agreements and ensure compliance with contractual obligations.

- ▶ Control and direct emergency situations related to fire prevention, emergency medical response, and hazardous materials incidents, including natural and man-made disasters.
- ▶ Effectively represent the City and the department in meetings with governmental agencies, contractors, vendors, and various businesses, professional, regulatory, and legislative organizations.
- ▶ Prepare clear and concise reports, correspondence, policies, procedures, and other written materials.
- ▶ Conduct complex research projects, evaluate alternatives, make sound recommendations, and prepare effective technical staff reports.
- ▶ Direct the establishment of filing, record-keeping, and tracking systems.
- ▶ Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.
- ▶ Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- ▶ Effectively use computer systems, software applications relevant to work performed, and modern business equipment to perform a variety of work tasks.
- ▶ Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- ▶ Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Education:

- ▶ Equivalent to a bachelor's degree from an accredited college or university with major coursework in fire science, fire administration, business or public administration, or a related field. A Master's degree is preferred.

Experience:

- ▶ Seven (7) years of increasingly responsible fire protection management and/or administrative experience, including five (5) years of fire program management experience.

Licenses and Certifications:

- ▶ Possession of a valid Class "B" California Driver's License or Class "C" with Firefighter Endorsement, including fire apparatus license to be maintained throughout employment.
- ▶ Possession of a valid California State Fire Marshal Fire Chief Officer Certificate within one (1) year of appointment, to be maintained throughout employment.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle and to visit various City and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone. This is primarily a sedentary office classification although standing and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees

must possess the ability to lift, carry, push, and pull materials and objects up to 10 pounds.

The job involves periodic fieldwork serving as an Incident Commander, or as the Fire Marshal requiring walking or running or standing on uneven terrain and climbing and descending structures to access fire scenes and to identify problems or hazards.

ENVIRONMENTAL ELEMENTS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. As situations demand, incumbents may serve as an Incident Commander or Fire Marshal in the field. Employees work in outdoor conditions, and are exposed to unsuppressed fire conditions, moving vehicle accident scenes, loud noise levels, cold and hot temperatures, inclement weather conditions, moving vehicles, smoke, and hazardous or toxic physical substances and fumes. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

WORKING CONDITIONS

May be required to be on-call and to work various shifts or emergencies on evenings, weekends, and holidays.

**CITY OF ANGELS
CITY COUNCIL**

Resolution #24-93

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANGELS
APPROVING THE EMPLOYMENT CONTRACT FOR JOHN ROHRABAUGH AS FIRE
CHIEF**

WHEREAS, the City Council of the City of Angels recognizes the importance of strong leadership and expertise in the management and operations of the City’s Fire Department; and

WHEREAS, the position of Fire Chief is critical to ensuring the safety and well-being of the residents of the City of Angels by providing oversight and direction to fire prevention, emergency response, and public safety initiatives; and

WHEREAS, John Rohrbaugh has been identified as a qualified and experienced candidate for the position of Fire Chief, demonstrating extensive knowledge and skills in fire services and public safety leadership; and

WHEREAS, the City Council has reviewed and negotiated the terms and conditions of the proposed employment contract with John Rohrbaugh, including but not limited to compensation, benefits, and responsibilities, and finds them to be fair, reasonable, and in the best interest of the City; and

WHEREAS, the approval of the employment contract for John Rohrbaugh will ensure continuity of leadership and contribute to the effective functioning of the City’s Fire Department.

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

1. **Approval of Contract:** The City Council hereby approves the employment contract with John Rohrbaugh for the position of Fire Chief, as attached hereto as Exhibit A.
2. **Authorization to Execute:** The City Administrator is hereby authorized and directed to execute the employment contract with John Rohrbaugh on behalf of the City.
3. **Effective Date:** This Contract shall take effect December 3, 2024 upon its adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Angels at a regular meeting held on this 3rd day of December, 2024, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Jennifer Herndon Mayor

Rose Beristianos, City Clerk



HOME OF THE JUMPING FROG



CITY HALL

CITY OF ANGELS PO Box 667, 200 Monte Verda St. Suite B, Angels Camp, CA 95222 P: (209) 736-2181

DATE: December 3, 2024
TO: City Council
FROM: Steve Williams, Interim City Administrator
RE: **APPROVE RESOLUTION NO. 24-94. A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF ANGELS, ADOPTING THE ANGELS CAMP FIREFIGHTER ASSOCIATION MEMORANDUM OF UNDERSTANDING**

RECOMMENDATION

Staff recommends adoption of Resolution No. 24-94, approving a Memorandum of Understanding Between the Angels Camp Firefighter Association

BACKGROUND

Having met and conferred in good faith with the Angels Camp Firefighter Association and discussions centering on wages healthcare benefits and other various important items, an agreement has been reached.

FINANCIAL IMPACT

There will be and increase to the budget due to the added benefits for employees. Measure A funds will help with the increase

ATTACHMENTS

Memorandum of Understanding
Resolution No. 24-94



PROPOSED MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF ANGELS AND ANGELS CAMP FIREFIGHTERS ASSOCIATION
2024-2027

ARTICLE I – RECOGNITION AND SCOPE OF AGREEMENT

SECTION 1.1: PARTICIPANTS

This Memorandum of Understanding ("MOU") is entered into by the City of Angels, hereinafter referred to as CITY, and the Angels Camp Firefighters Association, hereinafter referred to as ASSOCIATION, (collectively “Parties”) for the purpose of harmonious labor relations between the CITY and the ASSOCIATION, establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other terms and conditions of employment.

For purposes of identification, this unit shall be titled "The Fire Unit" and this MOU shall be applicable to full-time employees in the classifications listed in the Salary Schedule, attached hereto as Exhibit A (Salary Schedule”) and incorporated herein. The terms "employees " and "bargaining unit employees" may be used interchangeably herein to mean all workers covered by this MOU.

SECTION 1.2: AUTHORIZED AGENTS

For purposes of administering the terms and provisions of the various ordinances, resolutions, rules and regulations adopted with this Memorandum of Understanding, CITY's principal authorized agent shall be the City Council or their duly authorized representative, except where a particular management representative is otherwise designated; ASSOCIATION's principal authorized agent shall be the President and/or other representative(s) designated by the Association.

SECTION 1.3 RECOGNITION AND ASSOCIATION MEMBERSHIP

The CITY recognizes ASSOCIATION as the exclusive representative for the purpose of meeting and conferring on matters within the scope of representation for all full-time employees in the classifications listed in the Salary Schedule, attached as Exhibit A to this MOU.

CITY and ASSOCIATION agree to protect the rights of all employees to exercise their free choice to join, or refrain from joining, ASSOCIATION.

ASSOCIATION recognizes its responsibilities as representative for the purpose of meeting and conferring and agrees to represent all probationary and regular full-time employees in the unit without discrimination, interference, restraint or coercion.

SECTION 1.4: SCOPE OF AGREEMENT

For the term of this agreement, the MOU fully and completely incorporates the understanding of the Parties hereto and constitutes the sole and entire understanding between the Parties, provided, however, that nothing herein shall prohibit the Parties from changing the terms, or any part of the terms, of this MOU, by mutual agreement.

Negotiations will be conducted by the designated negotiator(s) of the CITY, and by the representative(s) from Operating Engineers Local 3, AFL-CIO and the ASSOCIATION.

SECTION 1.5: TERM OF AGREEMENT

Unless other specified herein, the provisions of this MOU shall be effective the first day of the first payroll period after ratification and approval and shall remain in effect until June 30, 2027. Any subsequent amendments or side letters of agreement shall be made with the consent of the Parties and the amendment or side letter and signature page shall be attached to the original MOU and incorporated herein.

Should agreement not be reached by the effective end date of this MOU, this MOU shall be automatically extended and continue in effect until a new MOU can be negotiated and executed.

ARTICLE II – EMPLOYEE AND ASSOCIATION RIGHTS

SECTION 2.1: USE OF FACILITIES

The CITY shall allow the ASSOCIATION to use bulletin boards for communications having to do with official ASSOCIATION business, such as times and places of meetings, etc. In addition, employees will be allowed to use CITY facilities for ASSOCIATION meetings provided such use does not interfere with City’s business needs. ASSOCIATION shall comply with the City’s process for reserving City facilities. Solicitation for membership or other internal association business, including ASSOCIATION meetings, shall be conducted during attendees’ off-duty hours The Fire Chief or his/her designee may permit ASSOCIATION to conduct ASSOCIATION business during duty hours at his/her discretion if ASSOCIATION demonstrates why the business cannot be conducted during off-duty hours.

SECTION 2.2: ATTENDANCE AT MEETINGS

Employee representatives of ASSOCIATION shall be given reasonable time off with pay to attend meetings with CITY representatives concerning matters within the scope of ASSOCIATION’s responsibilities. The use of official time for this purpose shall be reasonable and shall not interfere with the performance of CITY services as determined by the CITY. Except by mutual agreement, the number of employees excused for such purpose shall not exceed two per meeting. Such representatives shall submit a request for excused absence to the Fire Chief in

a manner satisfactory to the Fire Chief, at least two working days prior to the scheduled meeting, whenever possible.

SECTION 2.3: PAYMENT OF ASSOCIATION DUES

- A. Payment of dues shall be by payroll deduction. Upon receipt of written certification by the ASSOCIATION that an employee has signed a deduction authorization, the CITY will deduct the appropriate dues or fees from the employee's pay pursuant to the certification and remit such dues or fees to the ASSOCIATION. Payroll deductions pursuant to certifications for new members authorizing dues deduction will be effective on the first of the pay period following CITY's receipt of the written certification of authorization, provided that the ASSOCIATION provides the written certification to the CITY before 5:00 p.m. on the Friday before the end of the pay period.

Should a dispute arise about the existence or terms of any employee's authorization to deduct dues or fees, the ASSOCIATION will provide a copy of the individual authorization at issue to the CITY.

- B. If an employee requests to cancel or change the deduction, the request must be directed to the ASSOCIATION and not to the CITY. Deductions will continue unless the ASSOCIATION provides the CITY written notice of the revocation or modification. Payroll deductions will cease or be modified the first pay period following receipt of written certification from the ASSOCIATION that the employee has revoked or modified the deduction authorization for dues or fees provided that the CITY receives the written certification of revocation or modification before 5:00 p.m. on the Friday before the end of the pay period. Neither the CITY nor the ASSOCIATION will discriminate against any bargaining unit employee because of the exercise of their statutory rights.
- C. In accordance with Government Code section 1157.12, ASSOCIATION agrees to hold the CITY harmless from all claims, demands, suits, losses, or other forms of liability that may arise against the CITY for or on account of any deduction made from the wages of such employees pursuant to this section.

SECTION 2.4: NON-DISCRIMINATION

The CITY and ASSOCIATION agree that there shall be no unlawful discrimination against, and/or harassment of employees or job applicants with respect to any terms or conditions of employment on the basis of actual or perceived: race, color, national origin, ancestry, sex (including pregnancy, childbirth, related medical conditions, or breastfeeding), gender, gender identity, gender expression, sexual orientation, age (40 or over), religion (including religious dress and grooming practices), physical or mental disability, medical condition, pregnancy,

marital status, citizenship status, military or veteran status, genetic information or characteristics, or any other basis protected by applicable federal, state, or local law.

ARTICLE III – PROBATIONARY PERIODS

The probationary period for newly hired firefighters shall be one year, unless otherwise extended by the Fire Chief in writing, and approved by the City Administrator. While on probation, the status of the employee is "At Will," working at the pleasure of the Fire Chief, who may terminate the employment relationship at any time, with or without notice or cause. This MOU does not confer any pre-disciplinary or post-disciplinary appeal rights on probationary employees.

ARTICLE IV – SALARIES AND STRIKE TEAM PAY

SECTION 4.1: SALARY

CITY and ASSOCIATION agree that employees’ pay is set forth in the Revised Salary Schedule attached to this MOU as Exhibit “A.” All Employees subject to this MOU will start at Step 1 of the Salary Schedule for their respective classes on the effective date of this MOU. Salary increases shall be retroactive to the first day of the first pay period following July 1, 2024.

Beginning the first day of the first pay period following July 1, 2025, each bargaining unit employee shall receive a cost of living increase in the amount of three percent (3%) of the employee’s base hourly rate of pay as set forth in Attachment A (“COLA”). Employees shall receive a second three percent (3%) COLA the first pay period following July 1, 2026.

Except as otherwise herein provided, the entrance salary for a new employee shall be the minimum salary on the Salary Schedule for the class to which he/she is appointed. The City may consider experience and training when determining a new employee’s placement on the salary schedule. In any event, such salary may not be more than the maximum salary for the class to which the employee is appointed.

As reflected in the attached Salary Schedule, the classification of Lieutenant shall from the effective date of this MOU forward shall be redesignated Engineer. This redesignation is for conformity with other fire agencies and is not intended to substantively change the duties associated with employees’ rank.

A 2.5% incentive will be paid to the Department Training Officer. [§16, p.8.]

Payment of salaries and wages for all employees will be paid on a fourteen (14) day cycle. This will be a total of twenty-six (26) paychecks per year. Overtime and other pay will be paid on a fourteen (14)_day cycle.

SECTION 4.3: STRIKE TEAM PAY

Employees who are assigned to strike team assignments included in the California Fire Assistance Agreement (“CFAA”) and Assistance by Hire (“ABH”) agreements shall receive pay equal to the overtime rate set forth in the applicable CFAA Rate Letter for all hours worked unless the employee’s overtime rate under this MOU is greater than the CFAA overtime rate. In

that case, the employee shall be paid at the higher rate . Eligibility for strike team compensation under this Section shall begin when the employee reports for duty and continue until he or she returns to the fire station.

SECTION 4.4: SALARY STEP INCREASES/PERFORMANCE EVALUATIONS

- 4.4.1 Each employee shall be considered for salary step increases annually according to that employee’s anniversary date, or his/her revised salary anniversary date until the top step has been reached. Salary increases, if awarded, will be paid the next complete pay cycle following the anniversary date.
- 4.4.2 After the completion of twelve (12) months of full-time satisfactory service in the current step of the salary range, the employee shall be advanced to the next step, upon the recommendation of the Fire Chief. If, in the opinion of the Fire Chief, the employee does not warrant a step increase, the Fire Chief shall advise the City in writing one month prior to the effective date of the step advance that the employee has not achieved the level of performance required. The Fire Chief shall be specific as to why a salary increase should be withheld and a copy of this notice (appraisal) given to the employee.
- 4.4.3 Changes in the employee's salary because of promotion, demotion or postponement of salary step increases due to marginal performance will set a revised salary anniversary date for that employee. Salary range adjustments for a classification will not set a revised salary anniversary date.
- 4.4.4 It shall be the responsibility of the Fire Chief to report employee performance that is less than satisfactory to the City Administrator. Documentary records and/or appraisal reports must be maintained and discussed with the employees at least once every year, and more often if considered desirable by the City.

ARTICLE V – HOURS OF WORK, OVERTIME, AND CALL-OUT PAY

SECTION 5.1: HOURS OF WORK

- 5.1.1 A working shift for Line Staff-Captains, Fire Engineers and Firefighters shall be twenty-four (24) hours.
- 5.1.2 Scheduling of work shifts shall be based on calendar months.
Employees will work an average of Fifty-six (56) hours per week and Two Thousand Nine Hundred Twelve (2912) hours per year.
- 5.1.3 A shift shall commence at 0700 and terminate at 0700 the following morning.
- 5.1.4 Employees shall work a basic schedule prepared by the Fire Chief or his/her designee and posted on the department bulletin board.
- 5.1.6 The Fire Chief shall have the authority to modify the Departmental Shift (for example switching the entire Department from a 48-hour schedule to a 96-hour schedule) according to Department needs after fulfilling meet and confer obligations with the Association.

- 5.1.7** Within the basic categories of workday, work week, work period, work shift, rest period, and meal period, the Fire Chief or his/her designee shall have the discretion to modify individual schedules to best meet the needs of the CITY, without meeting and conferring with the Association. When changes are necessitated by special events or emergency conditions, the Fire Chief shall give employees as much advance notice as is reasonably possible under the circumstances.

SECTION 5.2: OVERTIME

- 5.2.1** Overtime will be administered and compensated in accordance with the applicable provisions of the Fair Labor Standards Act ("FLSA"). A Twenty-eight (28) day work period is designated pursuant to Section 7(k) of the F.L.S.A.
- 5.2.2** All paid leave time (vacation, sick leave, CTO, holidays) shall be recognized as hours worked within the Twenty-eight (28) day work period.
- 5.2.3** Employees working an average of Fifty-six (56) hours per week and Two Thousand Nine Hundred Twelve (2912) per year will receive planned overtime pay as defined in this Section as part of their regularly scheduled shift.
- 5.2.4** Planned overtime in the amount of thirteen (13) work hours per month per employee shall be paid as follows: thirteen (13) hours at the employee's straight time rate of pay, plus thirteen hours at one half (1/2) of the employee's regular hourly rate of pay, which shall be included in the employee's bi-weekly pay.
- 5.2.5** Any hours worked outside of the employee's regularly scheduled shift shall be compensated in accordance with applicable FLSA overtime provisions.
- 5.2.6** Overtime will normally be paid in the pay period in which it is earned.
- 5.2.7** Except as provided herein, no overtime shall be worked except in case of a regularly scheduled shift, an emergency, special events, special assignments, staff meetings, vacation relief, or sick leave coverage, as directed by the Fire Chief or his or her designee.

SECTION 5.3: AUTHORIZATION OF OVERTIME

All compensable unplanned overtime must be authorized by the Fire Chief or his designated representative. If prior authorization is not possible because of emergency conditions, the employee should seek supervisor approval and obtain confirming authorization as soon as possible.

SECTION 5.4: CTO COMPENSATION FOR OVERTIME

In lieu of overtime, employees may accumulate up to a maximum of eighty-four (84) hours of CTO. Any additional overtime will be paid at the overtime rate.

SECTION 5.5: CALL-OUT PAY

Employees will receive a minimum of two hours of pay for call-outs subject to the following. Compensation for additional call outs within the same initial two-hour call-out period shall not be authorized. If actual time worked exceeds 2.75 (two and three quarter) hours worked,

overtime shall be paid instead of the two-hour minimum. If a call-out occurs within two hours of the normal start time, there shall be no two-hour compensation; however, time and a half shall be paid for additional time worked exceeding the normal work shift.

ARTICLE VI – HOLIDAYS

SECTION 6.1: HOLIDAY PAY

Full-time employees are entitled to one hundred and twenty-six (126) hours of holiday pay per year, calculated at the rate of nine (9) hours for fourteen (14) City recognized holidays. Holiday pay shall be paid in the pay period in which it is earned or taken in accordance with CalPERS reporting requirements.

