



GRASS VALLEY

City Council Regular Meeting, Capital Improvements Authority and Redevelopment "Successor Agency"

Tuesday, September 22, 2026 at 6:00 PM

Council Chambers, Grass Valley City Hall | 125 East Main Street, Grass Valley, California

Telephone: (530) 274-4310 - Fax: (530) 274-4399

E-Mail: info@cityofgrassvalley.com

Web Site: www.cityofgrassvalley.com

AGENDA

Any person with a disability who requires accommodations to participate in this meeting should telephone the City Clerk's office at (530)274-4390, at least 48 hours prior to the meeting to make a request for a disability related modification or accommodation.

**Mayor Hilary Hodge, Vice Mayor Haven Caravelli, Councilmember Jan Arbuckle,
Councilmember Joe Bonomolo, Councilmember Tom Ivy**

MEETING NOTICE

City Council welcomes you to attend the meetings electronically or in person at the City Hall Council Chambers, located at 125 E. Main St., Grass Valley, CA 95945. Regular Meetings are scheduled at 6:00 p.m. on the 2nd and 4th Tuesday of each month. Your interest is encouraged and appreciated.

This meeting is being broadcast "live" on Comcast Channel 17 & 18 by Nevada County Media, on the internet at www.cityofgrassvalley.com, or on the City of Grass Valley YouTube channel at <https://www.youtube.com/@cityofgrassvalley.com>

Members of the public are encouraged to submit public comments via voicemail at (530) 274-4390 and email to public@cityofgrassvalley.com. Comments will be reviewed and distributed before the meeting if received by 5pm. Comments received after that will be addressed during the item and/or at the end of the meeting. Council will have the option to modify their action on items based on comments received. Action may be taken on any agenda item.

Agenda materials, staff reports, and background information related to regular agenda items are available on the City's website: www.cityofgrassvalley.com. Materials related to an item on this agenda submitted to the Council after distribution of the agenda packet will be made available on the City of Grass Valley website at www.cityofgrassvalley.com, subject to City staff's ability to post the documents before the meeting.

Please note, individuals who disrupt, disturb, impede, or render infeasible the orderly conduct of a meeting will receive one warning that, if they do not cease such behavior, they may be removed from the meeting. The chair has authority to order individuals removed if they do not cease their disruptive behavior following this warning. No warning is required before an individual is removed if that individual engages in a use of force or makes a true threat of force. (Gov. Code, § 54957.95.)

Council Chambers are wheelchair accessible and listening devices are available. Other special accommodations may be requested to the City Clerk 72 hours in advance of the meeting by calling (530) 274-4390, we are happy to accommodate.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

AGENDA APPROVAL - *The City Council reserves the right to hear items in a different order to accomplish business in the most efficient manner.*

REPORT OUT OF CLOSED SESSION

INTRODUCTIONS AND PRESENTATIONS

CITY UPDATE

PUBLIC COMMENT - *Members of the public are encouraged to submit public comments via voicemail at (530) 274-4390 and email to public@cityofgrassvalley.com. Comments will be reviewed and distributed before the meeting if received by 5pm. Comments received after 5pm will be addressed during the item and/or at the end of the meeting. Council will have the option to modify their action on items based on comments received. Action may be taken on any agenda item. There is a time limitation of three minutes per person for all emailed, voicemail, or in person comments, and only one type of public comment per person. Speaker cards are assigned for public comments that are on any items not on the agenda, and within the jurisdiction or interest of the City. Speaker Cards can be pulled until the opening of public comment at which time sign ups will no longer be allowed. These cards can be found at the City Clerks desk. If you wish to speak regarding a scheduled agenda item, please come to the podium when the item is announced. When recognized, please begin by providing your name and address for the record (optional). Thirty minutes of public comment will be heard under this item in order of the speaker card assigned and the remaining general public comments will be heard at the end of the meeting. We will begin with number one.*

CONSENT ITEMS - *All matters listed under the Consent Calendar are to be considered routine by the City Council and/or Grass Valley Redevelopment Agency and will be enacted by one motion in the form listed. There will be no separate discussion of these items unless, before the City Council and/or Grass Valley Redevelopment Agency votes on the motion to adopt, members of the Council and/or Agency, staff or the public request specific items to be removed from the Consent Calendar for separate discussion and action but Council action is required to do so (roll call vote). Unless the Council removes an item from the Consent Calendar for separate discussion, public comments are invited as to the consent calendar as a whole and limited to three minutes per person.*

1. Approval of the Regular Meeting Minutes of September 8, 2026

Recommendation: Council approve minutes as submitted.

2. Acceptance and Execution of Proposition 64 Public Health and Safety Grant - Cohort 4
CEQA: Not a Project

Recommendation: Staff recommends the City Council adopt Resolution No. 2026-48 to: 1). Authorize the City Manager to accept and execute the Proposition 64 Public Health and Safety Grant Agreement with the Board of State and Community Corrections (BSCC), including any attachments, amendments, and related grant documents; and 2). Authorize the Finance Director to make the necessary budget adjustments within the existing Proposition 64 fund to recognize and appropriate grant revenues and corresponding eligible expenditures throughout the grant term, provided that total grant-funded expenditures do not exceed the \$1,000,000 award.

3. Resolutions Electing New Employee Organizations to Participate in the Public Employees' Medical and Hospital Care Act - Fire Management (Group 009) and Executive (Group 010).

CEQA: Not a Project.

Recommendation: Adopt Resolution No. 2026-49 and Resolution No. 2026-50 electing the City of Grass Valley to participate in the Public Employees' Medical and Hospital Care Act (PEMHCA) with respect to the newly established Fire Management (Group 009) and Executive (Group 010) employee organizations, effective November 1, 2026.

4. Approval of Memorandum of Understanding with the Grass Valley Police Officers' Association (Unit 6) for July 1, 2026 - June 30, 2028.

CEQA: Not a Project

Recommendation: Staff recommends that the City Council: 1) Adopt Resolution No. 2026-51 approving the Memorandum of Understanding (MOU) between the City of Grass Valley and the Grass Valley Police Officers' Association (Unit 6) for the two-year period of July 1, 2026, through June 30, 2028; 2) Approve additional FY 2026-27 budget authority in the amount of \$60,600 to fund the increased medical contributions and cash-in-lieu-of-medical benefit effective January 1, 2027; and 3) Authorize the Interim City Manager to execute the MOU on behalf of the City.

ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION OR SEPARATE ACTION AND / OR ANY ADDED AGENDA ITEMS

REORGANIZATION RELATED ITEMS

PUBLIC HEARING

ADMINISTRATIVE

5. Resolution of Support for Nevada Irrigation District's Proposition 4 Grant Application

CEQA: Not a project

Recommendation: Adopt the attached Resolution

6. Appointment of New City Manager and Approval of City Manger's Employment Agreement

CEQA: Not a project

Recommendation: That Council appoint Alex Gammelgard to the position of City Manager for the City of Grass Valley and approve the City Manager's Employment Agreement.

BRIEF REPORTS BY COUNCIL MEMBERS

CONTINUATION OF PUBLIC COMMENT

ADJOURN

POSTING NOTICE

This is to certify that the above notice of a meeting of The City Council, scheduled for Tuesday, September 22, 2026, at 6:00 p.m., was posted at city hall, easily accessible to the public, as of 5:00 p.m. Friday, September 18, 2026.

Taylor Whittingslow, City Clerk



GRASS VALLEY

City Council Regular Meeting, Capital Improvements Authority and Redevelopment "Successor Agency"

Tuesday, September 08, 2026 at 6:00 PM

Council Chambers, Grass Valley City Hall | 125 East Main Street, Grass Valley, California

Telephone: (530) 274-4310 - Fax: (530) 274-4399

E-Mail: info@cityofgrassvalley.com

Web Site: www.cityofgrassvalley.com

MINUTES

CALL TO ORDER

Meeting called to order at 6:02 pm.

PLEDGE OF ALLEGIANCE

Mayor Hodge led the pledge of allegiance.

ROLL CALL

PRESENT

Councilmember Jan Arbuckle

Councilmember Tom Ivy

Vice Mayor Haven Caravelli

Mayor Hilary Hodge

ABSENT

Councilmember Joe Bonomolo

AGENDA APPROVAL -

Motion made to approve the agenda as submitted by Councilmember Arbuckle, Seconded by Vice Mayor Caravelli.

Voting Yea: Councilmember Arbuckle, Councilmember Ivy, Vice Mayor Caravelli, Mayor Hodge

REPORT OUT OF CLOSED SESSION

Nothing to report out of closed session.

INTRODUCTIONS AND PRESENTATIONS

1. Community Organizations Active in Disaster (COAD) Presentation

CITY UPDATE

2. The Feral Land Project Mosaic Fuels Treatment presentation

PUBLIC COMMENT -

Virtual comments attached.

Public comment: Speakers 1 & 2

CONSENT ITEMS -

Motion made to approve the consent as submitted by Councilmember Arbuckle, Seconded by Councilmember Ivy.

Voting Yea: Councilmember Arbuckle, Councilmember Ivy, Vice Mayor Caravelli, Mayor Hodge

3. Approval of the Regular Meeting Minutes of August 28, 2026.

Recommendation: Council approve minutes as submitted.

4. Appointment of Councilmember Arbuckle as the voting delegate and Mayor Hodge as alternate for the League of California Cities 2026 Annual Conference meeting

CEQA: Not a Project

Recommendation: That Council appoints Councilmember Arbuckle as the voting and Mayor Hodge as the alternate for the 2026 League Annual Conference on September 23-25, 2026.

5. Purchase of Bobcat E-55 Excavator

CEQA: Not a project

Recommendation: That Council authorize the City Manager to sign/execute the purchase agreement.

6. **Title:** Resolution Electing to Cease to Be Subject to the Public Employees' Medical and Hospital Care Act with Respect to Management/Supervisory Employees (001 Management/Supervisory).

CEQA: Not a Project.

Recommendation: Adopt Resolution No. 2026-47, electing the City of Grass Valley to cease to be subject to the Public Employees' Medical and Hospital Care Act (PEMHCA) with respect to recognized Management/Supervisory employees, effective December 31, 2026.

ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION OR SEPARATE ACTION AND / OR ANY ADDED AGENDA ITEMS

REORGANIZATION RELATED ITEMS

PUBLIC HEARING

ADMINISTRATIVE

7. Agreement with the Nevada County Historical Society for Digital Scanning and Preservation of Historical Records

CEQA: Not a Project

Recommendation: That Council approve the Agreement between the City of Grass Valley and the Nevada County Historical Society (NCHS) for the digital scanning and preservation of historical records and authorize the Deputy City Manager to execute the Agreement, subject to legal review.

Taylor Whittingslow, Deputy City Manager, gave presentation to the Council.

Public Comment: Kyle Heife, Robin Davies

Motion made to approve the Agreement between the City of Grass Valley and the Nevada County Historical Society (NCHS) for the digital scanning and preservation of historical records and authorize the Deputy City Manager to execute the Agreement, subject to legal review. by Councilmember Arbuckle, Seconded by Vice Mayor Caravelli.

Voting Yea: Councilmember Arbuckle, Councilmember Ivy, Vice Mayor Caravelli, Mayor Hodge

BRIEF REPORTS BY COUNCIL MEMBERS

Councilmember Ivy wanted to discuss the matter of re-agendizing the Round-about design.

Motion made to not re-agenized the Round-About design discussion by Councilmember Arbuckle, Seconded by Vice Mayor Caravelli.

Voting Yea: Councilmember Arbuckle, Vice Mayor Caravelli

Voting Nay: Councilmember Ivy

Voting Abstaining: Mayor Hodge

Councilmember Arbuckle provided a Cal Cities legislative update, including several bills awaiting the Governor's action. Also attended a Downtown Association meeting and a Beale Air Force Base tour, highlighting opportunities for greater connection between Beale personnel and the Nevada County community. Councilmember Ivy had nothing additional report. Vice Mayor Caravelli had no report. Mayor Hodge recognized Assemblymember Heather Hadwick's local outreach, Communities Beyond Violence's new location, and restoration progress at the North Star House. Highlighted upcoming community activities, including the Zero Waste Summit and annual Yuba River Cleanup.

CONTINUATION OF PUBLIC COMMENT

ADJOURN

Meeting adjourned at 7:33 pm.

Hilary Hodge, Mayor

Taylor Whittingslow, City Clerk

Adopted on: _____



City of Grass Valley City Council Agenda Action Sheet

Title: Acceptance and Execution of Proposition 64 Public Health and Safety Grant - Cohort 4

CEQA: Not a Project

Recommendation: Staff recommends the City Council adopt Resolution No. 2026-48 to:

- 1). Authorize the City Manager to accept and execute the Proposition 64 Public Health and Safety Grant Agreement with the Board of State and Community Corrections (BSCC), including any attachments, amendments, and related grant documents; and
- 2). Authorize the Finance Director to make the necessary budget adjustments within the existing Proposition 64 fund to recognize and appropriate grant revenues and corresponding eligible expenditures throughout the grant term, provided that total grant-funded expenditures do not exceed the \$1,000,000 award.

Prepared by: Capt. Brian Blakemore, GVPD

Council Meeting Date: 09/22/2026

Date Prepared: 09/08/2026

Agenda: Consent

Background Information: On March 30th, 2026, Grass Valley Police Department staff, working with City of Grass Valley Finance, submitted an application for a BSCC Proposition 64 Public Health and Safety Grant under Cohort 4. The City was eligible and applied for the maximum allowable request of \$1 million for the project activity period commencing July 1, 2026, through June 30, 2031, followed by a six-month closeout period through December 31, 2031, to complete the Final Local Evaluation Report.

The project proposed under Cohort 4 sustains and expands a cannabis enforcement position created in 2023 under Cohort 3 – the Park Resource Officer. Park use and occupancy is seasonal and weather dependent. and assigning a full-time Officer year-round to patrol the parks is less efficient than taking a city-wide approach.

Under Cohort 4 funding, a Grass Valley Police Detective will be responsible for conducting enforcement activities across four specific zones: (1) parks and areas of recreation, (2) school grounds/zones, (3) downtown/historical and commercial districts, and (4) neighborhoods. The Officer will, as staffing allows, make themselves available to local, regional, and State justice partners for enforcement of illicit cannabis grow operations outside the City of Grass Valley that commonly have negative environmental and safety impacts, and conduct quarterly compliance inspections at the licensed retail cannabis dispensaries.

In addition, the proposed project also expands the City's public space Avigilon camera system on the Mill Street Plaza and adds cameras to the South Church Street parking lot, increasing the likelihood of investigating and interdicting public cannabis use prohibited under California law, despite recreational legalization (11362.3 H&S).

Finally, Cohort 4 funding allows for the purchase of an enforcement vehicle for the designated officer.

The BSCC Board unanimously approved the Cohort 4 funding recommendations at its June 25, 2026, meeting. The City was awarded the full amount of \$1 million.

Attached for Council consideration is the required Resolution delegating authority to the City Manager to execute the grant agreement and related documents.

Council Goals/Objectives: This project will support and help fulfill four goals identified in the Strategic Plan. Goal 1 - Community and Sense of Place; Goal 3 - Recreation and Parks; Goal 5 - High Performance Government and Quality Service; Goal - 6 Public Safety.

Fiscal Impact: The Proposition 64 PH&S Grant Program does not require matching or leveraged funds. The City has been awarded a total of \$1,000,000 for the Cohort 4 grant, covering the period of July 1, 2026, through December 31, 2031.

Disbursement of the grant funds occurs on a reimbursement basis for eligible costs incurred during a reporting period. Grantees must submit invoices to the BSCC on a quarterly basis through the online process no later than 45 days following the end of each quarter. Grantees must maintain adequate supporting documentation for all costs claimed on invoices. BSCC staff will conduct a desk review process requiring grantees to submit electronic documentation supporting grant funds claimed during the invoicing period, as well as on-site monitoring visits that will include a review of documentation maintained as substantiation of project expenditures.

The City will use the existing Proposition 64 fund established for the Cohort 3 grant to account for Cohort 4 grant revenues and expenditures. The grant documents identify the total award amount but do not provide the allocation of funding by City fiscal year. Accordingly, the Finance Director is authorized to make the necessary budget adjustments within the existing Proposition 64 fund as the annual funding and expenditure requirements are established. Total grant-funded expenditures will not exceed the \$1,000,000 grant award.

Funds Available: Yes - Grant Award **Account #:** Existing Proposition 64 Fund

Reviewed by: Alex Gammelgard, Interim City Manager

Attachments:

Resolution No. 2026-48
2026 Prop 64 Grant Agreement

RESOLUTION NO. 2026-48
RESOLUTION DELEGATING AUTHORITY
TO EXECUTE THE PROPOSITION 64
PUBLIC HEALTH AND SAFETY GRANT AGREEMENT

WHEREAS, the City of Grass Valley desires to participate in the Proposition 64 Public Health and Safety Grant Program, Cohort 4, funded through the California State and Local Government Law Enforcement Account and administered by the Board of State and Community Corrections (hereafter referred to as the BSCC).

NOW, THEREFORE, BE IT RESOLVED, that the City Manager be authorized on behalf of the City of Grass Valley to sign the Grant Agreement with the BSCC, including any amendments thereof.

BE IT FURTHER RESOLVED that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

BE IT FURTHER RESOLVED that the City of Grass Valley agrees to abide by the terms and conditions of the Grant Agreement as set forth by the BSCC.

ADOPTED as a Resolution of the City Council of Grass Valley at a meeting thereof held on the 22nd day of September 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINING:

Hilary Hodge, Mayor

ATTEST:

Taylor Whittingslow, City Clerk

APPROVED AS TO FORM:

David Ruderman, City Attorney



City of Grass Valley City Council Agenda Action Sheet

Title: Resolutions Electing New Employee Organizations to Participate in the Public Employees' Medical and Hospital Care Act - Fire Management (Group 009) and Executive (Group 010).

CEQA: Not a Project.

Recommendation: Adopt Resolution No. 2026-49 and Resolution No. 2026-50 electing the City of Grass Valley to participate in the Public Employees' Medical and Hospital Care Act (PEMHCA) with respect to the newly established Fire Management (Group 009) and Executive (Group 010) employee organizations, effective November 1, 2026.

Prepared By: Jennifer Styczynski, Finance Director

Council Meeting Date: 09/22/2026

Date Prepared: 09/16/2026

Agenda: Consent

Background: The City of Grass Valley participates in the Public Employees' Medical and Hospital Care Act (PEMHCA), administered by the California Public Employees' Retirement System (CalPERS), for eligible employees and annuitants.

As part of the City's ongoing review of its PEMHCA medical group structure, the City is restructuring its existing medical groups to more closely align with its current labor and organizational structure. This restructuring includes establishing separate PEMHCA medical groups for Fire Management (Group 009) and Executive (Group 010).

The proposed resolutions do not add new employees or annuitants to the City's health benefit program. Rather, the resolutions establish the appropriate PEMHCA medical group structure for employees and annuitants who are already part of the City's existing employee benefit structure.

Government Code Section 22920 permits an eligible contracting agency to obtain health benefit plans through PEMHCA by submitting a resolution to the CalPERS Board of Administration. Government Code Section 22892 requires the employer contribution to be established by resolution and provides that the contribution for employees and annuitants must be an equal amount and may not be less than the statutory PEMHCA minimum.

Discussion: The proposed resolutions will establish PEMHCA participation for the City's newly designated Fire Management (Group 009) and Executive (Group 010) medical groups.

The creation of these two groups is part of a restructuring of the City's existing PEMHCA medical group structure to align the medical groups with the City's current labor and organizational structure. No additional employees or annuitants are being added to PEMHCA as a result of these resolutions.

CalPERS has assigned both Group 009 and Group 010 the PEMHCA Minimum employer contribution, consistent with the contribution structure applicable to the City's other PEMHCA medical groups.

Under the proposed resolutions, the City's employer contribution for each eligible employee and annuitant will be the amount necessary to pay the full cost of enrollment, including family members, in a health benefits plan up to the PEMHCA Minimum per month, plus applicable administrative fees and Contingency Reserve Fund assessments.

The employer contribution will be an equal amount for employees and annuitants, consistent with Government Code Section 22892.

The proposed effective date for both groups is November 1, 2026. Following Council adoption, staff will submit the signed resolutions and required documentation to CalPERS to establish the two medical groups.

This restructuring is intended to provide a medical group structure that more accurately reflects the City's current labor organization and does not represent an expansion of the City's existing health benefit program.

Council Goals/Objectives: The action supports the City's Strategic Plan goal of maintaining a High-Performance Government and Quality Service by ensuring employee benefit programs are appropriately structured, efficiently administered, and aligned with the City's organizational and fiscal objectives.

Fiscal Impact: No material fiscal impact is anticipated as a result of these resolutions. The proposed action does not add employees or annuitants to the City's health benefit program. Rather, it restructures the existing PEMHCA medical group designations to align with the City's current labor and organizational structure.

The employer contribution for the new groups will be established at the PEMHCA Minimum, consistent with the contribution structure applicable to the City's other PEMHCA medical groups. Applicable CalPERS administrative fees and Contingency Reserve Fund assessments will continue to apply. CalPERS currently identifies the 2026 PEMHCA Minimum employer contribution as \$162 per month, with the amount increasing to \$167 per month effective January 1, 2027.

Because the proposed restructuring does not increase the number of employees or annuitants covered by the City's health benefit program, no additional ongoing appropriations are anticipated as a result of establishing Groups 009 and 010.

Funds Available: N/A

Account #: N/A

Reviewed by: Interim City Manager

Attachments:

- 1) Resolution No. 2026-49 - Electing to Be Subject to the Public Employees' Medical and Hospital Care Act at an Equal Amount for Employees and Annuitants with Respect to a Recognized Employee Organization (009 Fire Management)
- 2) Resolution No. 2026-50 - Electing to Be Subject to the Public Employees' Medical and Hospital Care Act at an Equal Amount for Employees and Annuitants with Respect to a Recognized Employee Organization (010 Executive)

RESOLUTION NO. 2026-49
ELECTING TO BE SUBJECT TO THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT
AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS
WITH RESPECT TO A RECOGNIZED EMPLOYEE ORGANIZATION
(009 Fire Management)

- WHEREAS, (1) A contracting agency meeting the eligibility requirements set forth in Government Code Section 22920, may obtain health benefit plan(s), as defined under Government Code Section 22777, by submitting a resolution to the Board of Administration of the California Public Employees' Retirement System (the "Board"), and upon approval of such resolution by the Board, become subject to the Public Employees' Medical and Hospital Care Act (the "Act"); and
- WHEREAS, (2) City of Grass Valley is a contracting agency eligible to be subject to the Act under Government Code Section 22920; and
- WHEREAS, (3) Government Code Section 22892(a) provides that a contracting agency subject to the Act shall fix the amount of the employer contribution by resolution; and
- WHEREAS, (4) Government Code Section 22892(b) provides that the employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the amount prescribed by Section 22892(b) of the Act; and
- WHEREAS, (5) City of Grass Valley desires to obtain for its employees and annuitants who are members of Fire Management the benefit of the Act and to accept the liabilities and obligations of an employer under the Act; now, therefore, be it
- RESOLVED, (a) City of Grass Valley elects to be subject to the provisions of the Act; and be it further
- RESOLVED, (b) That the employer contribution for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan up to a maximum of the PEMHCA Minimum per month, plus administrative fees and Contingency Reserve Fund assessments; and be it further
- RESOLVED, (c) City of Grass Valley has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and be it further
- RESOLVED, (d) That the participation of the employees and annuitants of City of Grass Valley shall be subject to determination of its status as an "agency or instrumentality of the state or political subdivision of a State" that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to

such Section. If it is determined that City of Grass Valley would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserves the right to terminate the health coverage of all participants of the employer; and be it further

RESOLVED, (e) That the executive body appoint and direct, and it does hereby appoint and direct, the Finance Director to file with the Board a verified copy of this resolution, and to perform on behalf of City of Grass Valley all functions required of it under the Act; and be it further

RESOLVED, (f) That coverage under the Act be effective on November 1, 2026.