SECTION 6.1: ANNUAL CITY HOLIDAYS

City authorized holidays are as follows:

- | | |
|----------------------------|-----------------------------------|
| 1. New Year's Day | January 1 |
| 2. Martin Luther King | 3rd Monday in January |
| 3. Washington's Birthday | 3rd Monday in February |
| 4. Memorial Day | Last Monday in May |
| 5. Independence Day | July 4 |
| 6. Labor Day | 1 st Mon. in September |
| 7. Columbus Day | 2 nd Mon. in October |
| 8. Veterans Day | November 11 |
| 9. Thanksgiving Day | Fourth Thursday in November |
| 10. Day after Thanksgiving | Friday following Thanksgiving day |
| 11. Christmas Eve | December 24 |
| 12. Christmas Day | December 25 |
| 13. Floating Day ** | (In lieu of Election Day) |
| 14. Juneteenth | June 19 |

ARTICLE VII – VACATION LEAVE

SECTION 7.1: VACATION ACCRUAL

Accrual-All fulltime bargaining unit employees shall be entitled to annual vacation leave with pay according to years of employment, based on the following scale. Accrual is begins on the first day of employment, is based on years of continuous employment, and ceases upon termination of employment.

0 through 5 years:

In the first through completion of the fifth year of continuous employment, eligible employee accrue vacation at the rate of ninety-six (96) hours [four 94) shifts] of vacation each year of continuous employment.

{CW138822.1}

6 through 10 years:

In the sixth through completion of the tenth year of continuous employment, eligible employees accrue vacation at the rate of one hundred forty-four (144) hours [six (6) shifts] of vacation each year of continuous employment.

11 through 12 years:

In the eleventh through completion of the twelfth year of continuous employment, eligible employees accrue vacation at the rate of one hundred sixty-eight (168) hours [seven (7) shifts] of vacation each year of continuous employment.

13 and following years: Beginning the thirteenth year of continuous employment and each subsequent year thereafter, eligible employees shall accrue vacation at the rate of one hundred ninety-two (192) hours [eight (8) shifts] of vacation for each year employment. Employees should schedule vacation days as far in advance as possible. Vacations will be permitted based upon the adequacy of job and staff coverage requirements. Vacation does not accrue during unpaid leaves of absence or other periods of inactive service.

In the event an employee separates from employment, his or her vacation accrual will be prorated based on the applicable tier through the employee’s last day of employment.

SECTION 7.2: MAXIMUM VACATION ACCRUAL BALANCE

Unused vacation leave accrues year-to-year but will be capped when the employee has reached a balance of one and one-half (1 ½) times the employee’s annual accrual. Once an employee has reached 1½ times his or her annual accrual, he or she will accrue no further vacation until the employee has expended vacation time to reduce the employee’s balance below the maximum annual accrual. CITY is not responsible for informing employees that they have reached their maximum accrual balance. Employees are responsible for keeping track of their own accrued vacation time.

Employees who have accruals in excess of the applicable cap as of the effective date of this MOU will continue to accrue vacation for one year from the effective date of this Agreement in order to allow the employee time to use vacation and reduce their accrual below the applicable cap. If the employee’s balance is not reduced below the applicable cap with the one year period, the employee will cease to accrue additional vacation at that time until such time as their accrued vacation time falls below the maximum cap.

SECTION 7.3: IN LIEU PAY

In the event CITY denies at least two written requests of an employee for vacation during a fiscal year (July 1 to June 30), the employee may request pay in lieu of vacation time requested, which will be deducted from the employee’s vacation bank. Employees must present documentation of the denied requests to the Administrative Services Officer to receive in-lieu pay under this section.
[§11, p. 6]

SECTION 7.4: DISCRETIONARY SCHEDULING AND VACATION BUY-BACK

CITY may, in its discretion, schedule vacation time for employees, according to its business needs, or it may buy back unused accrued vacation time from employees in December at the end of each calendar year during the period this MOU is in effect.

Employees may request the cash value of up to fifty-six (56) hours of their accrued vacation time each calendar year. Such requests will be granted provided, the City Administrator determines CITY’s business needs and financial abilities permit such cash-out. Vacation cash-out shall be administered in accordance with the IRS regulations (Regs. Sec. 1.451-2(a)) and rules related to vacation cash-out programs. CITY’s preference is that employees use their allotted vacation time for its intended purpose.

ARTICLE 8 – SICK LEAVE

SECTION 8.1: SICK LEAVE ELIGIBILITY

Employees with accumulated sick leave may be granted sick leave for the following:

- A. Preventative care, illness or physical incapacity of the employee.
- B. Enforcement of quarantine of the employee in accordance with community health regulations.
- C. Illness or injury in the immediate family will be granted in accordance with the Family Medical Leave Act.
- D. Medical, vision and dental office appointments, which cannot be conducted during off-duty hours.
- E. For diagnosis, care, or treatment of a medical condition or preventative treatment of an employee or an employee’s family member in accordance with California Paid Sick Leave laws.
- F. To obtain relief or services related to being a victim of domestic violence, sexual assault, or stalking in accordance with California Paid Sick Leave Laws.

SECTION 8.2: SICK LEAVE ACCRUAL AND USE

Sick leave pay shall be calculated using the effective pay period. All bargaining unit employees shall be granted ten (10) hours of accrued sick leave for each full month of service, which results in one hundred twenty (120) hours of paid sick leave per year. Employees are not eligible to draw on this sick leave until they have completed ninety (90) days of service for the CITY.

Doctors Certificate - Prior to returning to duty after an employee has used three (3) days or the employee must submit a physician's certificate to the Fire Chief stating the employee is fit to work.

Cap on Accrual/Unused Sick Leave - Unused sick leave shall be accumulated from year to year. Employees who are employed as of the effective date of the Agreement may accrue sick leave to a maximum of one thousand sixty-four (1,064) hours. Employees who are hired

after January 1st, 2022, may accrue sick leave to a maximum of seven hundred twenty (720) hours.

Family Care Sick Leave - Employees may use ½ of their accumulated sick leave to attend to illnesses in the immediate family in accordance with California Kin Care Laws.

ARTICLE IX - LEAVES OF ABSENCE

Leaves of absence will be administered in accordance with state and federal law and CITY policies, as set forth in the Personnel Rules, as amended from time to time.

CITY complies with California and federal law governing family and medical leaves. The provisions of this section shall be applied in conformity with the California Family Rights Act and the Federal Family Medical Leave Act.

SECTION 9.1: BEREAVEMENT LEAVE:

Bereavement leave shall be administered in accordance with California law, except as set forth in this Section. Bereavement leave may be used by employees who have been employed for at least 30 days when they are required to be absent from work because of a death in their immediate family, not to exceed five (5) work days per incident. Immediate family is defined as an employee’s spouse, child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law, as those terms are defined under the California Family Rights Act.

Three (3) workdays will be paid. Should the employee take the additional two (2) days, the employee will be required to use accrued leave bank(s) or take the time off without pay. Bereavement leave must be used within three months of the family member’s death.

The employee must provide documentation of death within 30 days of the first day of your bereavement leave. This documentation may be in the form of a death certificate, obituary, or written verification of death, burial, or memorial service from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency. Additional consideration may be given in special cases as determined by the City Administrator.

SECTION 9.3: LEAVE OF ABSENCE WITHOUT PAY

Employees may request a leave of absence "without pay" from the City Administrator, up to a maximum of one year, for the following reasons:

- A) Prolonged illness.
- B) To attend school or college or to enter training to improve the quality of his/her service.

SECTION 9.4: JURY DUTY

The City Administrator or designee will grant time off for jury duty as required by law and in accordance with CITY policy. In such cases, the employee shall be paid his/her regular salary. If the employee accepts his or her regular salary, he or she will remit any jury fees he or she

receives from the Court to the CITY, except pay for travel and meals. Once released from jury duty, the employee shall immediately return to work to complete his/her assigned shift.

SECTION 9.5: MILITARY LEAVE

The City Administrator or designee will grant Military leave in accordance with State and federal law.

SECTION 9.6: REPORTING ABSENCES AND UNAUTHORIZED ABSENCES

An employee who is absent from duty for any reason shall report his or her absence and the reason for the absence to his or her supervisor, the Fire Chief, or the City Administrator immediately on the day of absence before the employees shift if possible, unless unable to do so.

All unauthorized or unreported absences. Shall be considered absence without leave and a deduction of pay will be made for each period of such absence. A voluntary absence without leave for five (5) consecutive days shall be treated as an automatic resignation from CITY service.

ARTICLE X - BENEFITS AND INSURANCE PLANS

All benefits included with the MOU apply only to bargaining unit employees. Benefits for non-bargaining unit or part-time employees are not part of this MOU.

SECTION 10.1: MEDICAL INSURANCE

All benefits included with the MOU apply only to bargaining unit employees. Benefits for non-bargaining unit or part-time employees are not part of this MOU.

SECTION 10.1MEDICAL/DENTAL/VISION INSURANCE

- A. Medical care and prescription drug benefits shall be provided to City employees pursuant to the California Public Employees Retirement System (PERS) Public Employee Medical and Hospital Care Act (PEMHCA).
- B. For all eligible active and retired employees enrolled in a CalPERS PEMHCA Medical Plan, the City shall contribute the required Minimum Employer Contribution (MEC) plus any adjustment by the PERS Board to reflect any change in the medical care component of the Consumer Price Index, rounded to the nearest dollar.
- C. Each year the PERS PEMHCA MEC amount shall be adjusted by the PERS Board to reflect any change in the medical care component of the Consumer Price Index, rounded to the nearest dollar. The City will pay the required adjusted amount.
- D. The City shall also maintain a dental and vision plan available to eligible employees.

SECTION 10.2. CITY CONTRIBUTION

- A. In the first year of the MOU, the City shall contribute up to the amount of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) per month for each employee toward the combined premiums for medical, dental, and vision coverage for each employee and employee’s dependents, if any; in the second year of the MOU, the City’s contribution shall increase to Two Thousand Six Hundred Twenty-five and 00/100 Dollars (\$2,625.00) per month; in the third year of the MOU, the City’s the contribution shall increase to Two Thousand Seven Hundred Twenty-Five and 00/100 Dollars (\$2,725.00) per month.
- B. Employees may allocate the City’s contribution to any combination of medical, dental or vision coverage during open enrollment or pursuant to a special event as defined by the health care plan. The City’s contributions shall not exceed the actual amount of the premiums. The employee shall be responsible for the balance of the premiums, if any, which is due to maintain coverage.
- C. Alternative Insurance: Employees with proof of alternate insurance may opt out of all available City health insurance coverage and, in lieu, receive a cash payment of two hundred fifty dollars (\$250) per month. In no event will employees who waive all coverage receive more than fifty percent (50%) of the City’s requited contributions per this MOU as salary.

SECTION 10.3. PLAN YEAR

The new plan year is effective January 1, 2024. The City’s contributions and employee deductions, if any, shall commence in December 2024, and shall be made over the course of twenty-four (24) pay periods. Increases in the City’s contributions to premiums in years two and three of this MOU will be made in accordance with each new plan year.

SECTION 10.4: LIFE INSURANCE AND LONG-TERM DISABILITY

- A. The City shall contribute the full cost towards a City sponsored long-term disability and group term life insurance program administered through Assurant.
- B. Employees are responsible for the payment of any costs in excess of the maximum City contribution.
- C. The City will provide Long-Term Disability insurance coverage equal to sixty-six and two-thirds percent (66.6%) salary per month subject to the maximum monthly benefit as described by the plan with a maximum ninety (90) calendar days wait period.
- D. Group term life insurance coverage shall be \$15,000 for natural death and \$30,000 accidental death for employee only.

SECTION 10.5: RETIREE HEALTH INSURANCE

Eligibility: Employees hired before the effective date of this MOU shall be eligible for the Retiree Health Benefit based upon the following:

<u>Hire Date</u>	<u>Required Years Service Completed</u>
Before July 1, 2009	5 Years
On or After July 1, 2009	10 years

- A. Employer Subsidy of Retiree Health Premiums: Employees who retire while meeting eligibility as set forth in this section, shall receive an employer subsidy of 50% of the premium of the lowest cost CalPERS plan premium for employee only, minus the PEMCHA MEC amount in Section 18 A, as adjusted annually, until they reach the age of eligibility for Medicare.
- B. After attaining the age of Medicare eligibility, the retiree shall receive an employer subsidy of 50% of the premium of the lowest cost CalPERS Medicare plan for employee only, minus the PEMCHA MEC amount in Section 18.A, as adjusted annually.
- C. A retiree’s subsidy level shall be set by the Memorandum of Understanding in effect at the time of the employee’s retirement from the City.
- D. Nothing in this provision shall serve to reduce or change retiree health benefits that have commenced and are being received by any former employee as of the effective date of this MOU, pursuant to this MOU or any predecessor agreement,
- E. Upon retirement, should the employee elect not to participate in the retiree medical benefit plan, the CITY's contribution will be zero and it will be an irrevocable election.

ARTICLE XI - RETIREMENT BENEFITS

CITY participates in the Public Employees Retirement System (P.E.R.S.)

Employees hired prior to July 1st, 2010, participate in the PERS 2% at 55 full and modified formula for active local safety members. Participation requires a payment of 7% of the employee's gross salary for the 2% at 55 benefit.

Pursuant to the Public Employees' Pension Reform Act (PEPRA), any employee hired on or after January 1st, 2013, who is a "new member" as defined by PEPRA shall participate in the PERS 2% at 57 full and modified formula for active local safety members. Participation requires employees to contribute one-half(½) of the "normal cost" of the benefit, rounded to the nearest one-fourth (¼) of 1% or the current contribution rate of similarly situated employees, whichever is greater. Employee contributions will be paid on a pre-tax basis.

ARTICLE XII - INCENTIVES AND SPECIAL PAYS

Employees are eligible for longevity pay based on years of continuous full-time service with the CITY. Longevity pay will be added to base hourly rate in 2.5% increments as follows:

- 2.5% at 5 years of continuous service
- 2.5% at 10 continuous years of service (5% total)
- 2.5% at 15 years of continuous service (7.5% total)
- 2.5% at 20 years of service (10% total)
- 2.5% at 25 years of service (12.5% total, the maximum level of longevity pay regardless of years of service beyond 25)

SECTION 12.2: TUITION AND EXPENSE REIMBURSEMENT FOR RENEWAL CERTIFICATES AND LICENSES

Tuition reimbursement. CITY shall pay any fees for renewal certificates and licenses necessary for the employee’s current position .

City shall reimburse employee's expenses for tuition, books, and materials upon the employee’s demonstration of the satisfactory completion of approved courses by the Fire Chief or City Administrator relating to his or her respective job.

SECTION 12.3 EDUCATIONAL INCENTIVE PROGRAM

Educational incentive program. Employees who obtain degrees, licenses, certifications, permits and/or successfully complete continuing education courses in their related field may be entitled to incentive compensation to be added to their base salary. No incentive pay will be provided for employees who complete work or receive certifications that is required or can reasonably be construed as being required to fulfill the requirements of their position. At no time will the maximum allowable incentive compensation (educational and certification combined) exceed twelve percent (12%).

Due to the broad range of credentials available relative to the many categories of employment, the City Administrator shall use his/her discretion with input from the Fire Chief to determine the appropriate incentive compensation.

Prior to beginning work in an area that may qualify under this program, it shall be the responsibility of the employee to submit through their supervisor a written request for verification of potential incentive pay percentage. Requests shall include a curriculum or description of studies or scope of testing, a copy of any degree, credential, certification, permit, or license obtained by the Employee. All educational and certification classes or programs must be authorized in advance by The Fire Chief and/or the City Administrator to be eligible for reimbursement. The City may request additional information from the employee in order to make a determination.

Employees already possessing such credentials shall submit in writing their request in the same manner as above.

Educational incentive rates will be established under the following general guidelines:

- Educational incentive:
 - 60 units or equivalent or an A.A. degree = 2.5%
 - 120 units or equivalent or B.S. or B.A. = 2.5%
 - 180 units or equivalent or Masters = 2.5%

Educational incentives will be capped at 7%

Certification- incentive rates for approved certifications shall be 2.5%.

Certification incentives will be capped at 5%; however, upon recommendation of the Fire Chief and with approval of the City Administrator, an employee may be eligible for an additional 5% certification incentive.

SECTION 12.4: BILINGUAL PAY

Employees who are proficient in languages designated by CITY may be eligible for bilingual pay. Employees who have passed a CITY approved bilingual proficiency test in a designated language may be eligible for bilingual pay by the Fire Chief. Upon approval by the City Administrator, the employee shall receive a monthly stipend in the amount of fifty dollars (\$50.00). Employees must regularly use their bilingual skills in the course and scope of their employment to remain eligible for bilingual pay.

SECTION 12.5: UNIFORM AND PPE ALLOWANCE

The Department shall provide uniforms and PPE at CITY expense as follows:

CITY shall purchase the first-Class B uniform for each bargaining unit employee and shall provide personal protective equipment as set forth in Attachment B to this MOU. In addition, CITY will provide an annual uniform allowance of seven hundred fifty dollars (\$750.00). Employees shall receive a lump sum for uniforms twice a year on the 30th of November and the 30th of June. Payments shall be pro-rated, starting the first full month after beginning FTE.

The uniform allowance shall be taxed as required by law; however, employees may submit valid receipts for uniform purchases prior to the allowance being paid to eliminate taxation of this benefit. If receipts are submitted and the amount is provided as a reimbursement to the employee, PERS pension contributions will not be calculated on the reimbursement amount. Uniforms and/or safety equipment destroyed or damaged beyond reasonable use while on duty and in line of duty shall be replaced by CITY at CITY expense.

ARTICLE XIII - GRIEVANCE PROCEDURE

SECTION 13.1: DEFINITION OF A GRIEVANCE

This procedure is established to provide employees with the opportunity and a mechanism to bring forth grievances.

For purposes of the process described herein, grievance is a complaint or claim by the Union or an employee that the City has violated a provision of the MOU or that the employee has been adversely affected by a misinterpretation or misapplication of a City policy, regulation, rule or procedure relating to the employee’s terms and conditions of employment. Employees may represent themselves in prosecuting grievances or may be represented by the Union.

This procedure does not apply to:

- (a) employee dissatisfaction over wage rates once such rates have been established by action of the City Council following the meet and confer process;
- (b) performance reviews; or
- (c) disciplinary action as defined in Article XIV.

SECTION 13.2: TIMELINES

- A. For purposes of this Article, timelines are in calendar days.
- B. The time limits specified below may be extended for a reasonable period of time to a definite date and time by the mutual consent of the parties involved.
- C. Failure on the part of the Fire Chief, City Administrator, or other City representatives to timely respond to a grievance shall be considered the equivalent to a negative response upon the last day allowed for a response and the Grievant shall be free to proceed to the next step within the time limits allowed for that step.
- D. Failure on the part of the Grievant to meet the prescribed timelines for filing will result in the grievance being deemed untimely, which is grounds for dismissal of the grievance.

SECTION 13.3: PROCEDURE

Step 1. Informal Resolution. The Grievant shall make efforts to informally resolve the grievance with the Fire Chief within ten (10) calendar days of when Grievant knew, or reasonably should have known, of the event, decision or circumstances giving rise to the grievance. The Fire Chief shall respond to the Grievant within ten (10) calendar days.