Adopted at a regular meeting of the City Council at Grass Valley, this 22nd day of September, 2026.

Signed: _____
Hilary Hodge, Mayor

Attest: _____
Taylor Whittingslow, City Clerk

RESOLUTION NO. 2026-50
ELECTING TO BE SUBJECT TO THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT
AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS
WITH RESPECT TO A RECOGNIZED EMPLOYEE ORGANIZATION

(010 Executive)

- WHEREAS, (1) A contracting agency meeting the eligibility requirements set forth in Government Code Section 22920, may obtain health benefit plan(s), as defined under Government Code Section 22777, by submitting a resolution to the Board of Administration of the California Public Employees' Retirement System (the "Board"), and upon approval of such resolution by the Board, become subject to the Public Employees' Medical and Hospital Care Act (the "Act"); and
- WHEREAS, (2) City of Grass Valley is a contracting agency eligible to be subject to the Act under Government Code Section 22920; and
- WHEREAS, (3) Government Code Section 22892(a) provides that a contracting agency subject to the Act shall fix the amount of the employer contribution by resolution; and
- WHEREAS, (4) Government Code Section 22892(b) provides that the employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the amount prescribed by Section 22892(b) of the Act; and
- WHEREAS, (5) City of Grass Valley desires to obtain for its employees and annuitants who are members of Executive the benefit of the Act and to accept the liabilities and obligations of an employer under the Act; now, therefore, be it
- RESOLVED, (a) City of Grass Valley elects to be subject to the provisions of the Act; and be it further
- RESOLVED, (b) That the employer contribution for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan up to a maximum of the PEMHCA Minimum per month, plus administrative fees and Contingency Reserve Fund assessments; and be it further
- RESOLVED, (c) City of Grass Valley has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and be it further
- RESOLVED, (d) That the participation of the employees and annuitants of City of Grass Valley shall be subject to determination of its status as an "agency or instrumentality of the state or political subdivision of a State" that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to

such Section. If it is determined that City of Grass Valley would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserves the right to terminate the health coverage of all participants of the employer; and be it further

RESOLVED, (e) That the executive body appoint and direct, and it does hereby appoint and direct, the Finance Director to file with the Board a verified copy of this resolution, and to perform on behalf of City of Grass Valley all functions required of it under the Act; and be it further

RESOLVED, (f) That coverage under the Act be effective on November 1, 2026.

Adopted at a regular meeting of the City Council at Grass Valley, this 22nd day of September, 2026.

Signed: _____
Hilary Hodge, Mayor

Attest: _____
Taylor Whittingslow, City Clerk



City of Grass Valley City Council Agenda Action Sheet

Title: Approval of Memorandum of Understanding with the Grass Valley Police Officers' Association (Unit 6) for July 1, 2026 - June 30, 2028.

CEQA: Not a Project

Recommendation: Staff recommends that the City Council: 1) Adopt Resolution No. 2026-51 approving the Memorandum of Understanding (MOU) between the City of Grass Valley and the Grass Valley Police Officers' Association (Unit 6) for the two-year period of July 1, 2026, through June 30, 2028; 2) Approve additional FY 2026-27 budget authority in the amount of \$60,600 to fund the increased medical contributions and cash-in-lieu-of-medical benefit effective January 1, 2027; and 3) Authorize the Interim City Manager to execute the MOU on behalf of the City.

Prepared by: Jennifer Styczynski, Finance Director

Council Meeting Date: 09/22/2026

Date Prepared: 09/03/2026

Agenda: Consent

Background Information: The City of Grass Valley and the Grass Valley Police Officers Association (GVPOA) have negotiated a successor Memorandum of Understanding covering the period of July 1, 2026, through June 30, 2028.

The proposed MOU reflects the terms agreed upon by the City and GVPOA and addresses compensation, salary schedule changes, medical contributions, cash in lieu of medical benefits, leave provisions, and other terms and conditions of employment.

Discussion: The significant provisions of the proposed two-year MOU include the following:

Salary

- **2% Salary Increase:** Effective retroactively to the first full pay period following July 1, 2026, salaries for each classification shall be increased by two percent (2%). The retroactive increase will be paid in the first full pay period following City Council approval of the MOU.
- **New Top Step:** Effective the first full pay period following January 1, 2028, the City will implement a new top salary step equal to five percent (5%).
- **Step Advancement:** The MOU establishes eligibility provisions for employees affected by implementation of the new top step:

- Employees whose normal anniversary date occurs less than one year after their most recent step increase will remain eligible for a step advancement on their established anniversary date.
- Employees whose most recent step increase occurred more than one year prior to implementation of the new top step will be eligible for a step advancement upon implementation. Following that advancement, the employee's anniversary date for future step increases will be reset to the implementation date.
- **Salary Step Flexibility:** During the term of the MOU, the City reserves the right to eliminate up to two salary steps at the lower end of the salary ranges. Prior to implementing such a change, the City will meet and confer with GVPOA regarding the impacts of the proposed action.

Medical Benefits

Effective January 1, 2027, the City's monthly medical contributions will be increased to the following amounts:

Coverage Level	Monthly City Contribution
Employee Only	\$1,214
Employee Plus One	\$2,022
Family	\$2,530

The MOU also establishes a \$605 per month cash-in-lieu-of-medical benefit, effective January 1, 2027, for eligible employees who waive City medical coverage in accordance with the City's applicable requirements.

Reproductive Loss Leave

The MOU also adds a provision providing employees with reproductive loss leave, establishing leave rights related to qualifying reproductive loss events. This provision is included as part of the negotiated terms of the successor MOU.

Council Goals/Objectives: Approval of this MOU supports the City's Strategic Plan goal of maintaining a qualified and competitive workforce while ensuring that compensation and benefits remain consistent with the City's operational needs and fiscal capacity. The negotiated agreement provides a framework for compensation and benefit costs over the two-year term while maintaining responsible financial management and budgetary oversight.

Fiscal Impact: The 2% salary increase effective July 1, 2026, was included in the City's FY 2026-27 adopted budget and therefore does not require additional budget authority.

The MOU will result in additional personnel costs beginning January 1, 2027, associated with the negotiated increase in City medical contributions and the \$605 per month cash-in-lieu-of-medical benefit. The estimated additional cost for these benefits for the remainder of FY 2026-27 is \$60,600.

Staff recommends that the City Council approve additional budget authority in the amount of \$60,600 to fund the increased medical benefit costs for FY 2026-27. The

ongoing costs associated with these provisions will be incorporated into future fiscal year budgets.

The implementation of the new 5% top step effective January 2028 may result in additional personnel costs during FY 2027-28. These costs will be evaluated and incorporated into the FY 2027-28 budget as appropriate.

Funds Available: Yes

Account #: 100-201-50130 (Health / Dental / Vision / Life Ins) \$40,800
200-201-50130 (Health / Dental / Vision / Life Ins) \$19,800

Reviewed By: Interim City Manager

Attachments: Resolution No. 2026-51
Memorandum of Understanding - Unit 6 Redlined

RESOLUTION NO. 2026-51

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY ADOPTING A
MEMORANDUM OF UNDERSTANDING WITH THE GRASS VALLEY POLICE OFFICERS'
ASSOCIATION (UNIT 6) FOR THE PERIOD JULY 1, 2026 – JUNE 30, 2028**

WHEREAS, the labor negotiations team appointed to represent the City Council of the City of Grass Valley and representatives of the Grass Valley Police Officers' Association (GVPOA) have engaged in negotiations to update the labor Memorandum of Understanding ("MOU") between the City and Unit 6; and

WHEREAS, the parties came to an agreement which incorporates updates to the attached updated MOU;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRASS VALLEY, as follows:

1. The above recitals are true and correct and are a substantive part of this Resolution.
2. The City Council of the City of Grass Valley approves the updated Memorandum of Understanding for the Grass Valley Police Officers' Association (Unit 6) for the period of July 1, 2026, through June 30, 2028, and authorizes the Interim City Manager to execute said agreement.

PASSED AND ADOPTED as a Resolution of the City Council of Grass Valley at a meeting thereof held on the 22nd day of September 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINING:

Hilary Hodge, Mayor

ATTEST:

Taylor Whittingslow, City Clerk

APPROVED AS TO FORM:

David Ruderman, City Attorney

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF GRASS VALLEY CITY COUNCIL

AND

THE GRASS VALLEY POLICE OFFICERS' ASSOCIATION
FOR AND ON BEHALF OF
THE EMPLOYMENT CLASSIFICATIONS IN THE CITY'S UNIT #6
POLICE SERGEANT/POLICE OFFICER/POLICE OFFICER TRAINEE

Effective July 1, 202~~6~~⁴ – June 30, 202~~8~~⁶

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
ARTICLE 1 - RECOGNITION.....	1
ARTICLE 2 - SUPPORT OF AGREEMENT	1
ARTICLE 3 - ASSOCIATION RIGHTS AND DUES DEDUCTIONS	1
ARTICLE 4 - PROCEDURAL PREROGATIVES.....	4
ARTICLE 5 - HOURS OF WORK AND BASIS OF COMPENSATION	4
Pay Periods	4
Work Periods	5
Calculation of Compensation.....	5
Work Shift	5
ARTICLE 6 - OVERTIME; CALLBACK; STANDBY; COURT TIME; SPECIALTY PAY	5
Overtime	6
Policy	6
Defined	6
Authorization of Overtime Work.....	6
Reporting Overtime	6
Fringe Benefits Not Affected by Overtime	6
Compensation for Overtime	6
Callback Time.....	6
On Call Pay.....	7
Standby Time.....	7
Court Time.....	7
Special Assignment Pay	7
Educational Incentive and POST Incentives	8
Longevity Pay.....	9
ARTICLE 7 - LEAVE	9
Absence from Duty.....	9
Sick Leave	9
Extended Medical Leave	10
Bereavement and Reproductive Loss Leave.....	10
Vacation Leave	11
Holidays.....	12
Jury Duty Leave	12
Community Service and Professional Organization Participation.....	13
Family and Medical Care Leave.....	13
ARTICLE 8 – RETIREMENT BENEFITS	14
New Member Employees - Defined	14
Classic Member Employees – Defined.....	14
New Member Retirement Benefits	14
New Member Retirement Contributions.....	14
Classic Member Retirement Benefits	15
Retirement Benefits – Tier 1.....	15
Retirement Benefits – Tier 2.....	15
Classic Member Retirement Contributions.....	15
Social Security	15

Supplemental Retirement Benefits	15
Retiree Health Insurance Benefit.....	16
ARTICLE 9 - SALARY	16
Salary Schedule	16
Salary Adjustment	17
Off Salary Schedule Payments.....	17
City Contribution to PEPPRA Tier Deferred Compensation Account	17
Shift Differential	17
Rules for Use of Salary Schedule	17
Lateral Hire Incentive.....	19
ARTICLE 10 - HEALTH AND WELFARE	19
Insurance Benefits	19
Gym Membership	19
Short Term Disability Insurance.....	20
ARTICLE 11 - SCHEDULING OF SHIFTS	20
ARTICLE 12 - UNIFORMS	20
ARTICLE 13 - RESIDENTIAL MILEAGE RESTRICTION	21
ARTICLE 14 - VEHICLE USE, PARKING	21
ARTICLE 15 - REDUCTION IN FORCE & RE-EMPLOYMENT	21
Layoff/Furlough Provisions.....	21
Treatment of the Employees Laid Off.....	22
Seniority.....	23
ARTICLE 16 - DISCIPLINARY ACTION	23
ARTICLE 17 - GRIEVANCE PROCEDURE	25
Definition.....	25
Procedures.....	25
Informal Grievance.....	25
Formal Grievance	26
General Conditions	27
ARTICLE 18 - SAFETY.....	27
Safety Equipment.....	27
Employee Alertness	27
Drug, Alcohol and Substance Abuse Policy.....	28
Employee Assistance Program	28
Coverage.....	29
ARTICLE 19 - NO STRIKE/NO LOCKOUT	29
ARTICLE 20 - DISTRIBUTION	29
ARTICLE 21 - EFFECT OF THIS MOU	29
Completion of Negotiations.....	29
ARTICLE 22 - NOTICE.....	29
ARTICLE 23 - SEVERABILITY SAVINGS CLAUSE.....	30
ARTICLE 24 - MAINTENANCE OF NEGOTIABLE BENEFITS	30
ARTICLE 25 - TERM OF MOU	30
RECOMMENDATION OF REPRESENTATIVES	31
APPROVAL OF AGREEMENT	31
APPENDIX A – SALARY SCHEDULE	32

INTRODUCTION

This Memorandum of Understanding hereinafter referred to as the "Agreement" or "MOU" is made and entered into by and between the City of Grass Valley, hereinafter referred to as the "City", and the Grass Valley Police Officers, Police Officer Trainees and Police Sergeants, hereinafter referred to as the "Unit" or the "Employees".