Step 2. Formal Submission to Fire Chief. In the event that such efforts do not produce a resolution satisfactory to the Grievant, the Grievant may submit the grievance in writing to the Fire Chief within seven (7) calendar days of the informal response in Step 1. The written grievance shall contain a factual statement as to the circumstances or nature of the grievance and the policy, regulation, rule, procedure or MOU provision at issue, as well as the Grievant’s desired resolution. Upon receipt of the Grievant’s Step 2 written grievance, the Fire Chief shall make such investigation as required and reply in writing to Grievant and the Union within seven (7) calendar days.

Step 3. Submission to City Administrator. If the Grievant is not satisfied with the Fire Chief's response and wishes to appeal the matter further, the Grievant may, within seven (7) calendar days of the receipt of the Fire Chief's Step 2 response, submit the grievance to the City Administrator. The Grievant shall attach the Step 2 written grievance and the Fire Chief's Step 2 response to the Step 3 grievance.

The City Administrator may respond to Step 3 grievance in writing within seven (7) calendar days or may convene a meeting of the interested parties at their earliest convenience and respond in writing to the Grievant and the Union within seven (7) calendar days of the meeting.

Step 4- Submission to the Personnel Committee- If the Grievant is not satisfied with the City Administrator's Step 3 response, the Grievant may submit the grievance to the City Council's Personnel Committee within seven (7) calendar days of the City Administrator's Step 3 response. The Grievant shall attach the Step 2 through 3 grievance submissions and responses to the Step 4 grievance.

Within ten (10) calendar days of submission of the Step 4 grievance, the parties shall submit Step 4 written arguments /statements of position, along with any pertinent exhibits to the Personnel Committee. Any party may include a written request for an audience with the Personnel Committee. The Personnel Committee will notify the parties and the Union within fifteen (15) calendar days whether an audience will be held, or a determination will be made based on the Step 4 written arguments/ statements of position.

If an audience is to be held, the Personnel Committee shall convene to hear the matter at its earliest convenience. The Grievant, or the Union on the Grievant's behalf, the Fire Chief or other affected party or parties, as determined by the Committee, may present oral arguments during the meeting. Arguments shall be limited to the merits of grievance and subject to reasonable time limits as set by the Committee. Formal testimony and evidence shall not be allowed, unless agreed to in writing by both parties and the Committee prior to the scheduled meeting.

After the meeting, the Committee may take any of the following actions:

- a. Designate further study into the matter and arrive at a determination within thirty (30) calendar days, or
- b. Deny the grievance, or
- c. Sustain grievance and order a remedy, or
- d. Sustain the grievance in part and order a remedy or
- e. Refer the matter to the Council as a whole.

If an audience is not held, the Committee shall base its decision on the written submissions of the Parties and shall notify the parties and the Union which of the above actions will be taken within fifteen (15) days of the submission of the Step 4 written arguments/ position statements.

Unless the Personnel Committee refers to the City Council, its decision is final and binding.

Step 5 Referral to Council- If the grievance is referred to the Council, the Council shall place the matter on its agenda for oral arguments in closed session at its next regularly scheduled meeting. Such argument shall be limited to the merits of the grievance. Formal testimony and evidence shall not be allowed, unless agreed to in writing by both parties and the Council prior to the scheduled meeting. After the meeting, the Council may:

- (a) Designate further study into the matter and arrive at a determination within thirty (30) calendar days, or
- (b) Deny the grievance, or
- (c) Sustain the grievance and order a remedy, or
- (d) Sustain the grievance in part and order a remedy, or
- (e) Recommend changes to take place over a designated period of time, to be commenced within 30 days.

The decision of the Council is final and binding.

ARTICLE XIV - DISCIPLINE

SECTION 14.1: DISCIPLINARY ACTION AND REPRESENTATION

- A. The term “punitive action” means any action defined by Government Code section 3251(c): “any action that may lead to dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer for the purposes of punishment.” For purposes of Article 14, “disciplinary action” is synonymous with “punitive action.”

The employee may be represented by a Union/Association representative or an attorney of his or her choice at all stages of the proceedings. All costs associated with such representation shall be borne by the employee.

SECTION 14.2: AUTHORITY

Any regular employee may be disciplined by the Fire Chief Prior to a suspension of more than one (1) workday, demotion or dismissal, the Fire Chief must contact and discuss such action with the City Administrator. All proposed orders and orders for disciplinary action involving suspension, demotion or dismissal shall be reviewed by the City Attorney for legal sufficiency. All orders shall then be filed with the City Administrator and a copy thereof shall be served upon the employee who is the subject of the disciplinary action. If personal service upon the employee is impossible, a copy of the order shall be sent by certified mail to the employee at his/her last known address. If the order(s) are sent to the employee via certified mail, the employee shall be considered to be served with the order(s) five days after the order(s) are mailed.

SECTION 14.3: CAUSE FOR DISCIPLINE

Each of the following constitutes cause for discipline of an employee or person whose name appears on any employment list but it is not to be considered an exhaustive list of causes for disciplinary action:

- a. Fraud in securing appointment;
- b. Incompetence;
- c. Inefficiency;
- d. Inexcusable neglect of duty;
- e. Insubordination;
- f. Threatening or intimidating behavior, assault of supervisor, member of the public or other employees;
- g. Falsifying records;
- h. Consuming, possessing or being under the influence of alcohol, illegal drugs or drugs for which the employee does not possess a valid prescription while on duty;
- i. Inexcusable, unauthorized or unreported absence or tardiness without leave; excessive absenteeism or tardiness;
- j. Conviction of a felony or conviction of a misdemeanor involving moral turpitude;
- k. Discourteous treatment of the public or other employee;
- l. Obscene or immoral conduct;
- m. Political activity which is in violation of federal, state or local laws and regulations;
- n. Violation of this MOU or City or Departmental rules, policies regulations, or orders;
- o. Any other failure of good behavior or acts, either during or outside of duty hours, which are incompatible with or inimical to the public service;
- p. Refusal to take and subscribe to any oath or affirmation which is required by law in connection with employment;
- q. Dishonesty;
- r. Failure to obtain required operator's license or permit;
- t. Personal use, misappropriation, or other misuse of City property;
- u. Poor work performance;
- v. Theft
- w. Discrimination or harassment;
- x. On-duty conduct constituting criminal activity
- y. On duty or off-duty Conduct that may discredit the Department or the City or bring either into disrepute or conduct tending to harm to the public service;
- z. Impairment of the good order and discipline of the Department;
- aa. Engaging in operating a personal business or expending excessive time on personal matters while on duty;
- bb. Conduct adversely affecting the safety and welfare of others;
- cc. Accepting or proposing personal rewards, privileges, benefits, or gifts that may create a conflict of interest or the appearance thereof;
- dd. Failure to follow reasonable direction from employee's supervisors;
- ee. Failing to report the misconduct of other employees
- ff. Conduct unbecoming a public safety employee

SECTION 14.4: PRE-DISCIPLINARY APPEALS PROCEDURE

- A. An employee, other than a probationary employee, who is served with a notice of proposed disciplinary action may appeal such action prior to imposition of the disciplinary action by filing notice with the Fire Chief within ten (10) calendar days after service of such notice on the employee.
- B. The written notice of proposed disciplinary action shall include:
 - 1. The reason(s) for the proposed action.
 - 2. The charges being considered.
 - 3. The relevant City policies, rules, ordinances or MOU provisions
 - 4. The proposed disciplinary action (level of discipline).
 - 5. The effective date of the disciplinary action.
 - 6. A statement of the employee's right, prior to the effective date of the proposed action, to a meeting with a designated Skelly Officer, at which time the employee will be afforded a reasonable opportunity to respond orally or in writing to the proposed action.
 - 7. A statement of the employee's right to be accompanied by a representative of the employee's choice during the meeting.
 - 8. A statement that the employee has seven (7) calendar days from the service of the proposed discipline to make a written request for a pre disciplinary Skelly meeting either orally or in writing and informing the employee to whom the request should be directed. The Skelly meeting shall take place within ten (10) days of the Employee's written request.
 - 9. All charges filed against a regular employee shall be documented in clear and concise language. The employee shall be given an opportunity to review the documents or materials upon which the proposed disciplinary action is based, and the employee shall be supplied a copy of the documents at the employee's request prior to the Skelly meeting. The employee is entitled to be represented at the pre-disciplinary Skelly meeting.
- C. .During the Skelly meeting , the employee may present information and/or arguments to the designated *Skelly* Officer concerning the proposed disciplinary action. The employee may submit evidence though the formal rules of evidence shall not apply and the employee may not call witnesses. The designated *Skelly* Officer may amend, modify or revoke any or all the charges, including the proposed disciplinary action. [§26, ¶¶1-2, P. 15] If, after the pre-disciplinary *Skelly* hearing, the Fire Chief or his designee elects to impose disciplinary action, he or she will notify the employee in writing of his or her decision by serving the employee with a Final Notice of Disciplinary Action forty-eight (48) hours or more before the effective date of the disciplinary action.
- D. If the employee does not request a pre-disciplinary hearing within the timeframe prescribed above, a Final Notice of Discipline will be served upon the employee and the disciplinary action will be imposed.

Probationary employees may be dismissed without a pre-disciplinary hearing.

SECTION 14.5: POST-DISCIPLINARY APPEALS PROCEDURE

Employee Right to Hearing. Employees who receive a Final Notice of Discipline imposing disciplinary action may appeal the disciplinary action pursuant to this Section. The Notice of Discipline shall include or be accompanied by a statement advising the employee of his or her right to request a hearing by filing a Notice of Appeal.

- A. **Notice of Appeal.** Should the employee wish to appeal disciplinary action subject to this section, the employee must file a written Notice of Appeal with the City Administrator within fifteen (15) calendar days after service of the Final Notice of Discipline. Failure of the employee to timely file a Notice of Appeal constitutes waiver of the employee’s right to a hearing.
- B. **Arbitration.** Upon receipt of the employee’s Notice of Appeal, the employee and the City shall attempt to mutually agree on an acceptable arbitrator. If no agreement can be reached on an arbitrator within seven (7) calendar days, a list of seven (7) names from the California State Conciliation & Mediation Service shall be obtained. The parties shall alternately strike names until only one name remains, which name shall be the arbitrator in the dispute. The party to strike the first name shall be chosen by lot. The arbitrator’s decision shall be final and binding on all parties, but shall have no power to add to, subtract from, alter, modify or go beyond the applicable provisions of the MOU or City policies, regulations, rules or procedures. Unless otherwise provided by law, all costs related to the hearing directed to be incurred by the hearing officer and all fees of the hearing officer will be shared equally by the parties, Other costs, including attorney’s fees, shall be borne by the party who incurs said costs.

Sections 14.4 and 14.5 relating to disciplinary processes and appeals do not apply to probationary employees.

ARTICLE XV - MANAGEMENT RIGHTS

Except to the extent that the rights, powers, and authority of CITY are specifically limited by the provisions of this Memorandum of Understanding, CITY retains all rights, powers, and authority granted to it. Nothing herein shall be construed to restrict any legal or inherent exclusive CITY rights with respect to matters of federal legislative or managerial policy, which include among others: 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; direct its employees; take disciplinary action; relieve its employees from duty for legitimate reason; maintain the efficiency of governmental operations to be conducted; 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. This agreement is not intended to be construed to modify the provision of The Municipal Code relating to Civil service or personnel administration. CITY shall continue to exercise authority over classification of jobs, procedures and standards of selection for employment and promotion.

ARTICLE XVI – ASSOCIATION RESPONSIBILITY

ASSOCIATION agrees that during the term of this agreement, neither it nor its officers, employees or members will engage in, encourage, sanction, support or suggest any strikes, work stoppages, boycotts, slowdowns, mass absenteeism, picketing or any other similar actions which would involve suspension of, or interference with the normal work of the CITY. In the event that any concerted action as described above occurs, ASSOCIATION will notify its members that such activity is a violation of this Memorandum of Understanding and ASSOCIATION will notify its members that such conceited action shall cease, and the members shall return to work or be subject to disciplinary action.

ARTICLE XVII – PERSONNEL RULES

The CITY's Personnel Rules, as may be amended from time to time after meeting and conferring with the ASSOCIATION, and the regulations and/or policies of the City of Angels Fire Department shall apply to employees covered by this MOU, to the extent that they are not in conflict with any provision of this MOU.

ARTICLE XIII – SEPARABILITY

In the event that any provision of this MOU is declared by Coult of competent jurisdiction to be unenforceable or illegal, such nullification shall not affect any other provisions of the MOU, which shall remain in full force and effect.

ARTICLE XIV – SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding this ____ day of _____, 2024 at City of Angels, California.

CITY of ANGELS EMPLOYEES ASSOCIATION

President

Date Signed

Treasurer

Date Signed

Representative

Date Signed

CITY OF ANGELS

Jennifer Davis-Herndon, Mayor

Date Signed

Steve Wiliams, Interim City Administrator

Date Signed

Fire Salary Schedule 2912 hours

Proposal A *		<u>Based on 2756 Hr w/ 156 hr FLSA Proposed Schedule</u>				
Range		Step 1	Step 2	Step 3	Step 4	Step 5
32	Fire Captain II **	\$29.11	\$30.57	\$32.09	\$33.70	\$35.38
		\$7,253.24	\$7,615.90	\$7,996.70	\$8,396.53	\$8,816.36
		\$87,038.90	\$91,390.85	\$95,960.39	\$100,758.41	\$105,796.33
31	Fire Captain	\$28.40	\$29.82	\$31.31	\$32.88	\$34.52
		\$7,076.33	\$7,430.15	\$7,801.66	\$8,191.74	\$8,601.33
		\$84,916.00	\$89,161.80	\$93,619.89	\$98,300.88	\$103,215.93
25	Fire Engineer	\$24.49	\$25.71	\$27.00	\$28.35	\$29.77
		\$6,102.09	\$6,407.20	\$6,727.56	\$7,063.93	\$7,417.13
		\$73,225.10	\$76,886.36	\$80,730.67	\$84,767.21	\$89,005.57
17	Fire Fighter	\$20.10	\$21.11	\$22.16	\$23.27	\$24.43
		\$5,008.25	\$5,258.66	\$5,521.60	\$5,797.68	\$6,087.56
		\$60,099.00	\$63,103.95	\$66,259.15	\$69,572.10	\$73,050.71

* All employees begin at Step 1, except for one Fire Captain who begins at Step 2.

** Fire Captain II is a new position for one employee, who begins at step 5

*** Monthly and annual rates include the 156 hr of FLSA

City of Angels FIRE MOU
2024-2027
EXHIBIT B
City Provided PPE

ACFD PPE City provided

Uniform pants	Qty 2 pair/ year
Structure helmet	1 every 10 years
Structure hood	1 every 5 years
Structure jacket	1 every 10 years
Structure pants	1 every 10 years
Structure gloves	1 every 2 years
Structure boots	1 every 3 years
Wildland helmet	1 every 10 years
Wildland goggles	1 every 3 years
Wildland shroud	1 every 10 years
Wildland jacket	1 every 3 years
Wildland pants	1 every 3 years
Wildland gloves	1 every 2 years
Wildland boots/station boot hybrid	1 every 2 years
Wildland web gear	1 every 5 years
Wildland hose clamp	1 every 5 years
Wildland fire shelter	1 every 10 years

**CITY OF ANGELS
CITY COUNCIL
Resolution #24-94**

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF ANGELS,
ADOPTING THE ANGELS CAMP FIREFIGHTER ASSOCIATION
MEMORANDUM OF UNDERSTANDING**

WHEREAS, the City of Angels Employee’s Association members have met and conferred; and

WHEREAS, the Association has approved the attached Memorandum of Understanding, with the begin date, of July 1, 2024, and expiring on June 30, 2027.

NOW, THEREFORE, BE IT RESOLVED, that the City of Angels City Council does hereby approve the Memorandum of Understanding between the City and the City of Angels Employee’s Association as set forth in Attachment A, which is attached hereto and made a part hereof.

PASSED AND ADOPTED this 3rd day of December 2024, by the following vote:

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

Jennifer Herndon Mayor

Rose Beristianos, City Clerk



HOME OF THE JUMPING FROG



CITY HALL

CITY OF ANGELS PO Box 667, 200 Monte Verda St. Suite B, Angels Camp, CA 95222 P: (209) 736-2181

DATE: December 3, 2024
TO: City Council
FROM: Steve Williams, Interim City Administrator
RE: **APPROVE RESOLUTION NO. 24-95. A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF ANGELS, ADOPTING THE CITY OF ANGELS EMPLOYEE'S ASSOCIATION (MISCELLANEOUS) MEMORANDUM OF UNDERSTANDING**

RECOMMENDATION

Staff recommends adoption of Resolution No. 24-95, approving a Memorandum of Understanding Between City of Angels Camp Employees Association Miscellaneous.

BACKGROUND

Having met and conferred in good faith with the City of Angels Camp Employees Association Miscellaneous and discussions centering on wages healthcare benefits and other various important items, an agreement has been reached.

FINANCIAL IMPACT

There will be and increase to the budget due to the added benefits for employees. Funds from both the General Fund and the Enterprise Fund will be used.

ATTACHMENTS

Memorandum of Understanding
Resolution No. 24-95



PROPOSED MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF ANGELS AND CITY OF ANGELS EMPLOYEE ASSOCIATION
MISCELLANEOUS UNIT
2024-2027

ARTICLE I – RECOGNITION AND SCOPE OF AGREEMENT

SECTION 1.1: PARTICIPANTS

This agreement is entered into between the City of Angels (“City”) and the City of Angels Employee's Association (“Association” or “CAEA”, having met and conferred in good faith pursuant to Government Code Section 3500 et seq. Designated representatives have freely exchanged information, opinions and proposals and have endeavored to reach agreement on matters relating to wages hours and other terms and conditions of employment.

SECTION 1.2: DEFINITION OF CITY

The City Council or the person or persons duly authorized by the City Council as the representative of the City of Angels, shall hereinafter be referred to as "City". [§3.1, P. 1]

SECTION 1.3 BARGAINING UNIT

For purposes of identification this bargaining unit shall be referred to as the “Miscellaneous Unit” and this MOU shall be applicable to all full-time employees in the classifications listed in Exhibit A to this MOU. The terms "employee," "bargaining unit employee" and "members of this unit" may be used interchangeably herein to mean all workers covered by this MOU. The CITY recognizes the ASSOCIATION as the exclusive representative for the purpose of meeting and conferring on matters within the scope of representation

SECTION 1.3: SCOPE OF AGREEMENT

For the term of this agreement, the Memorandum of Understanding fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire understanding between the parties, provided, however, that nothing herein shall prohibit the parties from changing the terms, or any part of the terms, of this MOU, by mutual agreement.

Negotiations will be conducted by the designated negotiator(s) of the City of Angels, and by the representative(s) from the City of Angels Employees Association.