ARTICLE 1 – RECOGNITION

The City recognizes the Employees who collectively are referred to as "Grass Valley Police Officers Association" as the sole and exclusive representatives of Police Sergeants and Police Officers/Trainees and other sworn positions as may be allocated by the City with concurrence from the Unit.

ARTICLE 2 – SUPPORT OF AGREEMENT

During the term of this Agreement, the City agrees not to meet and confer with any other organization on matters upon which the [Employees Association](#) is the exclusive representative, and which is within its scope of representation. Employees agree to meet and confer only with the representative(s) officially designated by the City to act on its behalf, and to utilize the meet and confer process as the means of gaining consensus as to wages, hours and conditions of employment.

During the term of this MOU and as appropriate thereafter the parties agree to use the dispute resolution machinery as provided herein or by Civil Service rules as a means of adjudicating disputes between them.

ARTICLE 3 – ASSOCIATION RIGHTS AND DUES DEDUCTIONS

A. Association Rights

The Association shall have the following rights:

The Association shall have the right of access to bargaining unit members outside of their assigned duties; before and after work hours, at meal and break periods and at other times, only with the approval of the Police Chief.

The Association may use bulletin boards designated for its use in appropriate places. All items to be posted shall be officially authorized by the Association and shall bear the date of posting and the date of removal. Posted materials shall not be obscene, defamatory, or of a partisan political nature, misleading, violative of any Federal, State, or local ordinance, law, statute or rule. Such material shall not pertain to public issues which do not involve the City and its relations with employees. A copy shall be provided to the Police Chief.

The Police Chief or his/her designee, upon request, may permit the Association to use facilities, depending upon availability of space, for meeting purposes at no charge. No request for use of the City facilities shall be unreasonably refused.

Employees shall not be given time off for meetings of the Association unless approved by the Police Chief.

The Association shall furnish annually, and update as required a list of all officials and representatives authorized to act on the Association's behalf. The City agrees to grant authorized officials and representatives access to City property to transact officially the Association business upon prior notice to the City Manager.

B. Union Access to Employees

The City agrees that for purposes of representation on issues covered by this agreement, official representatives of the Union may meet with unit employees on City facilities during working hours, provided that prior notification has been given to the appropriate supervisor. The Union agrees that such meetings shall not interfere with the normal work duties of the employees.

Solicitation for membership in the Union or other internal association business not directly connected to administration of this agreement shall be conducted during the nonwork hours of all employees involved.

City facilities may be made available for use by City employees or the Union in accordance with such administrative procedures as may be established by the City Manager or Department Heads concerned.

City will provide a written statement to each new bargaining unit employee that the classification is part of a bargaining unit represented by the Union, and the name of a representative of the Union. City will provide the Union President not less than ten (10) days' notice of the onboarding orientation meeting, including the date, time, and location of the orientation meeting. If a bargaining unit employee's first day of work begins less than ten (10) days after the date the employee is hired, the ten (10) day notice requirement may be reduced, and City will instead provide as much advance notice as reasonably possible of the orientation meeting.

The City will allow a Business Representative of the Union and/or outside labor representative to spend up to fifteen (15) minutes with the new unit member at the end of the onboarding orientation meeting in order to provide information and materials about the MOU and related matters. No representative of City management shall be present during the Union's presentation. A bargaining unit member attending the onboarding orientation meeting as the Union representative shall be given paid release time sufficient to cover the Union's presentation and related travel time. The Union will provide the Human Resources Department with the names of any bargaining unit members who they request to be released for this purpose as soon as reasonably possible, and at least forty-eight (48) hours before the meeting.

To the extent required by Government Code Section 3558, City shall provide the Union President with a list of names and contact information (listed below) for any newly hired unit member within thirty (30) days of the date of hire or by the first pay period of the month following hire. City shall also provide the Union a list of all unit member names and contact information on the last working day of September, January, and May. The information shall

include the following information except for any information subject to exclusion pursuant to Government Code Section 6254.3(c):

- Employee name,
- Job title,
- Department,
- Work location,
- Home address, and
- Work, home and personal telephone numbers and personal email addresses are on file with the City.

C. Dues Deductions

Employees may sign up for Payroll Deductions of Association dues with the Association. The Association will certify to the City any new members of the Association.

City agrees to deduct dues as established by the Association, and premiums for approved insurance programs from the salaries of Association members. The sum so withheld shall be remitted by the City, without delay, directly to the Association along with a list of employees who have had such amounts deducted. Association agrees to provide a listing of all additions or deletions of membership or requested changes to establish payroll deductions of its members, to the City.

The employee's earnings must be sufficient after the other legal and required deductions are made to cover the amount of the dues authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. All other legal and required deductions (including healthcare deductions) have priority over Association dues.

It shall be the sole responsibility of the Association to procure and enforce payroll deduction of dues.

Hold Harmless: The Association shall indemnify, defend, and hold harmless the City, its officers, employees, and agents acting on its behalf from and against any and all losses, damages, costs, expenses, claims, demands, actions, suits, judgments and other forms of liability arising out of the application or enforcement of this Section. In no event shall the City be required to pay from its own funds Association dues which the employee was obligated to pay but failed to pay regardless of the reasons.

Any Association member who notifies the City of their desire to discontinue dues or otherwise withdraw from Association membership shall be referred back to the Association. The City agrees to continue all dues deductions until notified of a deduction change by the Association.

ARTICLE 4 - PROCEDURAL PREROGATIVES

It is understood that the City retains the procedural prerogative to initiate or to refrain from initiating actions that may affect association members' wages, hours and conditions of employment and that such actions, once initiated by the City are subject only to the express procedural limitations that may be set forth in the MOU, Civil Service Rules, Charter or other law. Such matters include, but are not limited to, the procedural rights to contract out work not performed by active association members, to transfer, lay-off, terminate or otherwise discipline employees, to reasonably accommodate qualified disabled persons/employees, to make technological improvements, and to take necessary action to implement the terms and conditions of the MOU.

The Association recognizes and agrees that the City, on its own behalf and on behalf of the electors of the City, retains and reserves unto itself, limited only by Articles of this MOU, all powers, rights, authority, duties and responsibilities conferred upon, and vested in it, express or implied, by the laws of the Constitution of the State of California and of the United States and the provisions of the City Charter.

The Association recognizes and agrees that the exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this MOU.

The Association recognizes and agrees that the City's powers, rights, authority, duties and responsibilities include, without limitation, the generality of the foregoing, the exclusive right to manage, plan, organize, staff, direct and control; to determine levels of services; to determine solely the extent to which the facilities of any department thereof shall be operated, and the outside purchases of products or services; the right to introduce new or improved methods and facilities and to otherwise take any action desired to run the entire operation efficiently, except as modified by this MOU.

It is understood and agreed that the specific provisions contained in this MOU shall prevail over City practices and procedures and over State laws and the City Charter to the extent permitted by State law, and that in the absence of specific provisions in this MOU, such practices and procedures are discretionary with the City. Nothing contained in this MOU shall be interpreted as to imply or permit the invocation of past practice, or tradition, or accumulation of any employee rights or privileges other than those expressly stated herein.

If a conflict arises between this MOU and a City Charter provision or resolution incorporated herein, the City's Charter provision or resolution shall prevail.

ARTICLE 5 - HOURS OF WORK AND BASIS OF COMPENSATION

A. Pay Periods

The "pay period" shall be fourteen (14) calendar days from Sunday (starting at midnight

Saturday) to midnight of the second Saturday thereafter and refers to the period for computing compensation due for all working hours during that period. Actual payment of payroll shall be made the ensuing Friday at noon following the end of the pay period.

B. Work Periods

The normal work schedule shall be eighty (80) hours within each work period for each full-time employee assigned to a twelve (12) hour shift schedule and eighty (80) hours within each work period for each full-time employee assigned to an eight (8) or ten (10) hour shift schedule and shall coincide with the established two (2) week period (consisting of fourteen (14) days or two (2) weeks) from Saturday midnight to the second Saturday at midnight. Continuous work after midnight at the end of a work period shall be reported on the day in which the work shift began. The City shall have the right to implement schedules containing shifts of greater than eight (8) hours following proper notice and the opportunity to meet and confer.

The City shall have the right to implement schedules containing shifts of greater than eight (8) hours such as four (4) ten (10) hour shifts or three (3) twelve/(4) twelve (12) hour shifts upon fourteen (14) days' notice to eaffected employees. Any hours worked beyond such schedules by non-exempt employees shall be paid at the overtime rate.

The hours of employment and legal holidays to be observed shall be with regard to convenience of the public.

Employees will be paid during their lunch period.

C. Calculation of Compensation

Compensation shall be calculated on the basis of two thousand eighty (2,080) hours per year and twenty-six (26) equal pay periods per year. Compensation is based on the hourly rates and pay schedule set forth in Appendix A. Adjustments in hourly rates are rounded up to the nearest cent but may not exceed the top of any pay range. Pay is based on two thousand eighty (2,080) hours with hourly rates rounded to the nearest cent. The payment of compensation shall be calculated to the nearest one-fourth (1/4) hour.

D. Work Shift

The normal work shift means each shift during which an employee performs a normal working shift of continuous work hours as designated by their assigned classification or duty/specialty assignment, including holidays, Saturday and Sunday for those employees who work other than the regular Monday through Friday week. All time authorized in excess of a normal working shift shall be administered pursuant to Article 6.

ARTICLE 6 - OVERTIME, CALLBACK, STANDBY, COURT TIME, SPECIAL ASSIGNMENT PAY

A. Overtime

(1) Policy:

It is the policy that overtime work be discouraged; that the Police Chief arrange the work of his or her department so that full-time employees shall normally work not more than eighty (80) hours in any pay period. Overtime work shall be held to a minimum consistent with the efficient performance of necessary functions.

(2) Defined:

An employee authorized to work over their work shift or their duty assignment or over eighty (80) hours in a pay period will receive overtime. All hours compensated will be included for overtime purposes.

All work authorized as overtime shall be calculated at the overtime rate, which is one and one-half (1-1/2) times the regular hourly rate of pay.

(3) Authorization for Overtime Work:

Overtime work not specifically authorized shall be performed only upon express authorization of the Police Chief or subordinate empowered by him/her to authorize the same.

(4) Reporting Overtime:

Total hours of recorded authorized overtime for each pay period for each employee shall be reported on an attendance report and shall be signed by each Police Chief or his or her designee. The total hours of prior accumulated compensatory time taken off during each pay period shall be likewise reported.

(5) Fringe Benefits Not Affected by Overtime:

Overtime work shall not be a basis for increasing vacation or sick time leave benefits, nor shall it be a basis of advancing completion of required period for probation or salary step advances.

(6) Compensation for Overtime:

Employees shall have the option of either taking authorized overtime as pay or accrued as compensatory time. The balance of any accumulated compensatory time shall be paid upon termination of employment.

Compensatory time may be accrued up to one hundred twenty (120) hours.

B. Callback Time

Callback time shall be that time an employee is called back to work by the Police Chief before or after a normal workday; when an employee is required to work on a normal workday off by the Police Chief; in the event of an emergency; or when an employee is required to work on any holiday recognized by the City Council. The time actually worked or a minimum of two (2) hours at one and one-half (1-1/2) times the regular hourly rate of pay shall be accrued as compensatory time or taken as pay subject to the same rules for compensation for overtime provided above.

C. On Call Pay

At the discretion of the Police Chief, or designee, an employee may be assigned and scheduled to on-call status during off-duty hours. On-Call shall be paid at the rate of one dollar and twenty-five cents (\$1.25) per hour for each hour that an employee is assigned to be On-Call.

D. Standby Time

Standby time shall be that time an employee is designated by the Police Chief to be available on immediate call (for example; court standby, fires, riots and critical incidents) on normal days or hours off, or that time an employee is designated by the Police Chief to be available on immediate call on holidays. If not called, the employee shall be compensated with two (2) hours overtime which may be taken as pay or compensatory time off subject to the same rules for compensation for overtime provided above.

E. Court Time

Court time is defined as that period of time when an employee is required to appear in court as part of the performance of his/her normal duties on a day when the employee would not otherwise be scheduled to work. Court time will be compensated only when the employee is required to appear in court in connection with his or her duties at a time when he/she is not otherwise scheduled to be working. An employee will not be granted court time during the same time period that callback time is compensable. Court time may be paid or accrued as compensatory time in the same manner and shall be computed on the basis of three (3) hours or the actual amount of the time the employee is required to appear in court, whichever is greater.

F. Special Assignment Pay

Specialty pay assignments will be made in accordance with Departmental Policies and Procedures and will receive compensation in addition to base pay as noted below. Police Officer Trainees are not eligible for special assignment pay. If an employee is routinely and consistently assigned to any of the below listed special assignments, the employee shall be compensated in the amount of two and one half or five percent (2.5% or 5%) as noted below , and in accordance with CCR Section 571.

(1)	Bilingual Premium	5%
(2)	Officer-In-Charge	5%
(3)	Field Training Officer (FTO) (while training)	5%
(4)	Corporal	5%
(5)	Traffic Officer	5%
(6)	School Resource Officer (SRO), Juvenile Officer Premium	5%
(7)	Detective Division Premium	5%
(8)	Special Assignment Pay – as determined by Police Chief in accordance with § 571 Definition of Special Compensation	2.5% or 5%

Bilingual pay will be for languages designated by the Police Chief and demonstrated proficiency. Number of personnel approved for bilingual pay will be limited to meet needs of the City.

Officer-In-Charge (OIC) pay shall apply only to situations when a supervisor and/or manager is not on duty and responsible for the shift or work unit. Only one (1) employee will be designated as an OIC should shifts overlap, and there is not an on-duty supervisor for either shift. An employee designated by the City as acting in the capacity of a Police Sergeant shall receive a five percent (5%) increase to base pay, providing the assignment and responsibility is for four (4) or more hours of continuous duty. The five percent (5%) increase to base pay shall be computed and applied on an hourly basis.

A specialty pay cap of fifteen percent (15%) shall apply; however, bilingual and officer-in-charge pay will not apply toward this cap.

G. Educational Incentive and POST Incentives

(1) The City shall offer an academic educational incentive program with a maximum cumulative ceiling of five percent (5%) of base salary for Police Sergeants and seven and one-half percent (7.5%) of base salary for Police Officers. Only certificates and degrees granted by accredited institutions which are above their minimum education requirement of the employee's position and enhance the employee's abilities and contributions will be considered. College units obtained to qualify for an incentive cannot be compounded to qualify for an additional incentive. For example, units used to obtain an AA/S and then utilized to obtain a BA/S cannot yield incentives for both degrees.

a. Eligible Degrees for Police Officers	
<u>Degree</u>	<u>% of Base Salary</u>
Associate of Arts or Science	2.5%
Bachelor of Arts or Science	5.0%
Master of Arts or Science	2.5%
b. Eligible Degrees for Police Sergeants	
<u>Degree</u>	<u>% of Base Salary</u>
Bachelor of Arts or Science	2.5%
Master of Arts or Science	2.5%

(2) The City shall offer a POST incentive program with a maximum cumulative ceiling of five percent (5%) of base salary for a combination of the below listed certificates. This incentive shall not be paid to employees in classifications that require such certifications as a minimum requirement for the position occupied.

<u>Certificate</u>	<u>% of Base Salary</u>
Intermediate	2.5%
Advanced	2.5%
Supervisory	2.5%
Management	2.5%

H. Longevity Pay

The City shall pay two and one-half percent (2.5%) of base rate for longevity pay upon completion of ten (10) years of continuous service as a member of Unit 6.

ARTICLE 7 – LEAVE

A. Absence from Duty

The absence of an employee from duty shall be reported to the Police Chief. The reasons for the absence, if known, shall be stated. The return of an employee to duty shall likewise be reported. Unauthorized absence from duty is sufficient cause for discipline up to and including termination of employment. Unauthorized absence from duty for five (5) consecutive scheduled work shifts shall be deemed a resignation from City employment.

B. Sick Leave

Sick leave shall be considered as a privilege by an employee to use at his/her discretion as provided herein.

Police Officer Trainees shall accrue two and seventy-seven hundredths (2.77) hours per pay period while in the Academy-. Police Officers shall accrue two and seventy-seven hundredths (2.77) hours per pay period for the first four (4) years of service and three and sixty-nine hundredths (3.69) hours per pay period thereafter. Police Sergeants shall accrue three and sixty-nine hundredths (3.69) hours of sick leave per pay period. If any employee does not take the full amount of sick leave allowed in any calendar year, the amount not taken may be accumulated from year to year without limit.

Sick leave accrual, if available, will be used for the following circumstances:

- (a) The absence from duty of an employee because of his/her illness, pregnancy or related complications, quarantine due to contagious diseases.
- (b) The absence from duty of an employee due to the preventative care, diagnosis, care or treatment of a health condition of the employee's family member or other purposes authorized by Labor Codes Section 246.5 (leave for victims of domestic violence, sexual assault, or stalking). For the purposes of this provision, family member shall be restricted to the employee's biological parent, foster parent, adoptive parent, sibling, spouse, domestic partner, child, parent-in-law, brother-in-law, sister-in-law, grandparent, grandchild, step-parents, stepchildren, step sibling, where there is a child rearing relationship, or a person who stood in loco parentis when the employee was a minor child.
- (c) Medical appointment of an employee.
- (d) The absence from duty of an employee due to medical appointment or illness of his/her spouse, domestic partner, child or parent to the extent provided by California Law (specifically AB 109, known as the "Kin Care" legislation effective in 2002, and SB 1471 as enacted in 2003).
- (e) The City of Grass Valley may allow the use of sick leave due to the

illness/medical appointment of other relatives of the employee, if such relative is living in the same household as the employee.

Sick leave due to a medical appointment must be approved in advance by the employee's immediate supervisor. Other leaves provided for due to illness or medical complications shall be provided consistent with other leave conditions herein and within the Federal and State Family Leave Acts.

If absence from duty by reason of sickness extends beyond the period of three (3) consecutive working shifts, the employee may be required to file, with the Human Resources Office, a certificate of sickness or disability prepared by a regular, licensed and practicing physician prior to entitlement to sick leave pay. A copy of this certificate shall also be filed with the Police Chief. All employees whose absence from duty because of sickness extends beyond one (1) calendar week may be required to provide a weekly report or certificate by a regular licensed and practicing physician to be filed with the Human Resources Office. Certificates filed under this Section shall detail the nature of the sickness and certify the employee's inability to return to work. If no certificate is filed, salary or wages may be withheld from said employee.

The Human Resources Office or Police Chief may require any employee to furnish a certificate of illness or disability completed by a regular, licensed and practicing physician at any time that the Human Resources Office or the Police Chief is aware of information that an employee is abusing the sick leave privilege. No employee will be disciplined for insubordination based on the refusal to work when he/she has elected to use accrued sick leave but will remain subject to discipline for any abuse of the sick leave, dishonesty in use of sick leave or other grounds for discipline arising from inappropriate use or abuse of sick leave.

Notwithstanding any other provision of this MOU, the City shall provide every employee at least as much sick leave as required by California Labor Code section 245 et seq. as it now exists or may be amended during the term of this Agreement. The City shall inform the Employees when it establishes or alters a policy governing the allowance of such leave.

C. Extended Medical Leave (See Civil Service Rules, same title)

Those employees who have been granted an approved extended medical leave shall not be required to provide weekly verification of their medical condition. However, this is subject to the right of the City to require such verification if the City reasonably believes that the granting of medical leave is being abused. Failure of an employee to supply the requested verification of medical condition shall be grounds for terminating extended medical leave.

D. Bereavement and Reproductive Loss Leave

Employees shall be granted leave of absence with pay, not to exceed sixty (60) hours per fiscal year, non-cumulative, for purposes of attending funeral services, making related arrangements for the family or travel to and from the location of services on account of the death of any member of his/her immediate family. Member of the immediate family means the mother, step-mother, father, step-father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee and the spouse, son, son-in-law, step-son, daughter, daughter-in-law,

step-daughter, brother or sister of the employee, or any relative living in the immediate household of the employee.

It shall be the responsibility of the department to account for such leaves, and leaves of more than sixty (60) hours, if approved, shall be charged against sick leave or other leave accumulations. Employees shall also be entitled to any bereavement leave rights provided by California law.

~~This provision shall be implemented in a manner consistent with California Bereavement Leave program effective January 1, 2023.~~

In addition to bereavement leave, employees shall be entitled to up to five (5) days of reproductive loss leave following a miscarriage, stillbirth, failed adoption, failed surrogacy, or unsuccessful assisted reproduction, consistent with California law. Such leave shall be taken within three (3) months of the reproductive loss event and may be taken on consecutive or nonconsecutive workdays. Employees may use any accrued leave balances available under City policy or applicable law during such leave.

The City shall administer these leave provisions in accordance with applicable California law.

E. Vacation Leave

Vacation leave will begin accruing immediately upon active service and may be used following completion of six (6) months of continuous service. Police Officer Trainees will not be eligible until completion of the POST academy and appointment to active service with the City of Grass Valley Police Department as a Police Officer. For each completed pay period of service and employee shall receive credit for vacation pay in accordance with the following schedule:

Up to four (4) years,.....eighty (80) hours per year (3.08 [three and eight hundredths] hours per pay period)

49 months to 12 years,.....one hundred twenty (120) hours per year (4.62 [four and sixty-two hundredths] hours per pay period)

145 months and over,.....one hundred and sixty (160) hours per year (6.15 [six and fifteen hundredths] hours per pay period)

Employees with more than twenty (20) years of service as of July 1, 2023, shall continue to receive one hundred and eighty (180) hours per year (6.92 [six and ninety-two hundredths] hours per pay period)

Each and every credit of vacation earned by an employee shall be vested to such employee at the conclusion of each pay period of service.

Employees shall be permitted to accumulate accrued vacation hours until reaching the maximum

limit three hundred eighty (380) hours. Once the employee has reached the maximum limit, vacation accruals over the maximum hour limit will automatically be converted to, and deposited in, a sick leave bank for retirement service credit conversion. The banked sick leave shall only be used to convert to CalPERS service credit at retirement from the City of Grass Valley. Should the employee utilize all sick leave accruals, all CTO accruals and all but up to fifty six (56) hours of holiday leave, he/she will be entitled to utilize the banked sick leave hours for illness and/or extended medical leave.

Vacations will be scheduled in December and June of each year for the six-month (6) period following the sign-up period. If staffing levels require vacations to be denied, additional time or banking of time will be granted based on a request of the Police Chief to the City Manager.

Employees may request payment in lieu of vacation accrual in December of each year for the following calendar year. The maximum vacation buyback shall be eighty (80) hours.

Elective cash-out provisions:

- (a) Employees utilizing this provision will be required to submit an irrevocable election form by December 31st of the calendar year prior to the calendar year in which the vacation hours to be cashed out are earned.
- (b) Employees that have submitted an irrevocable election form may submit a vacation cash out request form at any time during the calendar year in which the vacation hours are earned.
- (c) The actual payment of the requested hours cannot occur until the hours to be cashed out for that calendar year have accrued. Cash-outs for hours accrued in prior years are not allowed.
- (d) Employees that submitted an irrevocable election form in the prior year but did not submit a cash out request shall receive their vacation cash out by the last paycheck of the calendar year in which the vacation hours are earned.
- (e) Payment will be issued at the employee's current regular rate of pay at the time the payment is made.