SECTION 1.5: TERM OF AGREEMENT

This MOU shall become effective the first day of the first payroll period following November 7, 2024 (the expiration of the 2021-2024 MOU) through June 30, 2027, provided that it has been

ratified by the bargaining unit and approved by City Council. Nothing herein shall prohibit the parties from changing the terms, or any part of the terms, of this MOU, by mutual agreement.

Should a successor agreement not be reached by the effective end date of this MOU; this MOU shall be automatically extended and continue in effect until a new MOU can be negotiated and executed.

ARTICLE II – EMPLOYEE AND ASSOCIATION RIGHTS

SECTION 2.1: USE OF FACILITIES

The Association shall be allowed by the City to use bulletin boards for communications having to do with official Association business, such as times and places of meeting, etc. Solicitation for membership or other internal Association business shall be conducted during the non-duty hours of all employees concerned. Pre-arrangement for contact must be made with the individual department heads if conducted during the duty period of the employees, and sufficient reason given why this cannot be done during off duty hours. [§4.2, p. 1]

SECTION 2.2: ATTENDANCE AT MEETINGS

For meetings between the City and the Association, employee representatives of the Association shall be given reasonable time off with pay to attend meetings with City representatives concerning matters within the scope of ASSOCIATION’s responsibilities. The use of official time for this purpose shall be reasonable and shall not interfere with the performance of City services as determined by the City. Except by mutual agreement, the number of employees excused for such purpose shall not exceed two. per recognized bargaining unit. Such employee/Association representatives shall submit a request for excused absence to their respective department heads, in a manner satisfactory to the department head, at least two working days prior to the scheduled meeting, whenever possible

SECTION 2.3: SENIORITY

Seniority among represented employees shall be measured from such employee's initial appointment to City service, in each job classification, but shall not include any period during which such employee was on leave without pay. [§4.4.1, P. 2]

Any employee who is re-employed after being terminated voluntarily or discharged by the City, shall lose his/her seniority and his/her seniority shall then be measured from the date of his/her most recent appointment. [§4.4.2, P. 2]

SECTION 2.4: PAYMENT OF ASSOCIATION DUES

- A. Payment of dues shall be by payroll deduction. Upon receipt of written certification by the Association that an employee has signed a deduction authorization, the City will deduct the appropriate dues or fees from the employee’s pay, as established and will remit such dues or fees to the Association. Payroll deductions for new members authorizing dues deduction will become effective the first of the pay period following City’s receipt of the written certification of authorization, provided that the written

authorization is provided to the City before 5:00 p.m. the Friday before the end of the pay period. Should a dispute arise about the existence or terms of any employee's authorization to deduct dues or fees, the Association will provide a copy of the individual authorization at issue to the City.

- B. If an employee requests to cancel or change the deduction, the request must be directed to the Association and not to the City. Deductions will continue unless the Association provides the City written notice of the revocation or modification. Payroll deductions will cease or be modified the first pay period following receipt of written certification from the Association that the employee has revoked or modified the deduction authorization for dues or fees as long as the written authorization is provided before 5:00 p.m. the Friday before the end of the pay period. Neither the City nor the Association will discriminate against any unit member because of the exercise of their statutory rights.
- C. In accordance with Government Code section 1157.12, the Association agrees to hold the City harmless from all claims, demands, suits, losses, or other forms of liability that may arise against the City for or on account of any deduction made from the wages of such employees pursuant to this section.

SECTION 2.5: NEW EMPLOYEE ORIENTATION

Association shall be allowed to participate in initial orientation for new employees under the conditions established in this section.

- A. The City shall provide the Association with ten (10) days advance notice prior to any new employee orientation when practicable. The Association and employer jointly recognize that the City is a small employer, therefore, employee orientation frequently occurs with much less time than ten days between acceptance of an employment offer and new employee orientation. While the City will provide the advance notice required by this section, it is not required to do so if the notice period would delay orientation for a new employee.
- B. The Association may elect to participate in new employee orientation and shall be allotted reasonable time, not to exceed twenty (20) minutes to present information about the Association and Association membership.
- C. Association presentations or other participation in orientation shall be by a member of the Association's Board of Directors. If the Association sends a bargaining unit employee to the orientation rather than its own paid staff, this shall not be considered "representation", but rather an Association marketing function. However, the employee shall be granted paid release time to attend the orientation up to the 20-minute limitation provided in Section 4.6.2.
- D. Association participation in orientation relieves the City from providing any information regarding the Association to the new employee as the Association would fulfill that function exclusively during orientation.

- E. If the Association is unable, or elects not, to participate in orientation, the City will provide new employees with a packet of information from the Association to new employees, including an Association application and documents relating to membership. All packet materials shall be provided by the Association.

SECTION 2.6 INFORMATION TO THE ASSOCIATION

The City shall provide information to the Association as defined in this section as required by law.

- A. The City shall, no more than 30 days following a new hire, provide the Association with the following information regarding the new employee: name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the employer, and home address.
- B. The City shall provide a list of the above information about all bargaining unit employees every 120 days.
- C. The City shall not be required to furnish any of the above information for any employee who makes a written request identifying specific items of information that the employee is electing not to share.
- D. Provision of any information pursuant to this section shall not cause the information to become a public record.
- E. Any information provided under this section shall be safeguarded by the Association and shall be used exclusively by the Association or their designated representative. No personal information regarding employees shall be shared by the Association or their designated representative with any third-party vendors or affiliated organizations.

SECTION 2.7: NO DISCRIMINATION

The City and Association agree that there shall be no unlawful discrimination against, and/or harassment of, employees and job applicants with respect to any terms or conditions of employment on the basis of actual or perceived: race, color, national origin, ancestry, sex (including pregnancy, childbirth, related medical conditions, and breastfeeding), gender, gender identity, gender expression, sexual orientation, age, religion (including religious dress and grooming practices), physical or mental disability, medical condition, pregnancy, marital status, citizenship status, military or veteran status, genetic information or characteristics, or any other basis protected by applicable federal, state, or local law. The term “employee” shall mean all workers covered by this Agreement.

ARTICLE III – PROBATIONARY PERIODS

Newly hired employees shall serve a probationary period of twelve (12) months, unless otherwise extended by the supervisor in writing, for specified reasons, and approved by the City Administrator.

While on initial probation, the status of the employee is "At Will" defined as working at the pleasure of the department head. As such, the employee, during his/her probationary period, is subject to termination without cause. This MOU does not confer any pre-disciplinary rights or post-disciplinary appeal rights on probationary employees.

ARTICLE IV – SALARIES

SECTION 4.1: SALARY RANGE: Salary ranges for each bargaining unit classification during the term of this MOU are set forth in the Miscellaneous Salary Schedule attached as Exhibit A (“Salary Schedule”) and incorporated into this MOU. The CITY and the ASSOCIATION agree that employees’ pay shall be as set forth in the Salary Schedule. Salary increases shall take effect the first day of the first payroll period following November 7, 2024, provided this MOU has been ratified by the bargaining unit and approved by City Council.

Beginning the first pay period following July 1, 2025, each bargaining unit employee shall receive a cost of living increase in the amount of three percent (3%) of the employee’s base hourly rate of pay as set forth in Attachment A (“COLA”). Employees shall receive a second three percent (3%) COLA the first pay period following July 1, 2026.

These rates shall represent the total compensation due employees except for overtime compensation and other benefits specifically provided for by the City in this agreement. The rates of pay set forth do not include reimbursement for actual and necessary expenses authorized and incurred incident to City employment.

SECTION 4.2: BEGINNING SALARIES

- A. Except as otherwise herein provided, the entrance salary for a new employee shall be the minimum salary for the class to which he/she is appointed. Experience and training may be reflected in the salary schedule. In any event, such salary may not be more than the maximum salary for the class to which the employee is appointed.
- B. After the completion of twelve (12) months of full-time satisfactory service, and upon recommendation of the supervisor, the probationary employee shall have completed his/her probation period and be advanced to the next step in the salary range for his/her classification.

SECTION 4.3: SALARY STEP INCREASES

- A. Each employee shall be considered for salary step increases annually according to that employee’s anniversary date, or his/her revised salary anniversary date until the top step has been reached. Salary increases, if awarded, will be paid the next complete pay cycle following the anniversary date.
- B. After the completion of twelve (12) months of full-time satisfactory service in the current step of the salary range, the employee shall be advanced to the next step, upon the recommendation of the supervisor. If, in the opinion of the supervisor, the employee does not warrant a step increase, the supervisor shall advise the City in writing one month prior to the effective date of the step advance that the employee has not achieved the level

of performance required. The supervisor shall be specific as to why a salary increase should be withheld and a copy of this notice (appraisal) given to the employee.

- C. Changes in the employee's salary because of promotion, demotion or postponement of salary step increases due to marginal performance will set a revised salary anniversary date for that employee.
- D. Salary range adjustments for a classification will not set a revised salary anniversary date.
- E. It shall be the responsibility of the department head to report employee performance that is less than satisfactory to the City Administrator. Documentary records and/or appraisal must be maintained and discussed with the employee at least once a year, and more often if considered desirable by the City.

SECTION 4.4: SALARY ON PROMOTION:

Upon the promotion of any employee, the employee shall be placed at the start of the new range that provides a minimum five percent (5%) increase over the salary formerly received unless the top step of the new range is less than 5% in which case they shall be placed at the top step of the new range.

SECTION 4.5: BIWEEKLY PAY PERIODS:

All City employees will be paid on a biweekly basis. This will be a total of 26 paychecks per year which will be issued every other Friday.

SECTION 4.6: SEVERANCE PAY:

Final payroll checks issued as a result of resignation or layoff from City employment will be paid no later than the next regularly scheduled payday. If terminated for cause, accrued wages shall be paid as required by law.

SECTION 4.7: CONVERSION OF SALARIES

Any monthly, daily or hourly rate of pay may be converted into any equivalent rate of pay or to such other time basis when, in the judgment of the City, such conversion is advisable. In determining equivalent amounts of different time bases, the City shall provide tables or regulations to the person involved for the calculation of payment for service of less than full time, and for use in converting monthly salaries to hourly rates, as well as for calculating hourly rates.

SECTION 4.8: COMPENSATION STUDY

During the term of this agreement, the City agrees to conduct a comprehensive compensation study of all represented classifications prior to expiration of the term of this MOU. A final copy of the study shall be provided to CAEA in sufficient time to allow preparation for 2027 negotiations.

SECTION 4.5: PERFORMANCE EVALUATIONS

Documentary records and/or appraisal reports must be maintained and discussed with the employee at least once every year, and more often if considered desirable by the City. [§8.1, p. 6]

ARTICLE V – OVERTIME/ ON-CALL/ CALL-OUT

SECTION 5.1: DEFINITION OF OVERTIME

Overtime is all time worked over 40 hours per week and outside of normal scheduled hours and/or time worked on holidays. In calculating overtime, hours worked includes vacation, sick and comp time used.

SECTION 5.2: AUTHORIZATION OF OVERTIME

All compensable overtime must be authorized by the supervisor or his/her designated representative. If prior authorization is not possible because of emergency conditions, a confirming authorization must be made on the next regular working day following the date on which the overtime was worked. Overtime shall be computed to the nearest one quarter hour.

SECTION 5.3: COMPENSATION FOR OVERTIME

- A. Overtime shall be paid or compensatory time off accrued at a rate equivalent to one and one half (1 1/2) times the regular rate.
- B. Employees may accumulate up to a maximum of eighty (80) hours of CTO. Any additional overtime will be paid at the overtime rate.
- C. Double time will be paid after working more than 4 hours in conjunction with a regular shift. Double time will be paid after working more than 8 hours on a call out.

SECTION 5.4: ON-CALL PAY

Employees assigned on-call duty shall maintain sobriety and remain available to respond to the City within a reasonable time. On call treatment plant operators shall be available to respond within one (1) hour and distribution and collection workers shall remain available to respond within thirty (30) minutes. On call pay of four dollars (\$4.00) per hour shall be provided for on-call employees for hours when an on-call employee is not physically at work.

SECTION 5.5: ON-CALL ELIGIBILITY

Employees in the classification of Plant Operator II are eligible for on-call if they possess a State Certificate at a level that authorizes them to perform the required duties. On-call, call-out and overtime pay shall be based on the employee’s regular rate of pay.

SECTION 5.6: CALL-OUT PAY

- A. Call out time is compensated for by a four-hour minimum. Compensation for additional call outs within the same initial four hour call out period shall not be authorized.
- B. If actual time worked exceeds 2.75 (two and three quarter) hours worked, overtime shall be paid instead of the four-hour minimum.

- C. If a call out occurs within two hours of the normal start time there shall be no four-hour compensation, however, time and a half shall be paid for additional time worked exceeding the normal work day.
- D. At the election of the employee, the employee may accrue compensation time off in lieu of being paid for any individual call out incident. Such accrued compensatory time shall be subject to the same 80-hour maximum accrual limit as established in Section 9.3.2.

SECTION 5.7: WEEKEND SHIFT DIFFERENTIAL

Any employee whose regularly scheduled workweek includes working a Saturday or Sunday will receive an additional five percent (5%) per hour for those hours worked on each weekend day.

ARTICLE VI - HOLIDAYS

SECTION 6.1: ANNUAL HOLIDAYS [§§10.1.1, 10.1.2, p. 8]

All regular full-time employees shall be entitled to fourteen (14) annual holidays off, with full pay. Holidays are eight (8) hours. Authorized holidays are as follows:

- | | |
|----------------------------|------------------------------|
| 1. New Year's Day | January 1 |
| 2. Martin Luther King | 3rd Monday in Jan. |
| 3. Washington's Birthday | 3rd Monday in Feb. |
| 4. Memorial Day | Last Mon. in May |
| 5. Independence Day | July 4 |
| 6. Labor Day | 1 st Mon. in Sep. |
| 7. Columbus Day | 2 nd Mon. in Oct. |
| 8. Veterans Day | November 11 |
| 9. Thanksgiving Day | November, as designated |
| 10. Day after Thanksgiving | November, as designated |
| 11. Christmas Eve | December 24 |
| 12. Christmas Day | December 25 |
| 13. Floating Day ** | **In lieu of Election Day |
| 14. Juneteenth | June 19 |

Any additional holidays recognized by the Federal Government shall be an additional holiday and not substituted for any existing holiday.

SECTION 6.2 HOLIDAYS FALLING ON WEEKENDS, DAYS OFF, AND VACATIONS AND NECESSARY COVERAGE [§§10.1.3-10.1.7, p.8]

- A. When a holiday falls on a Saturday, the preceding Friday shall be recognized as a holiday. When a holiday falls on a Sunday, it shall be recognized the following Monday.
- B. When a holiday falls on an employee's regular work day and an employee is unable to take the day off due to necessary coverage in that work slot, in addition to their holiday pay, the

employee shall be compensated for actual hours worked by either CTO at 1½ times their regular rate or be paid for hours worked at 1½ times their regular rate.

- C. Full time employees working on an irregular shift schedule shall be paid 8 hours of additional time, at the regularly hourly rate, or accrued as comp time, if the holiday falls on one of their regular days off.
- D. If a holiday falls within an employee's vacation leave, that day shall be deemed a holiday and not a vacation day.
- E. If an employee is compensated by CTO for working on a holiday, the maximum CTO limit will apply.

ARTICLE VII – VACATION LEAVE

SECTION 7.1: VACATION ACCRUAL

- A. All permanent full-time employees shall be entitled to annual vacation leave, with pay, according to the number of continuous full calendar years of employment, based on the following scale: [§11, p.9]

<u>Years Completed</u>	<u>Total Hours per Year Accrual Rate</u>	<u>Per Bi-Weekly Pay Period</u>
0-5	80	3.077
6-10	120	4.615
11	128	4.923
12	136	5.231
13	144	5.538
14	152	5.846
15 or more	160	6.154

- B. Vacation time accrues from the first day of employment but generally should not be taken until after passage of 6 months. In lieu pay cannot be substituted for taking vacation time. [§§11.1.2-11.1.4, p.9]
- C. Employees should request to schedule vacation days as far in advance as possible. Vacations will be scheduled so as to provide adequate coverage of jobs and staff requirements. Vacation does not accrue during unpaid leaves of absence or other periods of inactive service.
- D. Vacation accrues to and will be capped at a maximum of 1.5% of the employee’s annual accrual. Once that maximum amount is reached, no further vacation will accrue until some vacation time is used to reduce the employee’s balance below the maximum annual accrual. For employees hired prior to January 1, 2000, the City will pay out accrued vacation in excess of the cap over the term of this Agreement. The timing and amount of such payments will be in accord with the City’s business needs, as determined by the City Administrator. If the employee’s accrual is not reduced below the applicable cap within

the applicable time period, the employee will cease to accrue additional vacation until such time as their accrued vacation time falls below the maximum cap.

SECTION 7.2: IN LIEU PAY [§11.1.5, p. 9]

In the event an employee has made at least three written requests for vacation during a fiscal year (July 1 to June 30) and has been turned down due to specific needs of the City, the employee may request and receive pay in lieu of vacation time requested, which will be deducted from the employee’s vacation bank. Employees must present documentation of the denied requests to the Administrative Services Officer in order to receive in lieu pay under this section.

SECTION 7.3: DISCRETIONARY SCHEDULING AND VACATION BUY-BACK [§11.1.6]

The City may, in its discretion, schedule vacation time for employees in accord with its business needs, or to buy back unused accrued vacation time in December at the end of each calendar year during the period this MOU is in effect. Additionally, employees may request to cash out up to forty (40) hours of accrued vacation time each calendar year. Such requests will be granted provided, in the City Administrator’s sole discretion, City’s business needs and financial abilities allow. Vacation cash-out shall be administered in accordance with the IRS regulations (Regs. Sec. 1.451-2(a)) and rules related to vacation cash-out programs. CITY’s preference is that employees use thIt is the intent of the City that employees use allotted vacation time for its intended purpose.

ARTICLE 8 - SICK LEAVE [§12, p. 10-11]

SECTION 8.1: SICK LEAVE ELIGIBILITY

Employees with accumulated sick leave may be granted sick leave for the following:

- a. Preventative care, illness or physical incapacity of the employee.
- b. Enforcement of quarantine of the employee in accordance with community health regulations.
- c. Illness or injury in the immediate family will be granted in accordance with the Family Medical Leave Act.
- d. Medical, vision and dental office appointments which cannot be scheduled at other than work hours.
- e. For diagnosis, care or treatment of a medical condition or preventative treatment for an employee’s family member in accordance with California Paid Sick Leave laws.
- f. To obtain relief or services related to bring a victim of domestic violence, sexual assault or stalking in accordance with California Paid

SECTION 8.2: SICK LEAVE ACCRUAL AND USE

- A. All regular full-time employees shall be granted eight (8) hours of accrued sick leave for each full month of service accrued at the rate of 3.692 hours per bi-weekly pay period, which results in accrual of 96 hours per year of sick leave. Employees are not eligible to draw on sick leave pay until they have completed ninety (90) days of service with the City.
- B. Accrual of sick leave begins on the first day of the first full month of employment.