As a recruitment incentive for the lateral hire of a Police Officer, the City may, at its discretion, offer accrual of vacation leave placement at a competitive rate based on experience as a Police Officer or Deputy Sheriff and up to eighty (80) hours vacation incentive at date of hire.

F. Holidays

Employees will accrue a maximum of one hundred thirty two (132) holiday hours each calendar year at an accrual rate of five and seven hundredths (5.07) hours per pay period. Employees may schedule holiday time off in accordance with Department procedures. Police Officer Trainees will not be eligible until completion of the POST academy and appointment to active service with the City of Grass Valley Police Department.

Hours accrued but not used by the end of the last full pay period in November each year will be cashed out at the employee's regular hourly rate of pay and paid to the employee in the first pay date in December each year.

A payout of hours accrued but not used by the end of the last full pay period in May of each year will be cashed out at the employee's regular hourly rate of pay and paid to the employee in the first pay date in June each year.

G. Jury Duty Leave

An exempt employee shall be paid his/her normal salary for each workday, or portion thereof, he/she is required to be in jury duty. Any money, less travel expenses, received by the employee for jury duty shall be remitted to the City by the employee.

J.H. Community Service and Professional Organization Participation

The City encourages employees to participate and be involved in community service and professional organizations.

Upon approval by the City Manager, the City may make a reasonable amount of paid release time available for employees to represent the City and to participate and be involved as a member or officer in a community service, professional organization, excluding fraternal organizations. Further, the Council recognizes that certain expenses may be incurred by an employee to be an active member or to participate in such an organization. Therefore, upon approval by the City Manager, the Council shall budget and pay or reimburse, on behalf of the employee, expenses for his/her membership and attendance of such costs as dues, fees, assessments or charges associated with participating in the organization up to two hundred fifty (\$250) dollars per fiscal year.

K.I. Family and Medical Care Leave

Regular full time employees, with more than one (1) year of continuous service, or have worked more than one thousand two hundred fifty (1,250) hours during the previous twelve (12) months, may request an unpaid Family and Medical Care Leave of absence of up to twelve (12) weeks in any one continuous twelve (12) month period. This leave may be taken for the birth or adoption of a child, to care for a child, spouse or parent who has a serious health condition or for the employee's own health condition that makes the employee unable to perform the essential functions of their job. If this leave is granted, upon the employee's return, the employee will be reinstated to the same or a comparable position as the position held before the leave. Available accruals must be used for such leaves. For leaves related to an employee's own serious health condition, or that of an eligible family member, sick leave will be utilized first, followed by other accruals (i.e., holiday, CTO, vacation). If all available accrual is depleted, an employee may continue on an unpaid leave until the twelve (12) week maximum leave is taken. If an employee desires to take an FMLA leave not associated with the serious health condition of him/herself, or an eligible family member, sick leave hours accrued may not be used (i.e., adoption of a child, birth of a child).

An employee may elect to keep forty (40) hours of sick leave in their accrual bank prior to taking

unpaid time off.

Whenever possible, the employee must provide at least thirty (30) calendar days written notice that the employee wishes to take this leave of absence. When this is not possible, the employee must notify the City, in writing, as soon as possible. Failure to comply with these notification rules may result in the denial or deferral of the requested leave until the employee complies with the notice provisions.

The City will require the certification from the health care provider who is attending to the serious health care condition of the employee, employee's child, spouse or parent before allowing the employee to take a leave to take care of that family member. If there is a question concerning this certification, the City reserves the right to require additional certification(s) at City expense.

Unless otherwise agreed to by the City, any Family and Medical Care Leave must be taken in segments of one (1) full workday.

If the employee is pregnant, the employee has the right to take a maternity leave and some amount of Medical Care Leave. The employee should check with Human Resources to determine eligibility under such circumstances.

The cost of the employee's health care coverage while on a Family and Medical Care Leave less any portion of the premium the employee is required to pay will be paid for by the City for up to twelve (12) weeks. If the employee does not return from leave, the employee will be responsible for reimbursing the City for the insurance premiums paid on the employee's behalf.

While the above provisions will apply to most employees in most circumstances, there are certain exceptions under which the City may refuse to grant a Family Care Leave.

ARTICLE 8 – RETIREMENT BENEFITS

New Member Employees - Defined

- A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who has no prior membership in any California Public Retirement System.
- A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who was a member with another California Public Retirement System prior to January 1, 2013, and is not eligible for reciprocity.
- A member who first established CalPERS membership prior to January 1, 2013, and who is rehired (by a different CalPERS employer) after a break in service of greater than six (6) months.

Classic Member Employees - Defined

- A member who was brought into CalPERS membership for the first time before January 1, 2013.
- A member who was brought into CalPERS membership for the first time on or

- after January 1, 2013, and who was a member with another California Public Retirement System prior to January 1, 2013, and is eligible for reciprocity.
- A member who first established CalPERS membership prior to January 1, 2013, and who is rehired (by a different CalPERS employer) after a break in service of less than six (6) months.

A. New Member Retirement Benefits

New employees hired after to January 1, 2013, upon placement in a full-time employment status shall have the CalPERS 2.7% @ 57 formula, as provided by the terms of the contract in effect between the City and CalPERS.

B. New Member Retirement Contributions

The employee contribution rate shall be fifty percent (50%) of the “normal cost” rounded to the nearest quarter of 1 percent (.25%), as determined by CalPERS.

C. Classic Member Retirement Benefits

Retirement Benefits – Tier 1

Employees hired before July 1, 2011, and designated as local public safety members by the City are provided retirement benefits under the California Public Employee's Retirement System Local Safety 3% at 50 formula.

Retirement Benefits - Tier 2

Employees hired after June 30, 2011, and designated as local public safety members by the City are provided retirement benefits under the California Public Employee's Retirement System Local Safety 3% at 55 formula.

D. Classic Member Retirement Contributions

The total Classic employee pension contribution shall be nine percent (9%) of salary.

E. Social Security

Employees are also provided retirement benefits under Social Security. The employee shall pay the full amount of the employee's contribution rate to Social Security. The City shall pay the employer contribution.

F. Supplemental Retirement Benefits

The City shall pay a supplemental retirement benefit to each eligible employee covered under the terms of this MOU who attains normal retirement age as defined in California Public Employees' Retirement Law. The term "eligible employee" is limited to those employees who leave City employment for the sole reason of retiring under a CalPERS regular service retirement and at least five (5) years of service with the City. No minimum years of service is required for

disability or industrial disability retirement provision.

The benefits provided under the terms of this Section shall be a one-time lump sum payment, calculated on the basis of fifty percent (50%) of the straight time value of the retiring employee's accumulated but unused sick leave, up to four hundred (400) hours on the date that the employee retires from City employment. The reference to sick leave days in this Section is for purposes of calculating the benefit provided under this Section only and shall not operate to "vest" sick leave hours or otherwise create any entitlement to pay for those sick leave hours for an employee who terminates employment prior to attaining normal retirement age as defined in this sub-part. The straight-time value of the retiring employee's sick leave hours shall be computed solely and exclusively on the basis of the non-overtime normal wage rate paid to the employee, and no overtime premiums, or any other type of premium pay or pay for working out-of-class or employee benefits or other forms of non-straight time wage compensation shall be used for purposes of calculating the benefits due under this Section.

Any employee that shows an effective date of retirement into the CalPERS system within one hundred twenty (120) days of separation from employment with the City shall be credited with CalPERS service credit for all accumulated but unused or uncompensated sick leave.

Consistent with the sick leave provisions of this MOU, any employee whose employment with the City terminates for any reason, as opposed to being reinstated, prior to attaining normal retirement age, forfeits all accumulated but unused sick leave hours, and shall not become entitled or eligible to receive any benefits under the terms of this Section even if the employee is subsequently re-employed by the City. Notwithstanding the limitations contained in the previous sentences, the City shall pay a supplemental retirement benefit consisting of all unused sick leave to the estate of any employee covered by this MOU who is killed in the line of duty. Any rehired or reinstated employee shall begin to accrue sick leave hours as if they had never worked for the City previously.

The benefit provided in this Section shall not arise or vest until such time as the individual employee applying for the benefit becomes eligible for the benefit as provided in this Section and provides written notice to the City Manager of his/her intention to retire from employment with the City. The benefit provided in this Section shall not increase the City's obligations with respect to other benefits of employment, including, but not limited to, other retirement benefits, health and welfare benefits, sick leave benefits, disability benefits, or any other form of compensation or fringe benefits of whatsoever kind or nature.

G. Retiree Health Insurance Benefit

(1) Employees hired prior to January 1, 2016, and retiring from the City under CalPERS, after twenty-five (25) or more years of City service, are eligible for the following retiree health insurance benefit:

(a) Three hundred dollars (\$300) per month, not including the statutory administrative fee for CalPERS coverage.

(2) For employees ineligible for the retiree health insurance benefit above that elect to

participate in the health insurance plan as a retiree the City will pay the statutory administrative fee for CalPERS coverage.

(3) Eligibility and Term. To receive the benefit provided in F (1) of Article 8, a retiree must provide annual evidence of health insurance coverage to the Human Resources Department. Such benefit will cease upon the retiree receiving group medical insurance coverage from another employer or receiving coverage through Medicare or upon being eligible for Medicare. If a retiree covered under another employer's group medical insurance loses such coverage, this benefit will start or restart until the retiree is otherwise ineligible.

ARTICLE 9 – SALARY

A. Salary Schedule

Salaries shall be as set forth in the Unit's salary schedule, attached hereto as Appendix A to this MOU.

B. Salary Adjustment

~~Each classification covered by this MOU shall have an additional step five percent (5%) added effective January 1, 2025. Effective retroactively to the first full pay period following July 1, 2026, and paid in the first full pay period following City Council approval of the MOU, salaries for each classification shall be increased by two percent (2%).~~

~~Effective the first full pay period following January 1, 2028, the City shall establish and implement a new top step in the applicable salary schedule, representing a five percent (5%) increase above the existing top step.~~

~~Employees at the existing top step shall become eligible for advancement to the new salary step as follows:~~

- ~~• Employees whose normal anniversary date occurs less than one (1) year after their most recent step increase shall remain eligible for advancement to the new salary step on their established anniversary date.~~
- ~~• Employees whose most recent step increase occurred one (1) year or more prior to implementation shall be eligible for advancement to the new salary step upon implementation of this provision. Upon receiving the step advancement, the employee's anniversary date for future step increases shall be reset to the implementation date.~~

~~During the term of this Agreement, the City reserves the right to eliminate up to two (2) salary steps at the lower end of the salary range. Prior to implementing such a change, the City agrees to meet and confer with the GVPOA regarding the impacts of the proposed action.~~

- ~~○ Employees currently at top step for more than one (1) year eligible 1/1/25.~~
- ~~○ All other employees are eligible on applicable anniversary date after 1/1/25.~~

C. Off Salary Schedule Payments

- ~~○ Upon City Council approval of MOU all employees shall receive a three thousand five hundred (\$3,500) lump sum Off Salary Schedule Payment with their next regularly scheduled paycheck.~~
- ~~○ Effective the first regularly scheduled paycheck following July 1, 2025, all employees shall receive a three thousand five hundred (\$3,500) lump sum Off Salary Schedule Payment.~~

D.C. City Contribution to PEPRAs Tier Deferred Compensation Account

The City shall make a three percent (3%) of base salary contribution to each sworn PEPRAs safety member's 457(b) deferred compensation account, up to the lesser of each sworn PEPRAs safety member's includible compensation or the IRC 457(b) limits set forth in IRC section 457(e)(15).

E.D. Shift Differential

- (1) An employee, whose shift that has fifty percent (50%) or more of hours worked between the hours of 5:00 p.m. and 5:00 a.m., shall be paid an additional night shift differential of five percent (5%) of their hourly adjusted base wage, per shift worked.
- (2) An employee, who is assigned a rotational shift that has fifty percent (50%) or more of hours worked between 5:00 p.m. and 5:00 a.m., shall be paid an additional night shift differential of five percent (5%) of their hourly adjusted base wage, for all hours worked outside of the rotational shift (I.E.: Court, shift shortages, training, Departmental needs etc.), up to a maximum of three (3) months.
- (3) The above provisions are subject to change by the Police Chief or his designee, on a case-by-case bases, to ensure appropriate application of these provision and to suit the needs of the department.

F.E. Rules for Use of Salary Schedule

- (1) In the general schedule of pay ranges established by the City Council each classification within a department has an applicable range consisting of five steps.
- (2) All appointments from an eligibility list will enter the probationary periods at the base salary of the range applicable to the job. The City Manager and Police Chief may recommend elevation above the entry level step to compensate for education and experience.
- (3) All employees shall be eligible for a merit step increase to the next step in pay range every twelve (12) months until the end of his or her pay range, if recommended by the Police Chief and approved by the City Manager that such employee's job performance satisfies the City and department standards relating to such employees.

Employees denied a merit increase will be eligible for reconsideration no later than three (3)

months following their initial review date.

(4) An employee promoted from a promotional eligibility list to a position in a higher pay range will be placed at the minimum of the new range, or at a level in the new range to provide a minimum five percent (5%) increase in the regular rate of pay. Any new pay rate upon promotion may not exceed the top of the pay range. The date of the promotion will establish a new anniversary date for the employee's future merit increases. Should a promotion occur concurrently with the employee's evaluation, and the employee is eligible for a merit increase, the merit increase is to be included in the base salary before the promotion.

(5) Upon reduction in force, permanent employees may be appointed to a classification with a lower pay range. An employee assigned by management to a position in a lower classification shall be placed at the step in the new range to provide an approximate five percent (5%) decrease in regular pay. The anniversary date for future merit increases will be the date of the appointment to the lower classification.

(6) Allocation to a class with Lower Salary Range: If the salary range of the new class to which an employee's position is allocated has a maximum step lower than that of his/her current class, but not lower than his/her actual salary, he/she should continue to receive his/her present salary until his/her next anniversary date, which remains unchanged, at which time he/she would be eligible for a merit increase in the new range. If the top of the new range is lower than the current salary, then the salary will be reduced to an amount not to exceed the top of the new range effective the next full pay period one year from the re-allocation date.

(7) A reclassification may result if the job, responsibilities, duties, requirements, skills change to a degree that the position needs to be placed in a new classification. If the reclassification impacts only the incumbent employee and the employee is qualified for the position, they will be placed in the position. If more than one employee is impacted and each is qualified, an internal review of the employees will be completed to select the best qualified person for the position. A reclassification will result in the elimination of the old position if it is a single person position and be replaced by the new position, as by the very process the position has fundamentally changed. A reclassification is not a promotion and does not carry with it an automatic pay increase. If the employee's salary is currently below the minimum of the new range, the employee's salary will be increased to meet the minimum of the new range. A reclassification will not change the employee's annual evaluation date. The employee will be able to move through the new pay range based on the normal evaluation and merit process.

G.F. Lateral Hire Incentive

As a recruitment incentive for the lateral hire of a Police Officer, the City may, at its discretion, offer a salary step placement at a competitive rate based on experience as a Police Officer or Deputy Sheriff.

ARTICLE 10 – HEALTH AND WELFARE

A. Insurance Benefits:

During the term of this agreement the City will make available medical, dental, and vision

insurance benefits to the employee and their dependents.

(1) For the term of this agreement the City will pay a monthly set rate for health insurance (Medical, Vision, and Dental) based on the employee's medical coverage selection as follows:

- (a) For employee only - \$814.00 (eight hundred fourteen dollars);
- (b) For employee plus 1 dependent - \$1,622.00 (one thousand six hundred twenty two dollars);
- (c) For employee plus 2 or more dependents - \$2,130.00 (two thousand one hundred thirty dollars).

Effective January 1, 2027

- (a) For employee only - \$1,214.00 (one thousand two hundred fourteen dollars);
- (b) For employee plus 1 dependent - \$2,022.00 (two thousand twenty two dollars);
- (c) For employee plus 2 or more dependents - \$2,530.00 (two thousand five hundred thirty dollars).

(2) Employees electing to waive medical insurance coverage will receive a payment of three hundred five dollars (\$305) per month (a rebate) if evidence of similar or better coverage from another source is provided ~~(effective May 1, 2012)~~. Employee may use this rebate to pay for elected dental and/or vision coverage.

~~(2)~~(3) Effective January 1, 2027, employee electing to waive medical insurance coverage will receive a payment of six hundred five dollars (\$605) per month (a rebate) if evidence of similar or better coverage from another source is provided. Employee may use this rebate to pay for elected dental and/or vision coverage.

~~(3)~~(4) The City shall supply and administer group health and welfare benefits on behalf of each eligible unit member. Said benefits shall include, but not be limited to health, dental, vision, and life.

~~(4)~~(5) The City shall provide term life insurance coverage in the amount of fifty thousand dollars (\$50,000) for each employee, five thousand dollars (\$5,000) for the employee's spouse, and one thousand five hundred dollars (\$1,500) for other eligible dependents without cost to the employee.

~~(5)~~(6) All benefits shall be subject to the standard provisions set forth in the policy or policies, or CalPERS regulations.

~~(6)~~(7) Disputes concerning the hospital/medical, dental, vision and life insurance as provided, including but not limited to questions as to the scope of benefits or disability coverage, eligibility, and premium rate shall not be subject to the Grievance Procedure.

B. Gym Membership

Gym membership will be provided to Police Officers and Police Sergeants at no cost. Members

are required to meet physical standards as a condition of employment.

C. Short Term Disability Insurance

SDI is now in force for bargaining unit employees. The employee is entitled to supplement weekly SDI benefits with accumulated leave time up to the amount of his/her regular monthly salary.

ARTICLE 11 - SCHEDULING OF SHIFTS

The Police Chief or his/her designated subordinate representative or under the direction of the City Council may change or alter the shifts so that the highest level of protection to life and property may be maintained. To the extent possible employees will be provided a two week notice of changes to their daily shift hours.

The Police Chief or his/her designated subordinate representative or under the direction of the City Council may assign one hundred percent (100%) of the total number of employees of the Police Department to work overlapping shifts in cases of criminal investigations, riots, civil disturbances, strikes or emergencies.

The decision of the Police Chief or his/her designated subordinate representative or under the direction of the City Council shall be final and not subject to the grievance procedure. All shifts shall be scheduled at least forty-five (45) days in advance.

ARTICLE 12 – UNIFORMS

(1) Employees shall receive a uniform reimbursement not to exceed eight hundred seventy five dollars (\$875) per fiscal year.

Employees designated as Detectives and Motor Officers will receive an additional uniform reimbursement of five hundred dollars (\$500) per fiscal year.

(2) Employees may have one (1) uniform per week professionally cleaned at an established vendor. Detectives may substitute a professional cleaning of slacks/shirt/jacket once per week in lieu of a uniform cleaning.

(3) Annual reimbursement totals for uniforms paid by the City will not accrue beyond the fiscal year. Any charges above the allotted totals will be paid by the employee.

(4) Employees hired as Police Officer Trainees attending the academy at the City's expense will be provided the required uniforms for the academy. Police Officer Trainees are not eligible for uniform reimbursement until graduation from the academy and placement into active service as a Police Officer with the City of Grass Valley.

(5) To comply with the special compensation requirements of CalPERS, the City shall report to CalPERS periodically as earned the value of the uniform allowance above for classic members (as defined by CalPERS). – ~~The~~ the total value to be reported to CalPERS is: _____

thirty-three dollars and sixty-five cents (\$33.65) per pay period for standard eligible employees, and fifty-two dollars and eighty-eight cents (\$52.88) per pay period for employees designated as Detectives and Motor Officers~~the uniforms~~. For classic members, the City and employees will be required to make required employer and employee contributions based on this special compensation in the applicable employer/employee contribution amounts. For example, classic members will be required to make the required employee contribution on this amount. Pursuant to CalPERS regulations, the value of uniforms and uniform cleaning for new members (as defined by CalPERS) does not count as special compensation.

ARTICLE 13 – RESIDENTIAL MILEAGE RESTRICTION

Employees shall live no further than thirty (30) air miles from the City limits. The Police Chief shall have the discretion to permit sworn employees to live further than thirty (30) air miles from the City limits when, in the Police Chief's opinion, the officer will be capable of responding in an emergency in a reasonable period of time.

ARTICLE 14 – VEHICLE USE, PARKING

A. Detective Officer/Sergeant Vehicle

Employees may be assigned a take home vehicle. The assignment of the vehicle is to reduce response times, to allow for direct response to crime scenes, and to respond as may be necessary for call back or if placed on stand-by. The vehicle is the property of the City, and it needs to be treated and used accordingly. The vehicle may be redirected to other needs of the department at the direction of the Police Chief. If the employee is not available for a period of time, the vehicle will be left at the Police Department for other uses (i.e. on vacation, extended leave, sick leave).

ARTICLE 15 - REDUCTION IN FORCE AND RE-EMPLOYMENT

A. Layoff/Furlough Provisions:

(1) In lieu of layoff, the City may pursue a furlough or reduction of hours on a department basis as follows:

- (a) City Council makes a finding that for reason lack of work, lack of funds, or for reorganization that a reduction in services is needed.
- (b) City identifies the need for a reduction by part or whole position equivalency within a department.
- (c) Department Head consults with employees to explore alternatives.
 - (i) Voluntary furloughs/hours reduction sought first
 - (ii) Involuntary furloughs or reductions in hours may be imposed on a uniform basis by class within department, not to exceed 80 hours per year. Should the City desire to utilize more than eighty (80) hours involuntary furlough days in a year, the Grass Valley police employees will be consulted and shall have the option of agreeing to permit the City to utilize up to an additional forty (40) hours of involuntary leave for a total of one hundred twenty (120) hours or refusing such request. If such request is refused, the

City shall have the option of reducing the force through layoffs.

- (iii) In lieu of taking actual furlough time employees may elect to pay a higher portion of city provided benefits (i.e. health insurance) in an amount equal to the total savings that that would have been realized by the furlough time. Equivalent paid time may be taken off. Savings must be achieved within the same time period (fiscal year) as the assignment of furloughs.
- (iv) Benefit accruals shall not be reduced for employees. Insurance shall still be paid by the extent agreed to by the City. Leave accruals will continue at the full time rates. Retirement contribution accounts and related benefits shall be maintained as if no reduction in force had occurred.

B. Treatment of the Employees Laid Off

(1) When the Police Chief is instructed by the City Council to reduce the number of employees in the classified service within his/her department, lay-off shall be made in accordance with the following rules:

- (a) Employees to be laid off shall be given a leave of absence for a period of twenty four (24) months without pay until the position is re-established whereupon such employee shall be given ten (10) days' notice to accept re-employment.
- (b) The names of each employee laid off shall be entered on the "re-employment list" established by the Personnel Commission and notification as provided in the Commission Rules shall be required. Within ten (10) days of reinstatement, a certificate by a qualified physician or surgeon selected by the Commission, may be required certifying as to his/her physical fitness to perform the service involved.
- (c) Vacation and sick leave accrual rates for reinstated employees will incorporate service time prior to layoff.

(2) The first person laid off from a department within a class, shall be the one with the least length of service within the class and grade since original permanent employment. The person so laid off shall thereupon be restored to a position in a class in the same department in which he/she formerly held a regular position in which:

- (a) The employee displaced shall be considered laid off for the same reason as the person who displaces him/her and shall likewise be restored as provided herein, in a class in which an unfilled position exists, or,
- (b) There is then employed a person with less total length of service since original appointment. The person with the least length of service shall be displaced by the employee laid off from the higher class.

(3) Should an employee have rights for displacement in more than one (1) previous classification, he/she shall displace first in the highest classification to which he/she is eligible.