- C. Employees may be required to file a physician's certificate with the City Administrator stating the employee is able to resume work.
- D. Unused sick leave shall be accumulated from year to year. Upon retirement, unused sick leave may be credited as service time as provided in the City's contract with PERS.
- E. Employees hired on or after July 1, 2011 shall accrue a maximum of 720 hours of sick leave at any given time.

ARTICLE IX - LEAVES OF ABSENCE

Leaves of absence will be administered in accordance with state and federal and City policies as set forth in the Personnel Rules, as amended from time to time.

SECTION 9.1: BEREAVEMENT LEAVE:

Bereavement leave shall be administered in accordance with California law, except as set forth in this Section. Bereavement leave may be used by employees who have been employed for at least 30 days when they are required to be absent from work because of a death in their immediate family, not to exceed five (5) workdays per incident. Immediate family is defined as an employee's spouse, child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law, as those terms are defined under the California Family Rights Act.

Three (3) workdays will be paid. Should the employee take the additional two (2) days, the employee will be required to use accrued leave bank(s) or take the time off without pay. Bereavement leave must be used within three months of the family member's death.

The employee must provide documentation of death within 30 days of the first day of your bereavement leave. This documentation may be in the form of a death certificate, obituary, or written verification of death, burial, or memorial service from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency. Additional consideration may be given in special cases as determined by the City Administrator

SECTION 9.2: FAMILY MEDICAL LEAVE

The City complies with California and Federal law governing family and medical leaves. The provisions of this section shall be applied in conformity with the California Family Rights Act and the Federal Family Medical Leave Act. Employees are required to use accrued paid vacation leave and paid sick leave for the FMLA Leave period.

SECTION 9.3: LEAVE OF ABSENCE WITHOUT PAY

A regular employee may request a leave of absence "without pay" up to a maximum of one year for a prolonged illness or to attend school or college or to enter training to improve the quality of his/her service.

SECTION 9.4: JURY DUTY

When summoned for jury duty an employee shall be paid his/her regular salary and jury fees that he may receive from the Court shall be remitted to the City, except pay for travel and meals.

SECTION 9.5: MILITARY LEAVE

Military leave will be granted in accordance with State and Federal law.

SECTION 9.6: REPORTING ABSENCES AND UNAUTHORIZED ABSENCES [§§13.8.1-13.8.2]

- A. An employee who is absent from duty for any reason shall report the reason thereof to his/her supervisor or the City Administrator immediately on the day of absence, unless prevented from doing so, or as required by law.
- B. All unauthorized and unreported absences shall be considered as absence without leave and a deduction of pay shall be made for each period of such absence.
- C. Voluntary absence without leave for three (3) consecutive days shall be considered as an automatic resignation from City service.

ARTICLE X - BENEFITS AND INSURANCE PLANS [§14, p.12-15]

SECTION 10.1: MEDICAL INSURANCE

All benefits included with the MOU apply only to bargaining unit employees. Benefits for non-bargaining unit or part-time employees are not part of this MOU.

SECTION 10.1: MEDICAL INSURANCE

All benefits included with the MOU apply only to bargaining unit employees. Benefits for non-bargaining unit or part-time employees are not part of this MOU.

SECTION 10.1MEDICAL/DENTAL/VISION INSURANCE

- A. Medical care and prescription drug benefits shall be provided to City employees pursuant to the California Public Employees Retirement System (PERS) Public Employee Medical and Hospital Care Act (PEMHCA).
- B. For all eligible active and retired employees enrolled in a CalPERS PEMHCA Medical Plan, the City shall contribute the required Minimum Employer Contribution (MEC) plus any adjustment by the PERS Board to reflect any change in the medical care component of the Consumer Price Index, rounded to the nearest dollar.
- C. Each year the PERS PEMHCA MEC amount shall be adjusted by the PERS Board to reflect any change in the medical care component of the Consumer Price Index, rounded to the nearest dollar. The City will pay the required adjusted amount.
- D. The City shall also maintain a dental and vision plan available to eligible employees.

SECTION 10.2. CITY CONTRIBUTION

- A. In the first year of the MOU, the City shall contribute up to the amount of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) per month for each employee toward the

combined premiums for medical, dental, and vision coverage for each employee and employee’s dependents, if any; in the second year of the MOU, the City’s contribution shall increase to Two Thousand Six Hundred Twenty-five and 00/100 Dollars (\$2,625.00) per month; in the third year of the MOU, the City’s the contribution shall increase to Two Thousand Seven Hundred Twenty-Five and 00/100 Dollars (\$2,725.00) per month.

- B. Employees may allocate the City’s contribution to any combination of medical, dental or vision coverage during open enrollment or pursuant to a special event as defined by the health care plan. The City’s contributions shall not exceed the actual amount of the premiums. The employee shall be responsible for the balance of the premiums, if any, which is due to maintain coverage.
- C. Alternative Insurance: Employees with proof of alternate insurance may opt out of all available City health insurance coverage and, in lieu, receive a cash payment of two hundred fifty dollars (\$250) per month. In no event will employees who waive all coverage receive more than fifty percent (50%) of the City’s required contributions per this MOU as salary.

SECTION 10.3. PLAN YEAR

The new plan year is effective January 1, 2024. The City’s contributions and employee deductions, if any, shall commence in December 2024, and shall be made over the course of twenty-four (24) pay periods. Increases in the City’s contributions to premiums in years two and three of this MOU will be made in accordance with each new plan year.

SECTION 10.4: LIFE INSURANCE AND LONG-TERM DISABILITY

- A. The City shall contribute the full cost towards a City sponsored long-term disability and group term life insurance program administered through Assurant.
- B. Employees are responsible for the payment of any costs in excess of the maximum City contribution.
- C. The City will provide Long-Term Disability insurance coverage equal to sixty-six and two-thirds percent (66.6%) salary per month subject to the maximum monthly benefit as described by the plan with a maximum ninety (90) calendar days wait period.
- D. Group term life insurance coverage shall be \$15,000 for natural death and \$30,000 accidental death for employee only.

SECTION 10.5: RETIREE HEALTH INSURANCE

Eligibility: Employees hired before the effective date of this MOU shall be eligible for the Retiree Health Benefit based upon the following:

<u>Hire Date</u>	<u>Required Years Service Completed</u>
Before July 1, 2009	5 Years

On or After July 1, 2009

10 years

- A. Employer Subsidy of Retiree Health Premiums: Employees who retire while meeting eligibility as set forth in this section, shall receive an employer subsidy of 50% of the premium of the lowest cost CalPERS plan premium for employee only, minus the PEMCHA MEC amount in Section 18 A, as adjusted annually, until they reach the age of eligibility for Medicare.
- B. After attaining the age of Medicare eligibility, the retiree shall receive an employer subsidy of 50% of the premium of the lowest cost CalPERS Medicare plan for employee only, minus the PEMCHA MEC amount in Section 18.A, as adjusted annually.
- C. A retiree's subsidy level shall be set by the Memorandum of Understanding in effect at the time of the employee's retirement from the City.
- D. Nothing in this provision shall serve to reduce or change retiree health benefits that have commenced and are being received by any former employee as of the effective date of this MOU, pursuant to this MOU or any predecessor agreement,

Upon retirement, should the employee elect not to participate in the retiree medical benefit plan, the CITY's contribution will be zero and it will be an irrevocable election

ARTICLE XI - RETIREMENT BENEFITS

The City participates in the Public Employees Retirement System (PERS).

SECTION 11.1: EMPLOYEES HIRED BEFORE JANUARY 1, 2013

Employees hired before January 1, 2013 participate in the PERS 2.7% at 55 full and modified formula for active local miscellaneous members. Participation requires a payment of 8% of the employee's gross salary for the 2.7@55 benefit. Effective July 1, 2013, employees will pay the required 8% on a pre-tax basis.

The PERS retirement benefit for miscellaneous members hired before January 1, 2013, shall be based on the highest single year's final compensation.

SECTION 11.2: EMPLOYEES HIRED ON OR AFTER JANUARY 1, 2013

Pursuant to the Public Employees' Pension Reform Act (PEPRA), any employee hired on or after January 1, 2013 who is a "new member" as defined by PEPRA shall participate in the PERS 2% at 62 full and modified formula for active local miscellaneous members. Participation requires employees to contribute one-half ($\frac{1}{2}$) of the "normal cost" of the benefit, rounded to the nearest $\frac{1}{4}$ of 1% or the current contribution rate of similarly situated employees, whichever is greater. Employee contributions will be paid on a pre-tax basis. [§15.1.2, p.15]

15.1.4 The PERS retirement benefit for miscellaneous members hired on or after January 1, 2013 shall be based on three highest year’s final compensation. [§15.1.4]

ARTICLE XII - INCENTIVES AND SPECIAL PAYS

SECTION 12.1: CONFIDENTIAL EMPLOYEE DIFFERENTIAL

16.1.1 The Police Technician has been assigned confidential status and shall receive a pay differential of five percent (5%). Said employee shall continue to receive five percent (5%) above the base rate of pay until reassigned to non-confidential status. The differential pay will not affect the employee's anniversary date. [§16.1, p.15]

SECTION 12.2: LONGEVITY [§16.2, p.16]

Employees are eligible for longevity pay based on years of continuous full-time service with the CITY. Longevity pay will be added to base hourly rate in 2.5% increments as follows:

- 2.5% at 5 years of continuous service
- 2.5% at 10 continuous years of service (5% total)
- 2.5% at 15 years of continuous service (7.5% total)
- 2.5% at 20 years of service (10% total)
- 2.5% at 25 years of service (12.5% total, the maximum level of longevity pay regardless of years of service beyond 25)

SECTION 12.3: EDUCATIONAL INCENTIVE PROGRAM [§16.3- 16.3.7, p.16-17]

- A. Employees who obtain degrees, licenses, certifications, permit and/or successfully complete continuing education courses in their related field may be entitled to an incentive compensation to be added to their base salary.
- B. No incentive pay will be provided for employees who complete work that is required or can reasonably be construed as being required to fulfill the requirements of their position.
- C. At no time will the maximum allowable incentive compensation exceed 5%.
- D. Due to the broad range of credentials available relative to the many categories of employment the City Administrator shall use his/her discretion with input from the department head to determine the appropriate incentive compensation.
- E. Prior to beginning work in an area that may qualify under this program, it shall be the responsibility of the employee to submit through their supervisor a written request for verification of potential incentive pay percentage. Requests shall include a curriculum or description of studies or scope of testing. Employees already possessing such credentials shall submit in writing their request in the same manner as above.
- F. Educational incentive rates will be established under the following general guidelines:
 - 60 units or equivalent or an A.A. degree = 2%
 - 120 units or equivalent or B.S. or B.A. = 3%

- 180 units or equivalent or Masters = 4%
- Professional Credentials =5%
- International or National Certification = .5 to 4%
- State Certification = .5 to 2%
- Certification, Permit or License = .5 to 2%

G. City shall reimburse employee's expenses for tuition, books and materials upon the demonstration of the satisfactory completion of the course for approved courses relating to their perspective jobs.

SECTION 12.4: BILINGUAL PAY [§16.4]

Employees who are proficient in languages designated by the City may be eligible for bilingual pay. Employees who have passed a City approved bilingual proficiency test in a designated language may be designated as eligible for Bilingual pay by their Department head. Upon approval by the City Administrator, the employee shall receive a monthly stipend in the amount of fifty dollars (\$50.00) per month. Employees must regularly use their bilingual skills in the course and scope of their employment to remain eligible for bilingual pay.

SECTION 12.5: FOOTWEAR ALLOWANCE [§16.5, P.17]

- A. The City shall provide designated employees reimbursement for the purchase of safety footwear up to two hundred fifty dollars (\$250). The reimbursement is contingent upon the following:
 - i. Employees whose job classification requires that they work in the field shall be reimbursed on an annual basis.
 - ii. Employees whose job classification requires that they work in the field a nominal amount (e.g., at least twenty-five percent (25%)) shall be reimbursed on a bi-annual basis.
- B. The safety footwear must meet minimum standards established by the City (e.g., steel toe, etc.) and an original receipt must be presented in order to receive reimbursement.
- C. Employees may request a reimbursement prior to the times listed above due to excessive wear and tear of their footwear.

SECTION 12.6: UNIFORM ALLOWANCE FOR POLICE ADMINISTRATIVE SERVICES MANAGER [§16.6, p. 17]

- A. Employees in this classification shall receive an annual uniform allowance of \$750.00 to be used for the purchase and maintenance of City required uniforms and equipment.
- B. The uniform allowance shall be paid in two (2) equal payments on the 30th of November and the 30th of June.
- C. Uniform allowances shall be pro-rated starting the first full month following full time employment.

- D. Uniforms or safety equipment destroyed or damaged beyond reasonable use while on duty and in the line of duty shall be replaced by the City at the City's expense.

SECTION 12.7: EMPLOYEE TRAINING [§16.7, p.18]

Represented employees assigned to administrative, clerical, accounting or similar duties may request up to three (3) days per fiscal year of "off-site" training related to their assignment (e.g., MS Word or Excel, organizational skills or communication etc.) with tuition, travel and related expenses paid by the City. Such training is subject to approval by the City Administrator.

SECTION 12.8: CLASS B LICENSES [§16.8, p.18]

- A. Any employee, up to a maximum of four (4) represented employees, who obtains and thereafter maintains a valid Class B driver's license shall receive an incentive of seventy-five dollars (\$75.00) per month.
- B. The cost of the first attempt will be paid by the City, including pay for physical exam, training hours, instructor or training costs, books/manuals and test fees. If the employee fails to receive their license on the first try, the employee may repeat training at their own cost and on their own time to meet the requirement.
- C. Ongoing costs to maintain a Class B License, including physical exams, re-testing fees and training costs will be paid by the City once for each renewal of the license. The employee will bear the cost of any additional attempts to renew the license.

SECTION 12.9: CELL PHONE REIMBURSEMENT]

Employees employed in the Water/Wastewater Department and Distribution and Collection employees who have use a cell phone in the course of their duties shall receive a monthly stipend in the amount of forty dollars (\$40.00).

ARTICLE XIII - GRIEVANCE PROCEDURE

SECTION 13.1: DEFINITION OF GRIEVANCE

This procedure is established to provide employees the opportunity and a mechanism to bring forth grievances.

For purposes of the process described herein, a grievance is a complaint or claim by the Union or an employee that the City has violated a provision of the MOU or that the employee has been adversely affected by a misinterpretation or misapplication of a City policy, regulation, rule or procedure relating to the employee's terms and conditions of employment. Employees may represent themselves in prosecuting grievances or may be represented by the Union.

This procedure does not apply to:

- (a) employee dissatisfaction over wage rates once such rates have been established by action of the City Council following the meet and confer process;
- (b) performance reviews;
- (c) disciplinary action as defined in Article XIV (current section 18)

SECTION 13.2: TIMELINES

- A. For purposes of this Article, timelines are in calendar days.
- B. The time limits specified below may be extended for a reasonable period of time to a definite date and time by the mutual consent of the parties involved.
- C. Failure on the part of the department head, City Administrator, or other City representative to timely respond to a grievance shall be considered the equivalent to a negative response upon the last day allowed for a response and the Grievant shall be free to proceed to the next step within the time limits allowed for that step.
- D. Failure on the part of the Grievant to meet the prescribed timelines for filing will result in the grievance being deemed untimely, which is grounds for dismissal.

SECTION 13.2: GRIEVANCE PROCEDURE

Step 1. Informal Resolution. Grievant shall make efforts to informally resolve the grievance with the Department Head within ten (10) calendar days of when the Grievant knew or reasonably should have known of the event, decision, or circumstances giving rise to the grievance. The Department Head shall respond to the Grievant within ten (10) calendar days.

Step 2. Formal Submission to Department Head. In the event that such efforts do not produce a resolution satisfactory to the Grievant, the Grievant may submit the grievance in writing to the Department Head within seven (7) calendar days of the informal response in Step 1. The written grievance shall contain a factual statement as to the circumstances or nature of the grievance and the policy, regulation, rule, procedure or MOU provision at issue, as well as the Grievant's desired resolution. Upon receipt of Grievant's Step 2 written grievance, the Department Head shall make such investigation as required and reply in writing to Grievant and the Union within seven (7) calendar days.

Step 3. Submission to City Administrator. If the Grievant is not satisfied with the Department Head's response and wishes to appeal the matter further, the Grievant may, within seven (7) calendar days of the receipt of the Department Head's Step 2 response, submit the grievance to the City Administrator. The Grievant shall attach the Step 2 written grievance to the Department Head's Step 2 response to the Step 3 grievance.

The City Administrator may respond to the Step 3 grievance in writing within seven (7) calendar days or may convene a meeting of the interested parties at their earliest convenience and respond in writing to the Grievant and the Union within seven (7) calendar days of the meeting.

Step 4- Submission to the Personnel Committee- If the Grievant is not satisfied with the City Administrator's Step 3 response, the Grievant may submit the grievance to the City Council's Personnel Committee within seven (7) calendar days of the City Administrator's Step 3 response. The Grievant shall attach Step 2 through 3 grievance submissions and responses to the Step 4 grievance.

Within ten (10) calendar days of submission of the Step 4 grievance, the parties shall submit Step 4 written arguments /statements of position, along with any pertinent exhibits to the Personnel Committee. Any party may include a written request for an audience with the Personnel Committee. The Personnel Committee will notify the parties and the Union within fifteen (15) calendar days whether an audience will be held, or a determination will be made based on the Step 4 written arguments/ statements of position.

If an audience is to be held, the Personnel Committee shall convene to hear the matter at its earliest convenience. The Grievant, or the Union on the Grievant's behalf, the Fire Chief or other affected party or parties, as determined by the Committee, may present oral arguments during the meeting. Arguments shall be limited to the merits of grievance and subject to reasonable time limits as set by the Committee. Formal testimony and evidence shall not be allowed, unless agreed to in writing by both parties and the Committee prior to the scheduled meeting.

After the meeting, the Committee may take any of the following actions:

- a. Designate further study into the matter and arrive at a determination within thirty (30) calendar days, or
- b. Deny the grievance, or
- c. Sustain grievance and order a remedy, or
- d. Sustain the grievance in part and order a remedy or
- e. Refer the matter to the Council as a whole.

If an audience is not held, the Committee shall base its decision on the written submissions of the Parties and shall notify the parties and the Union which of the above actions will be taken within fifteen (15) days of the submission of the Step 4 written arguments/ position statements.

Unless the Personnel Committee refers to the City Council, its decision is final and binding.

Step 5 Referral to Council- If the grievance is referred to the Council, the Council shall place the matter on its agenda for oral arguments in closed session at its next regularly scheduled meeting. Such argument shall be limited to the merits of the grievance. Formal testimony and evidence shall not be allowed, unless agreed to in writing by both parties and the Council prior to the scheduled meeting. After the meeting, the Council may:

- a. Designate further study into the matter and arrive at a determination within thirty (30) calendar days, or

- b. Deny the grievance, or
- c. Sustain the grievance and order a remedy, or
- d. Sustain the grievance in part and order a remedy, or
- e. Recommend changes to take place over a designated period of time, to be commenced within 30 days.

The decision of the Council is final and binding.

ARTICLE XIV - DISCIPLINE

SECTION 14 DISCIPLINARY ACTION

SECTION 14.1: AUTHORITY

Any employee may be reprimanded, suspended, demoted to lower classification or salary or dismissed with the approval of the City Administrator by an order in writing, stating specifically in ordinary and concise language, the facts or omissions upon which such action is based.

SECTION 14.2: CAUSE FOR DISCIPLINE

Each of the following may constitute cause for suspension, demotion or dismissal of an employee or person whose name appears on any employment list, but it is not to be considered an exhaustive list of causes for disciplinary action:

- a. Fraud in securing appointment;
- b. Incompetence;
- c. Inefficiency;
- d. Inexcusable neglect of duty;
- e. Insubordination;
- f. Threatening or intimidating behavior, assault of supervisor, member of the public or other employees;
- g. Falsifying records;
- h. Consuming, possessing or being under the influence of alcohol, illegal drugs or drugs for which the employee does not possess a valid prescription while on duty;
- i. Inexcusable, unauthorized or unreported absence or tardiness without leave; excessive absenteeism or tardiness;
- j. Conviction of a felony or conviction of a misdemeanor involving moral turpitude;
- k. Discourteous treatment of the public or other employee;
- l. Obscene or immoral conduct;
- m. Political activity which is in violation of federal, state or local laws and regulations;
- n. Violation of this MOU or City or Departmental rules, policies regulations, or orders;

- o. Any other failure of good behavior or acts, either during or outside of duty hours, which are incompatible with or inimical to the public service;
- p. Refusal to take and subscribe to any oath or affirmation which is required by law in connection with employment;
- q. Dishonesty;
- r. Failure to obtain required operator's license or permit;
- s. Failure to respond within an appropriate to an emergency call out
- t. Personal use, misappropriation, or other misuse of City property;
- u. Poor work performance;
- v. Theft
- w. Discrimination or harassment;
- x. On-duty conduct constituting criminal activity
- y. On duty or off-duty Conduct that may discredit the Department or the City or bring either into disrepute or conduct tending to harm to the public service;
- z. Impairment of the good order and discipline of the Department;
- aa. Engaging in personal business while on duty;
- bb. Conduct adversely affecting the safety and welfare of others;
- cc. Accepting or proposing personal rewards, privileges, benefits, or gifts that may create a conflict of interest or the appearance thereof;
- dd. Failure to follow reasonable direction from employee's supervisors;
- ee. Failing to report the misconduct of other employees

SECTION 14.3: PRE-DISCIPLINARY PROCEDURE

- A. Prior to a suspension of more than one (1) workday, demotion or dismissal, the department head must contact and discuss such action with the City Administrator, who must approve of the action. All orders for suspension, demotion or dismissal shall be reviewed by the City Attorney for legal sufficiency.
- B. All orders shall then be filed with the City Administrator and a copy thereof shall be served upon the employee who is the subject of the disciplinary action. If personal service upon the employee is impossible, a copy of the order shall be sent by certified mail to the employee at his/her last known address.
- C. Timelines may be adjusted as necessary upon mutual agreement of the parties.

SECTION 14.4: NOTICE OF PROPOSED DISCIPLINE AND RIGHT TO RESPOND AND APPEAL

- A. When an employee is to be suspended, demoted in salary or rank, or dismissed, a written notice of the proposed disciplinary action is to be prepared, and then delivered to the employee, in person or by certified mail. The written notice of proposed disciplinary action shall include:
 - 1. The reasons for the proposed action.
 - 2. The charges being considered.

3. The relevant City policies, rules, ordinances or MOU provisions,
 4. The proposed disciplinary action to be taken.
 5. The effective date of the action to be taken.
 6. A statement of the employee's right, prior to the effective date of the proposed action, to a meeting with a designated Skelly Officer, at which time the employee will be afforded a reasonable opportunity to respond orally or in writing to the proposed action.
 7. A statement of the employee's right to be accompanied by a representative of the employee's choice during the meeting.
 8. A statement that the employee has seven (7) calendar days from the service of the proposed discipline to make a written request for a pre disciplinary Skelly meeting either orally or in writing and informing the employee to whom the request should be directed. The Skelly meeting shall take place within ten (10) days of the Employee's written request.
- B. All charges filed against a regular employee shall be documented in clear and concise language. The employee shall be given an opportunity to review the documents or materials upon which the proposed disciplinary action is based, and the employee shall be supplied a copy of the documents at the employee's request prior to the Skelly meeting. The employee is entitled to be represented at the pre-disciplinary Skelly meeting.
 - C. During the Skelly meeting, the employee may present information and/or arguments to the designated Skelly Officer concerning the proposed disciplinary action. The employee may submit evidence though the formal rules of evidence shall not apply and the employee may not call witnesses. The designated *Skelly* Officer may amend, modify or revoke any or all the charges, including the proposed disciplinary action. If, after the pre-disciplinary *Skelly* hearing, the department head or his or her designee elects to impose disciplinary action, he or she will notify the employee in writing of his or her decision by serving the employee with a Final Notice of Disciplinary Action forty-eight (48) hours or more before the effective date of the disciplinary action.
 - D. If the employee does not request a pre-disciplinary Skelly meeting within the timeframe prescribed above, a Final Notice of Discipline will be served upon the employee and the disciplinary action will be imposed.
 - E. Employees who receive a Final Notice of Discipline imposing disciplinary action may appeal the disciplinary action pursuant to this Section. The Notice of Discipline shall include or be accompanied by a statement advising the employee of his or her right to request a hearing by filing a Notice of Appeal.
 - F. Should the employee wish to appeal disciplinary action subject to this section, the employee must file a written Notice of Appeal with the City Administrator within fifteen (15) calendar days after service of the Final Notice of Discipline. Failure of the employee to timely file a Notice of Appeal constitutes waiver of the employee's right to a hearing.

- G. **Appeal to Arbitration [Dismissal, Demotion, Suspension of more than 5 days]** : An appeal of a suspension without pay in excess of five (5) days, a demotion or dismissal of an employee shall be heard by an arbitrator. The parties may agree upon an arbitrator. If the parties are unable to agree, the City shall request a list of seven (7) hearing officers from the State Mediation and Conciliation Service. The City and employee or the employee's representative shall alternately strike names from the list until only one name remains, and the remaining name shall be that of the Hearing Officer. The parties shall toss a coin to determine who will strike first. The loser of the coin-toss shall strike the first name. The Hearing Officer shall, within a reasonable length of time, not exceeding thirty (30) calendar days unless mutually extended by the parties, hold a hearing and shall notify the parties of the time and place thereof. If the employee fails to appeal within the time specified, the disciplinary action of the department head shall be final. Unless otherwise provided by law, all costs related to the hearing directed to be incurred by the hearing officer and all fees of the hearing officer will be shared equally by the parties, Other costs, including attorney's fees, shall be borne by the party who incurs said costs.
- H. **Appeal to City Administrator [Suspension of five (5) days or less]** to City Administrator: In the event of the suspension of a regular employee without pay of five (5) days or less, any hearing held in regard to that matter shall be held before the City Administrator or the City Administrator's designee. Parties may present testimony, evidence and make oral arguments, which shall be limited to the facts related to the disciplinary action, and subject to reasonable time limits as set by the City Administrator or Designee. The Union may represent the employee in all matters related to the hearing. The City Administrator or Designee shall make a finding within thirty (30) days as to whether or not the employee was suspended for reasonable cause. Written findings will be forwarded to the Department Head, the employee and the union. .
- I. Timelines in all stages of the disciplinary and appeal procedures may be adjusted by mutual agreement of the parties.
- J. Sections 14.3, 14.4 and 14.6 relating to disciplinary processes and appeal do not apply to probationary employees.

SECTION 14.6: POST-DISCIPLINARY APPEAL PROCEDURE

- A. The hearing officer shall, within 30 calendar days after the hearing, make a finding as to whether or not the employee was suspended, demoted or dismissed for reasonable cause and shall also make a recommendation as the appropriate disposition of the case.
- B. Written findings and recommendations shall be forwarded by the hearing officer to the City Administrator, the affected department head and the employee. These findings and recommendations must be presented to the City Council at its next regular meeting.
- C. The City Council will take the findings and recommendations of the hearing officer under advisement in closed session and will render a decision within twenty (20) days after the

presentation of said findings and recommendations to the City Council. No additional evidence or argument may be submitted to the Council.

- D. The City Council may:
 - 1. Follow the recommendation of the hearing officer; or
 - 2. Reverse the arbitrator's recommendation; or
 - 3. Order any disciplinary action which it judges to be appropriate based on the evidence.
 - 4. The Council shall not reverse or modify the arbitrator's recommendation, except by a 4/5th vote.
- E. All the records in the matter shall be remanded to the City Clerk for filing.

ARTICLE XV – LAYOFFS AND CONTRACTING

SECTION 15.1: LAYOFFS

- A. The City Council may lay off any employee pursuant to the Personnel Rules whenever it becomes necessary because the lack of work or funds.
- B. When it becomes necessary to reduce the force in any department or office by lay off of regular employees, seniority shall be the determining factor in each department or office.

SECTION 15.2 CONTRACTING WORK

The City agrees to meet and confer with the Association prior to contracting out any work normally performed by bargaining unit employees if such contracting out would displace a regular employee of the bargaining unit.

ARTICLE XVI - MANAGEMENT RIGHTS

Except to the extent that the rights, powers, and authority of City are specifically limited by the provisions of this Memorandum of Understanding, City retains all rights, powers, and authority granted to it. Nothing herein shall be construed to restrict any legal or inherent exclusive City rights with respect to matters of federal legislative or managerial policy, which include among others: 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; direct its employees; take disciplinary action; relieve its employees from duty for legitimate reason; maintain the efficiency of governmental operations to be conducted; 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. This agreement is not intended to be construed to modify the provision of The Municipal Code relating to Civil service or personnel administration. City shall continue to exercise authority over classification of jobs, procedures and standards of selection for employment and promotion.

ARTICLE XVII – ASSOCIATION RESPONSIBILITY

Association agrees that during the term of this agreement, neither it nor its officers, employees or members will engage in, encourage, sanction, support or suggest any strikes, work stoppages, boycotts, slowdowns, mass absenteeism, picketing or any other similar actions which would involve suspension of, or interference with the normal work of the City. In the event that any concerted action as described above occurs, Association will notify its members that such activity is a violation of this Memorandum of Understanding and Association will notify its members that such concerted action shall cease and the members shall return to work or be subject to disciplinary action.

ARTICLE XVIII – PERSONNEL RULES

To the extent they are not in conflict with any provision of this MOU, the City’s Personnel Policy, Rules, and Regulation, as may be amended from time to time after meeting with the Association, shall apply to employees covered by this Agreement.

ARTICLE XIX – SEPARABILITY

In the event that any provision of this MOU is declared by Court of competent jurisdiction to be unenforceable or illegal, such nullification shall not affect any other provisions of the MOU, which shall remain in full force and effect.

ARTICLE XX – SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding this ____ day of _____, 2024 at City of Angels, California.

CITY of ANGELS EMPLOYEES ASSOCIATION

_____	_____
CAEA President	Date Signed
_____	_____
CAEA Treasurer	Date Signed
_____	_____
Shannon Starr OE3 Representative	Date Signed

CITY OF ANGELS

Jennifer Davis-Herndon, Mayor

Date Signed

Steve Williams, Interim City Administrator

Date Signed

Exhibit A

Salary Scheduled

Range		Step 1	Step 2	Step 3	Step 4	Step 5
25	Accountant I	\$27.43 \$4,754.33 \$57,051.90	\$28.80 \$4,991.17 \$59,894.02	\$30.24 \$5,241.60 \$62,899.20	\$31.75 \$5,503.68 \$66,044.16	\$33.34 \$5,779.35 \$69,352.19
29	Accountant II	\$30.27 \$5,241.60 \$62,899.20	\$31.79 \$5,503.68 \$66,044.16	\$33.38 \$5,779.35 \$69,352.19	\$35.04 \$6,068.61 \$72,823.30	\$36.80 \$6,371.46 \$76,457.47
17	Accounting Technician I	\$22.51 \$3,902.08 \$46,824.96	\$23.63 \$4,096.21 \$49,154.56	\$24.82 \$4,301.99 \$51,623.94	\$26.06 \$4,517.48 \$54,209.79	\$27.36 \$4,742.68 \$56,912.13
21	Accounting Technician II	\$24.85 \$4,307.82 \$51,693.82	\$26.10 \$4,523.31 \$54,279.68	\$27.40 \$4,748.50 \$56,982.02	\$28.76 \$4,985.34 \$59,824.13	\$30.21 \$5,235.78 \$62,829.31
25	Administrative Services Specialist	\$27.43 \$4,754.33 \$57,051.90	\$28.80 \$4,991.17 \$59,894.02	\$30.24 \$5,241.60 \$62,899.20	\$31.75 \$5,503.68 \$66,044.16	\$33.34 \$5,779.35 \$69,352.19
41	Chief Plant Officer	\$40.71 \$7,056.75 \$84,680.96	\$42.75 \$7,410.07 \$88,920.83	\$44.89 \$7,780.86 \$93,370.37	\$47.13 \$8,169.13 \$98,029.57	\$49.49 \$8,578.75 \$102,945.02
11	Distribution and Collections Officer in Training	\$19.41 \$3,364.33 \$40,371.97	\$20.38 \$3,533.23 \$42,398.72	\$21.40 \$3,709.89 \$44,518.66	\$22.47 \$3,894.31 \$46,731.78	\$23.60 \$4,090.39 \$49,084.67
15	Distribution & Collections Officer I	\$21.43 \$3,713.77 \$44,565.25	\$22.50 \$3,900.14 \$46,801.66	\$23.62 \$4,094.27 \$49,131.26	\$24.81 \$4,300.05 \$51,600.64	\$26.04 \$4,513.60 \$54,163.20
19	Distribution and Collections Officer II	\$23.65 \$4,100.10 \$49,201.15	\$24.83 \$4,303.94 \$51,647.23	\$26.07 \$4,519.42 \$54,233.09	\$27.38 \$4,746.56 \$56,958.72	\$28.75 \$4,983.40 \$59,800.83

City of Angels Camp
Miscellaneous Salary Schedule
FY 2024-25 Nov 24 - Jun 25

Range		Step 1	Step 2	Step 3	Step 4	Step 5
17	Plant Operator-in-Training	\$23.32 \$4,041.44 \$48,497.28	\$24.48 \$4,242.51 \$50,910.08	\$25.71 \$4,455.64 \$53,467.65	\$26.99 \$4,678.82 \$56,145.86	\$28.34 \$4,912.06 \$58,944.70
23	Plant Operator I	\$27.04 \$4,686.86 \$56,242.37	\$28.39 \$4,920.10 \$59,041.22	\$29.81 \$5,167.41 \$62,008.96	\$31.30 \$5,424.78 \$65,097.34	\$32.86 \$5,696.22 \$68,354.62
27	Plant Operator II	\$29.85 \$5,173.45 \$62,081.34	\$31.34 \$5,432.82 \$65,193.86	\$32.91 \$5,704.26 \$68,451.14	\$34.54 \$5,987.77 \$71,853.18	\$36.27 \$6,287.35 \$75,448.26
31	Plant Operator III	\$32.94 \$5,710.29 \$68,523.52	\$34.59 \$5,995.81 \$71,949.70	\$36.32 \$6,295.40 \$75,544.77	\$38.14 \$6,611.07 \$79,332.86	\$40.04 \$6,940.82 \$83,289.86
29	Police Administrative Services Manager	\$27.03 \$4,685.20 \$56,222.40	\$28.38 \$4,919.20 \$59,030.40	\$29.80 \$5,165.33 \$61,984.00	\$31.29 \$5,423.60 \$65,083.20	\$32.86 \$5,695.73 \$68,348.80
13	Police Records Technician	\$20.40 \$3,535.17 \$42,422.02	\$21.41 \$3,711.83 \$44,541.95	\$22.49 \$3,898.20 \$46,778.37	\$23.61 \$4,092.33 \$49,107.97	\$24.79 \$4,296.17 \$51,554.05
35	Public Works Foreman	\$35.11 \$6,086.08 \$73,032.96	\$36.87 \$6,390.87 \$76,690.43	\$38.71 \$6,709.25 \$80,510.98	\$40.64 \$7,045.10 \$84,541.18	\$42.67 \$7,396.48 \$88,757.76

**CITY OF ANGELS
CITY COUNCIL
Resolution #24-95**

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF ANGELS,
ADOPTING THE CITY OF ANGELS EMPLOYEE’S ASSOCIATION
(MISCELLANEOUS) MEMORANDUM OF UNDERSTANDING**

WHEREAS, the City of Angels Employee’s Association members have met and conferred; and

WHEREAS, the Association has approved the attached Memorandum of Understanding, with the begin date, of November 7, 2024, and expiring on June 30, 2027.

NOW, THEREFORE, BE IT RESOLVED, that the City of Angels City Council does hereby approve the Memorandum of Understanding between the City and the City of Angels Employee’s Association as set forth in Attachment A, which is attached hereto and made a part hereof.

PASSED AND ADOPTED this 3rd day of December 2024, by the following vote:

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

Jennifer Herndon Mayor

Rose Beristianos, City Clerk



HOME OF THE JUMPING FROG



CITY HALL

CITY OF ANGELS PO Box 667, 200 Monte Verda St. Suite B, Angels Camp, CA 95222 P: (209) 736-2181

DATE: December 3, 2024

TO: City Council

FROM: Steve Williams, Interim City Administrator

RE: **APPROVE RESOLUTION NO. 24-96. A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF ANGELS, ADOPTING THE EXEMPT UNIT MEMORANDUM OF UNDERSTANDING**

RECOMMENDATION

Staff recommends adoption of Resolution No. 24-96, approving a Memorandum of Understanding Between the Exempt Unit

BACKGROUND

Having met and conferred in good faith with the Angels Camp Firefighter Association and discussions centering on wages healthcare benefits and other various important items, an agreement has been reached.

FINANCIAL IMPACT

There will be and increase to the budget due to the added benefits for employees.

ATTACHMENTS

Memorandum of Understanding
Resolution No. 24-96



**CITY OF ANGELS
EXEMPT EMPLOYEES**

**MEMORANDUM
OF
UNDERSTANDING**

2024-2027

CITY OF ANGELS

EXEMPT EMPLOYEES MEMORANDUM OF UNDERSTANDING

1. PARTICIPANTS

This Memorandum of Understanding (“MOU”) is entered into by and between the City of Angels (“City”) and the City of Angels Employee’s Association (“Association”), having met and conferred in good faith regarding wages and conditions of employment. All designated representatives have exchanged freely; information, opinions and proposals and have endeavored to reach agreement on matters relating to wages and benefits.

2. TERM OF AGREEMENT

Unless other specified herein, the provisions of this MOU shall be effective the first day of the first payroll period after ratification and approval and shall remain in effect until June 30, 2027. Any subsequent amendments or side letters of agreement shall be made with the consent of the Parties and the amendment or side letter and signature page shall be attached to the original MOU and incorporated herein.

Should agreement not be reached by the effective end date of this MOU, this MOU shall be automatically extended and continue in effect until a new MOU can be negotiated and executed.

3. DEFINITION OF CITY

The City Council or the person or persons duly authorized by the City Council as the representative of the City of Angels, shall hereinafter be referred to as “City”.

4. BARGAINING UNIT

This MOU shall be applicable to full-time exempt management employees in the classifications listed in Exhibit A. The terms “employee,” “bargaining unit employee,” “exempt management employees” and “members of this unit” may be used interchangeably herein to mean all workers covered by this MOU.

5. USE OF CITY FACILITIES

The Association shall be allowed to use bulletin boards for communications having to do with official Association business, such as times and places of meeting, etc.

6. NO DISCRIMINATION

The City and Association agree that there shall be no unlawful discrimination against, and/or harassment of employees or job applicants with respect to any terms or conditions of employment on the basis of actual or perceived: race, color, national origin, ancestry, sex (including pregnancy, childbirth, related medical conditions, or breastfeeding), gender, gender identity, gender expression, sexual orientation, age (40 or over), religion (including religious dress and grooming practices), physical or mental disability, medical condition, pregnancy, marital status, citizenship status, military or veteran status, genetic information or characteristics, or any other basis protected by applicable federal, state, or local law.

7. **ATTENDANCE AT MEETINGS BY EMPLOYEES**

When requested by the City, persons who are representatives of the association shall be given reasonable time off with pay to attend meetings with City representatives. The use of official time for this purpose shall be reasonable and shall not interfere with the performance of City services as determined by the City.

8. **AT-WILL EMPLOYMENT STATUS/TERMS OF EMPLOYMENT**

Members of this bargaining unit are appointed to their positions and serve at the pleasure of the City Council and City Administrator, thus bargaining unit employees are at-will employees and either the City or the employee may terminate the employment relationship at any time with or without notice. As appointed at-will management employees, bargaining unit members have no property right in their jobs and are not entitled to due process for any adverse employment action under the City’s Personnel Policy Rules and Regulations or any other City policy or procedure, unless such process is required by law, set forth in this MOU, or an applicable individual employment agreement.

The City Administrator may negotiate employment terms with members of the bargaining unit including but not limited to the appropriate pay step into which to hire new staff (from within the City Salary Table) and to enter into individual employment agreements for such bargaining unit positions on the City's behalf; provided that any such employment agreement terms which conflict with the specified benefits provided under this MOU must be approved by the City Council.

The City’s Personnel Policy Rules and Regulations, as may be amended from time to time after meeting and conferring with the Association, shall apply to employees covered by this MOU, to the extent that they are not in conflict with any provision of this MOU or any applicable individual employment agreement.

9. **SALARIES**

Salary ranges for exempt management employee classifications shall be set forth in Exhibit A. The rates of pay set forth do not include reimbursement for actual and necessary expenses authorized and incurred incident to City employment. Salary increases shall be retroactive to the first day of the first pay period following July 1, 2024.

Beginning the first day of the first pay period following July 1, 2025, each bargaining unit employee shall receive a cost of living increase in the amount of three percent (3%) of the employee’s base hourly rate of pay as set forth in Attachment A (“COLA”). Employees shall receive a second three percent (3%) COLA the first pay period following July 1, 2026.

10. **CONVERSION OF SALARIES**

Any monthly, daily or hourly rate of pay may be converted into any equivalent rate of pay or to such other time basis when, in the judgment of the City, such conversion is advisable. In determining equivalent amounts of different time bases, the City shall provide tables or regulations to the person involved for the calculation of payment and for use in converting monthly salaries to hourly rates, as well as for calculating hourly rates.

11. **SALARY INCREASES / PERFORMANCE REVIEWS**

Each employee shall be considered for salary step increases annually in according to the employee’s anniversary date, or revised salary anniversary date. Salary step increases are based on merit and are contingent on the recommendation of the City Administrator. If awarded, step increases will be paid the next complete pay cycle following the anniversary date. Should the City Administrator determine that an employee has not achieved the level of performance required for a salary increase, the City Administrator shall provide notice to the employee explaining the specific reason(s) why a salary increase is to be withheld.

Changes in an employee's salary because of promotion, demotion or postponement of salary step increases due to marginal performance will set a revised salary anniversary date for that employee. However, salary range adjustments for a classification will not set a revised salary anniversary date.

Documentary records and/or performance reviews must be maintained and discussed with the employee at least once every year, and more often if considered desirable by the City.

12. **PAYMENT OF SALARIES AND WAGES**

BIWEEKLY PAY PERIODS... all City employees will be paid on a biweekly basis. This will be a total of 26 paychecks per year which will be issued every other Friday.

13. **SEVERANCE PAY**

Final payroll checks issued as a result of resignation or layoff from City employment will be paid no later than the next regularly scheduled payday. If terminated for cause, accrued wages shall be paid no later than the next regular working day.

14. **MANAGEMENT LEAVE**

Exempt management employees shall receive fifteen (15) eight hour administrative days. Employees should not take Management leave until after the completion of six (6) months of their probation. Management leave cannot be carried over from year to year and is not paid out on termination. Exempt management employees may cash out 60 hours of Management leave per fiscal year based on:

- a. Approval/discretion of City Administrator
- b. Maximum of 80 hours per fiscal year
- c. Employee must have sufficient hours accrued for cash out
- d. Cash value equals employee’s hourly rate times Management Leave
- e. Cash-out shall be administered in accordance with the IRS regulations (Regs. Sec. 1.451-2(a)) and rules related to PTO cash-out programs.

15. **HOLIDAYS**

All regular full time employees shall be entitled to fourteen (14) annual holidays off, on full pay. Authorized holidays are as follows:

- | | | |
|----|-----------------------|--------------------------------|
| 1. | New Year’s Day | January 1 |
| 2. | Martin Luther King | 3rd Monday in Jan. |
| 3. | Washington’s Birthday | 3 rd Monday in Feb. |

4.	Memorial Day	Last Mon. in May
5.	Independence Day	July 4
6.	Labor Day	1 st Mon. in Sep.
7.	Columbus Day	2 nd Mon. in Oct.
8.	Veterans Day	November 11
9.	Thanksgiving Day	November, as designated
10.	Day after Thanksgiving	November, as designated
11.	Christmas Eve	December 24
12.	Christmas Day	December 25
13.	Floating Day **	**In lieu of Election Day
14.	Juneteenth	June 19

Any additional holidays recognized by the Federal Government shall be an additional holiday and not substituted for any existing holiday.

When a holiday falls on a Saturday, the preceding Friday shall be recognized as a holiday. When a holiday falls on a Sunday, it shall be recognized the following Monday. If a holiday falls within an employee’s vacation leave, that day shall be deemed a holiday and not a vacation day.

16. **VACATION ALLOWANCE**

Bargaining unit employees shall be entitled to annual vacation leave, with pay, according to the number of continuous full calendar years of full time employment, based on the following scale:

1 through 5 full calendar years	10 working days/year
6 through 10 full calendar years	15 working days/year

After 11 years of continuous full time service, one additional paid vacation day is added each year until a maximum of 20 working days is reached at the end of 15 years:

11 years	16 working days
12 years	17 working days
13 years	18 working days
14 years	19 working days
15 years	20 working days

Vacation time is accrued from first full month of employment but should not be taken until after passage of 6 months. Employees should request to schedule vacation days as far in advance as possible. Vacations will be scheduled so as to provide adequate coverage of jobs and staff requirements. Vacation does not accrue during unpaid leaves of absence or other periods of inactive service.

Vacation accrues to and will be capped at a maximum of 150% of the employee’s annual accrual. Once that maximum amount is reached, no further vacation will accrue until some vacation time is used to reduce the employee’s balance below the maximum annual accrual. Employees are responsible to keep track of accrued vacation time. For employees hired prior to January 1, 2006, the City will pay out accrued vacation in excess of the cap over the term of this Agreement. The timing and amount of such

payments will be in accord with the City’s business needs, as determined by the City Administrator. If the employee’s accrual is not reduced below the applicable cap within the applicable time period, the employee will cease to accrue additional vacation until such time as their accrued vacation time falls below the maximum cap.

The City may, in its discretion, schedule vacation time for employees in accord with its business needs, or to buy back unused accrued vacation time in December at the end of each calendar year during the period this MOU is in effect. Additionally, employees may request to cash out up to forty (40) hours of accrued vacation time each calendar year. Such requests will be granted provided, in the City Administrator’s sole discretion, City’s business needs and financial abilities allow. Vacation cash-out shall be administered in accordance with the IRS regulations (Regs. Sec. 1.451-2(a)) and rules related to vacation cash-out programs.It is the intent of the City that employees use allotted vacation time for its intended purpose. In lieu pay cannot be substituted for taking vacation time.

17. **SICK LEAVE**

Employees with accumulated sick leave may be granted sick leave for the following:

- a. Preventative care, illness or physical incapacity of the employee;
- b. Enforcement quarantine of the employee in accordance with community health regulations;
- c. Illness or injury in the immediate family will be granted in accordance with the Family Medical Leave Act;
- d. Medical, vision and dental office appointments which cannot be scheduled at other than work hours;
- e. Diagnosis, care or treatment of a medical condition or preventative treatment for an employee’s family member in accordance with the California Paid Sick Leave laws;
- f. To obtain relief or services related to bring a victim of domestic violence, sexual assault or stalking in accordance with California Paid Sick Leave laws.

All bargaining unit employees shall be granted eight (8) hours of accrued sick leave for each full month of service.

Employees may be required to file a physician’s certificate with the City Administrator stating the cause of the absence exceeding three days.

Accrual of sick leave begins on the first day of the first full month of employment.

Unused sick leave shall be accumulated from year to year. Sick leave may be accrued to a maximum of 720 hours.

Employees may use ½ of their accrued sick leave to attend to illnesses in the immediate family in accordance with the California Kin Care laws.

Unused sick leave will not be cashed out.

Upon retirement, unused sick leave may be credited as service time as provided in the City’s contract with PERS.

18. **BEREAVEMENT**

Bereavement leave shall be administered in accordance with California law, except as set forth in this Section. Bereavement leave may be used by employees who have been employed for at least 30 days when they are required to be absent from work because of a death in their immediate family, not to exceed five (5) work days per incident. Immediate family is defined as an employee’s spouse, child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law, as those terms are defined under the California Family Rights Act.

Three (3) workdays will be paid. Should the employee take the additional two (2) days, the employee will be required to use accrued leave bank(s) or take the time off without pay. Bereavement leave must be used within three months of the family member’s death.

The employee must provide documentation of death within 30 days of the first day of your bereavement leave. This documentation may be in the form of a death certificate, obituary, or written verification of death, burial, or memorial service from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency. Additional consideration may be given in special cases as determined by the City Administrator.

19. **LEAVES OF ABSENCES**

Leaves of absence will be administered in accordance with state and federal law and City policies as set forth in the Personnel Policy Rules and Regulations, as may be amended from time to time. The City complies with California and federal law governing family and medical leaves. The provisions of this section shall be applied in conformity with the California Family Rights Act and the Federal Family Medical Leave Act.

A regular employee may request a leave of absence “without pay” up to a maximum of one year for the following reasons:

- a. Prolonged illness
- b. To attend school or college or to enter training to improve the quality of his/her service.
- c. Jury /Witness Duty. In such cases, the employee shall be paid his/her regular salary and jury/witness fees that the employee may receive from the Court shall be remitted to the City, except pay for travel and meals.
- d. Military leave will be granted in accordance with the State and Federal law.
- e. An employee who is absent from duty for any reason shall report the reason thereof to his/her supervisor or the City Administrator immediately on the day of absence, unless prevented from doing so.
- f. All unauthorized and unreported absences shall be considered as absence without leave a deduction of pay may be made for each period of such absence in accordance with the provisions of the FLSA, and any applicable state or local law. Voluntary absence without leave for five (5) consecutive days shall be considered as an automatic resignation from City service.

20. **BREAK IN SERVICE**

Any employee who is re-employed after being terminating voluntarily or being discharged by the City shall be deemed to have experienced a break in service. Thus, for purposes of computing leave accruals, benefits and any additional compensation such as longevity pay, the employee’s length of employment shall then be measured from the date of his/her most recent appointment.

21. **ADDITIONAL BENEFITS**

A. MEDICAL/DENTAL/VISION INSURANCE

Medical care and prescription drug benefits shall be provided to City employees pursuant to the California Public Employees Retirement System (PERS) Public Employee Medical and Hospital Care Act (PEMHCA).

For all eligible active and retired employees enrolled in a CalPERS PEMHCA Medical Plan, the City shall contribute the required Minimum Employer Contribution (MEC) plus any adjustment by the PERS Board to reflect any change in the medical care component of the Consumer Price Index, rounded to the nearest dollar.

Each year the PERS PEMHCA MEC amount shall be adjusted by the PERS Board to reflect any change in the medical care component of the Consumer Price Index, rounded to the nearest dollar. The City will pay the required adjusted amount.

The City shall also maintain a dental and vision plan available to eligible employees.

CITY CONTRIBUTION

In the first year of the MOU, the City shall contribute up to the amount of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) per month for each employee toward the combined premiums for medical, dental, and vision coverage for each employee and employee’s dependents, if any; in the second year of the MOU, the City’s contribution shall increase to Two Thousand Six Hundred Fifty and 00/100 Dollars (\$2,650.00) per month; in the third year of the MOU, the City’s the contribution shall increase to Two Thousand Eight Hundred and 00/100 Dollars (\$2,800.00) per month.

Employees may allocate the City’s contribution to any combination of medical, dental or vision coverage during open enrollment or pursuant to a special event as defined by the health care plan. The City’s contributions shall not exceed the actual amount of the premiums. The employee shall be responsible for the balance of the premiums, if any, which is due to maintain coverage.

Alternative Insurance: Employees with proof of alternate insurance may opt out of all available City health insurance coverage and, in lieu, receive a cash payment of Three Hundred Fifty dollars (\$350.00) per month. In no event will employees who waive all coverage receive more than fifty percent (50%) of the City’s requited contributions per this MOU as salary.

PLAN YEAR

The new plan year is effective January 1, 2024. The City’s contributions and employee deductions, if any, shall commence in December 2024, and shall be made over the course of twenty-four (24) pay periods. Increases in the City’s contributions to premiums in years two and three of this MOU will be made in accordance with each new plan year.

B. LIFE INSURANCE/LONG TERM DISABILITY/OTHER INSURANCE

Life Insurance benefits will be provided through a City sponsored group term life insurance program administered. The City will contribute the full cost for employee only coverage as follows: group term life insurance coverage of \$15,000 natural death; \$30,000 accidental death for employee only. Employees are responsible for the payment of any costs in excess of the maximum City contribution.

The City will provide Long-Term Disability insurance coverage equal to sixty-six and two-thirds percent (66.6%) salary per month subject to the maximum monthly benefit as described by the plan with a maximum ninety (90) calendar days wait period

The City shall pay 100% of the Worker’s Compensation Insurance Premium.

The City shall pay 50% of the Social Security retirement benefit.

The City shall pay 100% of the unemployment insurance premium.

C. RETIREE HEALTH

Eligibility: Employees hired before the effective date of this MOU shall be eligible for the Retiree Health Benefit based upon the following:

<u>Hire Date</u>	<u>Required Years Service Completed</u>
Before July 1, 2009	5 Years
On or After July 1, 2009	10 years

1. Employer Subsidy of Retiree Health Premiums: Employees who retire while meeting eligibility as set forth in this section, shall receive an employer subsidy of 50% of the premium of the lowest cost CalPERS plan premium for employee only, minus the PEMCHA MEC amount in Section 18 A, as adjusted annually, until they reach the age of eligibility for Medicare.
2. After attaining the age of Medicare eligibility, the retiree shall receive an employer subsidy of 50% of the premium of the lowest cost CalPERS Medicare plan for employee only, minus the PEMCHA MEC amount in Section 18.A, as adjusted annually.
3. A retiree’s subsidy level shall be set by the Memorandum of Understanding in effect at the time of the employee’s retirement from the City.

4. Nothing in this provision shall serve to reduce or change retiree health benefits that have commenced and are being received by any former employee as of the effective date of this MOU, pursuant to this MOU or any predecessor agreement,

Upon retirement, should the employee elect not to participate in the retiree medical benefit plan, the CITY's contribution will be zero and it will be an irrevocable election

D. Public Employees Retirement System (P.E.R.S.)

Public Safety employees hired before January 1, 2013 participate in the PERS 3% @ 50 full and modified formula for active local public safety employees. Participation requires a payment of 9% of employee's gross annual salary on a pretax basis for the 3% @ 50 benefit.

Pursuant to the Public Employees' Pension Reform Act (PEPRA), any local agency public safety employee hired on or after January 1, 2013 who is a "new member" as defined by PEPRA shall participate in the PERS 2.7% @ 57 full and modified formula for active local public safety employees. Participation requires employees to contribute one-half (½) of the "normal cost" of the benefit, rounded to the nearest ¼ of 1% or the current contribution rate of similarly situated employees, whichever is greater. Employee contributions will be paid on a pre-tax basis.

Local miscellaneous employees hired before January 1, 2013 participate in the PERS 2.7% at 55 full and modified formula for active local miscellaneous members. Participation requires a payment of 8% of the employee's gross salary for the 2.7@55 benefit. Effective July 1, 2013, employees will pay the required 8% on a pre-tax basis.

Pursuant to the Public Employees' Pension Reform Act (PEPRA), any employee hired on or after January 1, 2013 who is a "new member" as defined by PEPRA shall participate in the PERS 2% at 62 full and modified formula for active local miscellaneous members. Participation requires employees to contribute one-half (½) of the "normal cost" of the benefit, rounded to the nearest ¼ of 1% or the current contribution rate of similarly situated employees, whichever is greater. Employee contributions will be paid on a pre-tax basis.

22. **LONGEVITY**

Employees are eligible for additional compensation for longevity based on years of continuous full time employment with the City. Longevity pay shall be added to the base hourly rate in 2.5% increments as follows:

- 2.5% at 5 years of continuous service
- 2.5% at 10 continuous years of service (5% total)
- 2.5% at 15 years of continuous service (7.5% total)

- 2.5% at 20 years of service (10% total)
- 2.5% at 25 years of service (12.5% total, the maximum level of longevity pay regardless of years of service beyond 25)

23. TUITION REIMBURSEMENT

City shall reimburse employee's expenses for tuition, books and materials upon the demonstration of the satisfactory completion of the course for approved courses relating to their perspective jobs.

24. CELL PHONE ALLOWANCE

Bargaining unit employees will receive a monthly cell phone allowance in the amount of \$40.00.

25. SALARIES & SALARY SCHEDULES

See Exhibit A attached.

The term of this agreement is for three (3) years beginning July 1, 2024 and ending June 30, 2027.

CITY OF ANGELS

EXEMPT EMPLOYEE ASSOCIATION

Mayor _____ Date _____

Employee Representative	Date
-------------------------	------

Employee Representative	Date
-------------------------	------

CCity of Angels FIRE MOU 2024-2027

EXHIBIT A

Salary Schedule

Section 10, Item H.

Range		Step 1	Step 2	Step 3	Step 4	Step 5
49	Finance Director	\$49.60	\$52.09	\$54.69	\$57.43	\$60.30
		\$8,598.17	\$9,029.14	\$9,479.53	\$9,955.16	\$10,452.14
		\$103,177.98	\$108,349.70	\$113,754.37	\$119,461.89	\$125,425.66
41	Administrative Services Officer	\$40.71	\$42.75	\$44.89	\$47.13	\$49.49
		\$7,056.75	\$7,410.07	\$7,780.86	\$8,169.13	\$8,578.75
		\$84,680.96	\$88,920.83	\$93,370.37	\$98,029.57	\$102,945.02
48	Building Inspector/Code Enforcement/Fire Inspector	\$48.40	\$50.81	\$53.36	\$56.03	\$58.83
		\$8,388.50	\$8,807.83	\$9,248.51	\$9,712.49	\$10,197.82
		\$100,662.02	\$105,693.95	\$110,982.14	\$116,549.89	\$122,373.89
51	Public Works Superintendent (Adopted Dec. 2020)	\$52.12	\$54.72	\$57.47	\$60.33	\$63.36
		\$9,034.97	\$9,485.35	\$9,960.98	\$10,457.96	\$10,982.12
		\$108,419.58	\$113,824.26	\$119,531.78	\$125,495.55	\$131,785.47
53	Fire Chief	\$54.76	\$57.50	\$60.37	\$63.39	\$66.56
		\$9,491.18	\$9,966.81	\$10,463.79	\$10,987.95	\$11,537.34
		\$113,894.14	\$119,601.66	\$125,565.44	\$131,855.36	\$138,448.13
57	Police Chief	\$60.45	\$63.47	\$66.64	\$69.98	\$73.47
		\$10,477.38	\$11,001.54	\$11,550.93	\$12,129.45	\$12,735.15
		\$125,728.51	\$132,018.43	\$138,611.20	\$145,553.41	\$152,821.76

**CITY OF ANGELS
CITY COUNCIL
Resolution #24-96**

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF ANGELS,
ADOPTING THE EXEMPT UNIT MEMORANDUM OF
UNDERSTANDING**

WHEREAS, the City of Angels Employee’s Association members have met and conferred; and

WHEREAS, the Association has approved the attached Memorandum of Understanding, with the begin date, of July 1, 2024, and expiring on June 30, 2027.

NOW, THEREFORE, BE IT RESOLVED, that the City of Angels City Council does hereby approve the Memorandum of Understanding between the City and the City of Angels Employee’s Association as set forth in Attachment A, which is attached hereto and made a part hereof.

PASSED AND ADOPTED this 3rd day of December 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Jennifer Herndon Mayor

Rose Beristianos, City Clerk



HOME OF THE JUMPING FROG



CITY HALL

CITY OF ANGELS PO Box 667, 200 Monte Verda St. Suite B, Angels Camp, CA 95222 P: (209) 736-2181

DATE: December 3, 2024
TO: City Council
FROM: Steve Williams, Interim City Administrator
RE: RESOLUTION 24-097 – APPROVING A 12% SALARY INCREASE FOR THE POSITION OF CITY ADMINISTRATOR EFFECTIVE JANUARY 1, 2025

RECOMMENDATION:

Approve a 12% increase in the City Administrator Salary Schedule.

BACKGROUND:

The City Administrator traditionally enters into an employment agreement with the City of Angels. Labor negotiations recently resulted in a salary equity adjustment of 12% for three (3) of the labor groups including the Exempt Employees.

DISCUSSION:

During the past several months, the City of Angles has engaged in good faith negotiations with three of the City's labor groups including Angles Camp Firefighters Association, Angles Camp Employees Associations (Misc), and Angels Camp Exempt Employees.

Those negotiations resulted in a salary equity adjustment of 12%.

To eliminate the issue of compaction between the City Administrator and Department Heads, staff recommend increasing the City Administrator's salary schedule by 12%.

The City of Angels is currently employs Steve Williams as the Interim City Administrator. An employment agreement currently exists between Steve Williams and the City of Angels.

The increase of 12% to the City Administrator's salary schedule will not be applied to the existing Interim City Administrator's employment agreement.

FINANCIAL IMPACT:

12% increase to the City Administrator's Salary Schedule

ATTACHMENTS:

City Administrator Salary Schedule

City of Angels

City Administrator Salary Schedule

Current Salary Schedule

Step 1	Step 2	Step 3	Step 4	Step 5
\$136,780	\$143,603	\$150,800	\$158,329	\$166,254

Salary Schedule
Effective January 1, 2025

Step 1	Step 2	Step 3	Step 4	Step 5
\$153,193	\$160,835	\$168,896	\$177,328	\$186,204

**CITY OF ANGELS
CITY COUNCIL
RESOLUTION No. 24-097**

**RESOLUTION APPROVING A 12% SALARY INCREASE FOR THE POSITION OF CITY
ADMINISTRATOR EFFECTIVE JANUARY 1, 2025**

WHEREAS, recent labor negotiations resulted in an equity adjustment of 12% to the base salary for Fire, Miscellaneous, and Exempt labor groups; and

WHEREAS, to eliminate the issue of compaction between the City Administrator and Department Heads, staff recommend increasing the City Administrator's salary schedule by 12%; and

WHEREAS, the City of Angels is currently employs Steve Williams as the Interim City Administrator; and

WHEREAS, the increase of 12% to the City Administrator's salary schedule will not be applied to the existing Interim City Administrator's employment agreement.

NOW, THEREFORE, BE IT RESOLVED, that the City of Angels City Council does Hereby Approve a 12% Salary Increase for the Position of City Administrator Effective January 1, 2025.

PASSED AND ADOPTED this 3rd day of December 2024, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Jennifer Davis-Herndon, Mayor

Rose Beristianos,
City Clerk

Steve Williams
November 22, 2024
Page 1 of 2



November 22, 2024

VIA U.S. MAIL & EMAIL (stevewilliams@angelscamp.gov)

Steve Williams
City of Angels
P.O. Box 667
Angels Camp, CA 95222

whitebrennerllp.com

1608 T Street
Sacramento, CA 95811
T 916.468.0950 | F 916.468.0951

Douglas L. White
T: 916.468.0947
Doug@whitebrennerllp.com

Re: Legal Services Contract

Dear Steve,

Pursuant to Section 6.3.5 of the Agreement for City Attorney Services by and between the City of Angels (the “City”) and White Brenner LLP (the “Firm”) (the “Agreement”), this letter is to inform the City of an increase in the Firm’s rates for legal services. As of November 2024,, the Urban Consumer Price Index for the San Francisco-Oakland-Hayward area is 2.4%.

To simplify this process, we will be updating the effective date of CPI increases to January 1 of each year. Accordingly, the following rates will be effective January 1, 2025.

General Counsel (per hour rate)

Partner	\$189
Of Counsel	\$189
Senior Associate	\$189
Associate	\$189
Law Clerk	\$189
Paralegal	\$189
Administrative	No Charge

Specialized (per hour rate)

Partner	\$314
Of Counsel	\$314
Senior Associate	\$314
Associate	\$314
Law Clerk	\$314
Paralegal	\$314
Administrative	No Charge

{CW134518.3}

Cost Recovery (per hour rate)

Partner	\$442
Of Counsel	\$442
Senior Associate	\$442
Associate	\$442
Law Clerk	\$442
Paralegal	\$442
Administrative	No Charge

Please feel free to contact me if you have any questions or concerns. We look forward to another successful year working with you and representing the City.

Kind regards,

White Brenner LLP



Douglas L. White
BE



City of Angels

City Council Monthly Update

December 2024



Mayor Jennifer Herndon
Vice Mayor Isabel Moncada
Councilmember Alvin Broglio, Councilmember Caroline Schirato, Councilmember Michael Chimento

Significant Ongoing Projects

Major Projects:

Utica Park – Estimated Completion April 2025
Project Manager: Amy Augustine – Augustine Planning Associates

Eureka Oaks (Habitat) – Estimated Completion ~2027
Project Manager: Dave Richard (Unico) - Dewberry

Current CIP Project:

Mark Twain Road Looping Pipes – Engineering Plans Completed
Estimated Completion: Q3 2025
Project Manager: Dave Richards - Dewberry

Next CIP Project:

Vallecito Sewer Line Upgrade – Engineering Plans Submitted
Project Manager: Dave Richards - Dewberry

FY24/25 Noteworthy Accomplishments:

- November – General Election
- November – City Administrator Interview Panels
- November – Negotiations Complete

- October – First Use of Crack Sealing Machine
- October – Measure “A” Goes into Effect
- October – Downtown Benches and Trash Receptacles Installed

- September - Booster Way Sewer Upgrade Complete
- September - Utica Park Playground Equipment Installed and Inspected
- September - Eureka Oaks (Habitat) Groundbreaking
- September - Angel Creek Trail Environmental Review Completed

- August - Received Boom Mower
- August - Stop Signs and Crosswalks at Mark Twain Elementary School

- July - Citywide Street Sign Replacement Complete

Administration

Interim City Administrator Steve Williams, City Clerk/HR Rose Beristianos

Current Vacancies/Recruitments:

- City Administrator
- Chief Plant Officer
- Fire Engineer
- Firefighter
- Plant Operator in Training

New Hires in October:

- None

Projects:

- City Administrator Recruitment
- Fire Department Reorganization
- Old City Hall
- Employee ID Cards
- Live Scan

Capital Improvement Projects (CIP) Enterprise Fund

Plans Due By	Person Responsible	CIP Category	Project	Detail	Cost Estimate
10-01-24	Dave Richards	Water	Mark Twain Rd	Looping Pipes	\$ 680,000
11-01-24	Dave Richards	Wastewater	Vallecito Road	Pipe Replacement	\$ 990,000
04-01-25	Dave Richards	Wastewater	East Angels Trunk	Cure in Place	\$1,910,000

Start Date	Person Responsible	CIP Category	Project	Detail	Cost Estimate
10-01-24	Chris Oflinn	Water	Pressure Relief Valves	Replace all PVR	\$ 780,000
11-01-24	Chris Oflinn	Water	Automated Meter Readers	Install AMR's	\$ 400,000
01-01-25	Chris Oflinn	Wastewater	Scope Lines with CCTV	Data to Dewberry	\$ 75,000

Finance Department

Finance Director Michelle Gonzalez,

Audits in Progress

- Annual Financial Audit: We are nearing the end of the testing phase and expect to wrap up by the second week of December. The CPA firm will then submit the audit for peer review, and we plan to present it to the Council in January.
- Transportation Projects Audit with CCOG: This audit is anticipated to be completed by December. We filed a 90-day extension with CCOG, allowing work to continue through March 2025.

AccuFund Software Implementation

- The department is in the system-wide planning phase, working through detailed setups for each module and establishing the system's foundational structure.
- We've restructured the chart of accounts, breaking out details in a more logical pattern to enhance reporting capabilities.
- Implementation timeline:
 - January 2025: Payroll mirroring.
 - February 2025: Accounts payable goes live.
 - March 2025: Utility billing goes live.

After the full system is operational and Springbrook is retired, we will begin rolling out AccuFund's new features.

Code Enforcement and Building

Building – Completed in November	
• Number of Permits Issued	22
○ Solar	8
○ Re-Roofs	4
○ Burn Permits	4
○ Electrical	1
○ Steel Buildings	1
○ Generator	1
○ Fueling Station	1
○ Addition/Alteration/Remodel	1
○ Deck	1
• Number of Inspections	33

Code Enforcement – Completed in November		
Open cases on November 1		18
	New	Open
Violation Type		
Public Nuisance	9	6
Housing	4	3
Construction	1	1
Dangerous Building	1	1
Zoning	1	1
Other	2	
New Cases in November	18	
Cases Closed in November	24	
Open cases on November 30		12

Water / Wastewater / Public Works

Public Works Superintendent Chris Oflinn

Water Treatment Plant – Completed in November	
• Annual Filter Inspections Completed	
• Fixed a Domestic Water System Line Leak	
• Quarterly Calibrations on Analytical Systems	
• Replaced Battery Backup for Logical Controllor	
• Water Main Break at the MACT Project	
• Water Main Break on Depot Road	
• Three (3) Water Service Leaks	

Wastewater Treatment Plant – Completed in November	
• Rerplaced Polymer Pump for the Belt Filter Press	
• Replaced All Tubing on the Polymer System	
• Replaced Level Transducer for Holman Reservoir	
• Repaired Cooling System on Work Truck	
• Quarterly Calibrations on Analytical Systems	
• Sewer Plug Fix in 1500 block S. Main St	
• Assisted Bret Harte High School with Sewer Line Issue	

Public Works – Completed in November	
• Put up and Took Down Flags for Veterans Day	
• Put up Christmas Decorations Downtown	
• Installed New City Hall Sign at the PD	
• Brush Removal Along Several Roadways	
• Received Quotes for Curb Installation at Mark Twain Elementary School	
• Cleaned Drainage Ditches, Culverts, and Drain Inlets around the City	
• Crack Sealing on Gardner Lane	

Looking Ahead	
• Chip Sealing and Speed Tables on Gardner Lane	
• Install Radar Feedback Signs	
• Pressure Relief Valve Replacement Project	
• Automated Meter Reader Project	

Planning Department

Amy Augustine – Contract City Planner

Planning – Completed in October

- **Utica Park Project Oversight** - Pavilion is nearly complete, bocce courts are nearly complete, gym equipment has been ordered and curbing completed.
- **Community Development Block Grant Micro-Enterprise/Economic Development (CDBG-ED) grant** - Staff held a public hearing/open house 10/28/24 and completed and submitted an over the counter \$1.5 million City of Angels Microenterprise Economic Development Grant through CDBG-ED on October 29, 2024.
- **Permanent Local Housing Allocation (PLHA) program** – The draft 5-year plan for Council review was completed in October in pursuit of the State’s Formula Allocation (\$298,855) for affordable housing programs.
- **Safe Streets for All Grant** – Environmental (NEPA) to be completed for submittal.
- **GIS** – Staff finalized conveyance of zoning information to Parcel Quest’s online database. A non-subscription source of online zoning information for the public is pending.
- **All Hazards (Zoning Code Updates)** - The October meeting finalized draft deliverables.
- **Benches and Trash Receptacles** - Were installed in October.
- **California Burrito** - Opened at 301 South Main.

Planning – Scheduled in November

- **Utica Park** - Hardcourt will be completed in November. Stage construction begins in early November. Mark Twain is expected to return in early November.
- **Relocate House 79 South Main** - Relocation is dependent on a second AT&T site visit and contractor’s schedule for site preparation and asbestos remediation.
- **PRICE Grant** – Staff anticipates hearing by 12/31/24 on the results of the \$11,672,000 grant to improve infrastructure in, upgrade, and replace mobilehomes in the city’s four mobile/modular home communities.
- **Permanent Local Housing Allocation (PLHA) program** – Final approval is expected 11/19/24 before submittal to the state.
- **Foundry Lane** – Caltrans appraisal pending. After completion and Caltrans’ update of environmental documents, a California Transportation Commission Meeting will be held to allow access off SR 4.
- **All Hazards (Zoning Code Updates)** - The Planning Commission will consider changes at its November 14, 2024 meeting. A presentation on the changes will be made before the City Council on November 19, 2024.
- **Pending and Anticipated Planning Projects** – A master sign plan for the MACT complex is anticipated.

Engineering Department

Aaron Brustatori – Contract City Engineer

Engineering – Completed in October

- **Gardner Lane Speed Tables** – Review Request for Bid.
-
- **PG&E Yard Improvements** – Respond to PG&E regarding storm water study for yard expansion project.
-
- **Habitat for Humanity** – Correspondence regarding changes in site retaining walls.
-
- **Utica Park** – Correspondence regarding basketball surfacing.
-
- **Building, Fire Code Official** – Participated in interview.
-
- **Foundry Lane Extension** – Review deeds from WGA.

Planning – Scheduled in November

- **Pickle Porch Public Parking** – Prepare alternative parking plan. Prepare striping plan to organize parking.
- **Murphys Grade Drainage** – Final review of plans. Preparation for bid for June 2025 construction.

Fire Department

Chief John Rohrabough

Responses in November 2024		Notable Calls in November 2024:	
Total	86	<ul style="list-style-type: none">Vehicle Accident w/Extrication 49/Carson HillTwo Structure Fires in MurphysChimney Fire on Lee LaneStabbing at Big Horn Mobile Home Park	
Emergency Medical	51	Additional Info in November 2024: <ul style="list-style-type: none">Started Recruitment for Engineer and FirefighterParticipate in City Administrator InterviewsPublic Education Events Head Start & St. Patrick’s ChurchState Fire Inspection at Bret Harte High SchoolOrdered Personal Protective EquipmentServiced SCBA Fill System	
Cancelled prior to arrival	14		
Public Service	11		
Other Investigative	4		
Structure Fire	3		
Vehicle Accident	2		
Vegetation Fire	1		
Scheduled in December 2024:			
Interviews for Fulltime Firefighters and Fire Engineer		Move Fire Chief Officer to Vallecito Station	

Police Department

Chief Scott Ellis

Activity in November 2024	
Total Incidents	322
Total Reports	21
Total Traffic Stops	45
Total Arrests	1
Types of Calls:	
• Traffic Collisions	11
• Disturbance	7
• Theft	3
• Domestic Violence	3
• Aggravated Assault	2
• Assault and Battery	1

Additional Info in November 2024	
<ul style="list-style-type: none">• SART (Sexual Assault Response Team) Fundraiser Preparation• Stabbing at Big Horn Mobile Home Park• Christmas Parade Planning• Chief Ellis Attended Student Safety Forum at Bret Harte High School• City Administrator Interviews• DOJ Annual Audit Completed and Passed• CA POST Audit Completed and Passed• Destruction of Prescription Medications with CCSO• St. Patrick’s Pre-School Presentation• Two (2) Police Volunteers Donated 50.5 Hours of Work	

Scheduled in December 2024	
<ul style="list-style-type: none">• Police Recruit Krystine Storey Graduates Police Academy 12-16-24• Annual Christmas Parade• One Police Officer has a Projected Resignation date of 12-12-24	

DECEMBER 2024						
SUNDAY	MONDAY	TUESDAY	WEDNESDA	THURSDAY	FRIDAY	SATURDAY
1	2	3 COUNCIL MEETING 2:00pm	4 Park Planning Comm 10-12pm COG 5:30PM	5	6	7
8	9	10 UWPA - 5:30	11	12 ALL HAZ OPEN HOUSE 3-5PM PLANNING 5PM	13	14
15	16	17 COUNCIL MEETING	18 COG/TAC IRWMA	19	20	21
22	23	24 HOLIDAY	25 Christmas HOLIDAY	26	27	28
29	30	31	1	2	3	4