(4) In accordance with Article 9, Section 8 of the City Charter, whenever a position in any class is to be filled, unless filled by a reduction of rank as provided above, it shall be filled in the following order:

- (a) From the re-employment list for that class;
- (b) From the promotional register of eligible candidates for that class;
- (c) From the appropriate competitive register of eligible.

(5) When employment is from the re-employment list, one name shall be certified for each vacancy to be filled and in the order of greatest length of service in that and higher classes since regular appointment.

C. Seniority

(1) Seniority ratings in any department shall be based on the time of service in the City of Grass Valley Civil Service, including periods of authorized leave of absence or period of illness.

(2) Credit allowable by the Personnel Commission for length of service shall be calculated on the basis of the year of continuous employment including leaves of absence and dating from the first day of such continuous employment in any department or departments of the City of Grass Valley.

(3) Credits allowable by the Personnel Commission for examination based on the length of service shall be deemed to include periods of time granted under authorized leaves of absence.

ARTICLE 16 - DISCIPLINARY ACTION (See Civil Service Rules)

The City shall administer employee discipline in accordance with the Public Safety Officers Procedural Bill of Rights Act (California Government Code sections 3300 et seq.), and as related to employees who are employed as peace officers within the meaning of Government Code section 3301. The disciplinary procedures set forth herein shall only apply to employees who have completed probation. (Government Code section 3304(b).)

Definitions

A. “Discipline/Punitive Action.” Any action that may lead to dismissal, demotion, suspension, reduction in salary, written reprimand or transfer for purposes of punishment within the meaning of Government Code section 3304.

B. “Minor Discipline.” Minor discipline is considered punitive action that does not involve termination or suspension without pay for more than five (5) days. Examples include, but are not limited to, written reprimands, suspensions without pay of five (5) days or less, and disciplinary transfers.

C. “Major Discipline.” Major discipline is considered punitive action that involves termination, disciplinary demotions, and suspensions without pay of more than five (5) days.

Disciplinary Actions and Procedures

A. Procedure for Minor Discipline

- (1) Notice of Discipline. Minor discipline shall be implemented in the form of a Notice of Discipline, such as a written reprimand or notice of suspension, and shall set forth the acts or omissions that provide the basis for the discipline. It shall also specify the City/Department rules, regulations, policies, and procedures that the employee violated.
- (2) Written Response. An employee may prepare a written response to the Notice of Discipline, which will accompany the Notice of Discipline in the employee's personnel file. An employee shall have thirty (30) calendar days within which to submit the written response to the Office of the Police Chief.
- (3) Informal Administrative Appeal. In addition to the right to submit a written response to a Notice of Discipline, an employee is entitled to an informal administrative appeal.
- (4) Minor Discipline Appeal Procedures. An employee who receives a Notice of Discipline under this section may appeal to the Police Chief. In the event the Police Chief prepared the Notice of Discipline, the employee may appeal to the City Manager. Any such request to appeal must be in writing and received in the Office of the Police Chief within ten (10) calendar days from the date the Notice of Discipline is served on the employee. Thereafter, an informal hearing shall be scheduled before the Police Chief or City Manager. In the informal hearing, the Police Chief or City Manager shall regulate the course of the proceeding and shall permit the parties and may permit others to offer written or oral comments on the issues. The Police Chief or City Manager may limit the formality of the proceeding or formal use of witnesses, testimony, and evidence.
- (5) The decision of the Police Chief or City Manager shall be in writing and shall be final.

B. Procedure for Major Discipline

- (1) Notice of Intent to Discipline. Major discipline shall be initiated in the form of a Notice of Intent to Discipline (such as a Notice of Intent to Terminate). The Notice of Intent to Discipline shall include the following:
 - (a) The proposed disciplinary action to be taken.
 - (b) The proposed effective date of such action.
 - (c) A statement of charges against the employee, which sets forth the acts or omissions that provide the basis for the intended discipline. It shall also specify the City/Department rules, regulations, policies, and procedures that the employee is alleged to have violated.
 - (d) The materials upon which the intended action is based in accordance with the requirements set forth in *Skelly v. State Personnel Board*.
 - (e) Notice that he or she has the right to respond to the proposed action in writing or verbally at a specified place and time in an informal meeting (i.e., a "Skelly" meeting), which shall be within ten (10) calendar days of the date that the Notice of Intent to Discipline is served on the employee.
- (2) Right to Respond. Upon receipt of a Notice of Intent to Discipline, the employee shall

have the right to respond to the Police Chief or designee in writing or verbally in an informal meeting (i.e., a “Skelly” meeting) prior to the imposition of discipline.

(3) Notice of Disciplinary Action. After the receipt of an employee’s written or verbal response to the Notice of Intent to Discipline, or after the time to respond has passed, the Police Chief or designee shall notify the employee in writing of the final decision regarding the intended discipline. If the Police Chief or designee determines to proceed with a form of major discipline, a Notice of Disciplinary Action (such as a Notice of Termination) shall be provided to the employee as follows:

- (a) The Notice of Disciplinary Action shall be issued within thirty (30) days of the final decision.
- (b) The Notice of Disciplinary Action shall contain:
 - (i) The effective date of such action.
 - (ii) A statement of charges against the employee, which set forth the acts or omissions that provide the basis for the discipline. It shall also specify the City/Department rules, regulations, policies, and procedures that the employee violated.
 - (iii) The materials upon which the action is based.
 - (iv) Notice that he or she has the right to request an appeal by filing a notice with the Office of the Police Chief within ten (10) calendar days of the date that the Notice of Disciplinary Action is served on the employee.

(4) Major Discipline Appeal Procedures. The appeal of major discipline shall be before the City’s Personnel Commission (See Civil Service Rules), which shall render a final decision.

ARTICLE 17 - GRIEVANCE PROCEDURE

A. Definition

A grievance is any dispute concerning the interpretation or application of this MOU, or of rules or regulations governing personnel practices or working conditions, or of the practical consequences of a City rights' decision on wages, hours and other terms and conditions of employment.

B. Procedures

All grievances shall be processed only in accordance with the procedures and general conditions set forth below:

It is the intent of these procedures to encourage resolution of complaints and grievances informally, at the nearest practical organizational level from which it emanates, and as promptly and fairly as possible to all concerned.

Informal Grievance:

Within five (5) working days/shifts following an occurrence giving rise to a grievance, the

employee shall orally present the grievance situation to his/her immediate supervisor. (Exception: where the grievance directly involves the working relationship with the supervisor, the grievance shall be presented to the next higher level of supervision). The employee and supervisor have a mutual responsibility to have the grievance resolved at their level whenever possible.

Presentation of an informal grievance shall be necessary prior to processing it further as a formal grievance.

Formal Grievance:

A formal grievance shall only be initiated in writing to each appropriate step of the grievance procedure with a copy to the Human Resources Office.

Step 1:

If a mutually satisfactory solution of the grievance was not resolved informally, the employee may file a written grievance with his/her department head (or designated representative) within five (5) working days/shifts after the last meeting between the employee and supervisor. Within ten (10) working days/shifts after the formal grievance is received, the Department Head shall investigate the facts and issues at the earliest date consistent with the nature of the grievance and the normal conduct of the department's business. Within five (5) working days/shifts after concluding the investigation, the Department Head shall render a decision in writing to the employee and Human Resources Office.

Unless a decision of the Department Head is appealed by the employee to Step 2 in the time limits provided, the grievance shall be deemed resolved, final and binding.

Step 2:

If the employee finds that the grievance has not been resolved in Step 1, he/she may, within five (5) working days/shifts after the Department Head's decision is rendered, request in writing that the City Manager consider the grievance and decision as rendered by the Department Head. Within ten (10) working days/shifts after the grievance is received, the City Manager (or designated representative) shall review the facts, issues and make such further investigation as is necessary at the earliest date consistent with the nature of the grievance and normal conduct of City business. Within five (5) working days/shifts after concluding the review, the City Manager shall render a decision in writing to the employee, Department Head, and Human Resources Office.

Unless the decision of the City Manager is appealed by the employee to Step 3 in the time provided, the grievance shall be deemed resolved, final and binding.

Step 3:

If the employee finds that the grievance has not been resolved in Step 2, he/she may, within five (5) working days/shifts after the City Manager's decision is rendered, request in writing to the

Personnel Commission that they consider the grievance and decision rendered by the City Manager. Within fifteen (15) working days/shifts after the grievance is received, the Personnel Commission shall commence conducting the review. The Personnel Commission shall determine the best means to conduct the review of the facts, issues and such further investigation as is necessary at the earliest date consistent with the nature of the grievance and normal conduct of City business. Within five (5) working days/shifts after concluding the review, the Personnel Commission shall render a decision in writing to the employee, City Manager, Department Head and Human Resources Office.

Step 4:

If the employee finds that the grievance has not been resolved in Step 3, he/she may, within five (5) working days/shifts after the Personnel Commission decision is rendered, submit a request in writing to the City Council. Within fifteen (15) working days/shifts after the grievance is received, the City Council (or their designated representative(s)) shall commence conducting the review. The City Council shall determine the best means to conduct the review of the facts, issues and such further investigation as is necessary at the earliest date consistent with the nature of the grievance and normal conduct of City business. Within five (5) working days/shifts after concluding the review, the City Council shall render a decision in writing to the employee, City Manager, Personnel Commission, Department Head and Human Resources Office.

The decision rendered by the City Council shall be final and binding on all parties.

C. General Conditions

Review and determination of a grievance is applicable to certain interpretations and applications as set forth under Definitions and, as such, cannot change any City adopted salary schedules/ranges or such other benefits subject to the meet and confer process.

Performance Appraisals and merit step determinations are not grievable matters, except as provided herein. Performance appraisals and merit increase concerns should be brought forward to the Human Resources Office, with a final determination to be made by the City Manager. If an employee does not receive a due evaluation within a month after the due date, the employee may file a grievance.

An employee may choose to represent himself/herself or select a representative of his/her choice. The employee shall be personally present at any meeting which may be held, unless he/she specifically waives that right in writing.

In the event that more than one (1) employee is directly involved in a grievance, they shall select one (1) person from among them to carry the grievance forward on their behalf. This person may also select a representative of his/her choice. The employee shall be present at any meetings which may be held, unless he/she specifically waives that right in writing.

Any time limit of these procedures may be extended by mutual consent of the parties in writing or by action of the Mayor in writing to all parties.

During the grievance process, there shall be no interruption of scheduled work of a department or the City.

ARTICLE 18 – SAFETY

A. Safety Equipment

The City may make such protective clothing or other protective devices available to employees as the Police Chief deems appropriate under the circumstances. Any employee issued such protective clothing, or other protective device is responsible for the proper care of these items.

B. Employee Alertness

(1) The most effective safety equipment an employee possesses is an alert mind. Conversely, an employee whose judgment, reactions and analytical processes are impaired or influenced by alcohol or drugs poses a risk to himself/herself, his/her fellow officers and employees, and to the public. The City, therefore, expressly retains the right as explained in this Article to verify that employees covered by this MOU are alert and are not under the influence of alcohol, controlled substances, drugs, or other conditions which would tend to affect or impair judgment, reactions or thought processes.

(2) The parties recognize the problems associated with alcohol and drug abuse in the workplace and recognize the safety hazard which would be presented if an employee worked while under the influence of alcohol, intoxicating drugs or controlled substances. The parties further agree that a testing procedure with both privacy and accuracy safeguards is one appropriate means to protect the safety of employees.

C. Drug, Alcohol and Substance Abuse Policy

(1) The City reserves the right, for reasonable suspicion, to require an employee to submit to drug, alcohol or substance abuse testing.

(2) "Reasonable suspicion" for purposes of this Article includes, but is not limited to the following:

- (a) A critical incident has occurred while on duty for the City or at the employee's work location.
 - (i) An accident involving a City vehicle or equipment causing damage to property or persons, in combination with any factors in (b) below.
 - (ii) Employee manifests mental or physical impairment sufficient to raise doubt that normal tasks can be safely or effectively performed.
 - (iii) Employee is observed with illegal drug or drug paraphernalia in possession for possible sale or use; employee is observed with open container of alcohol in work area or vehicle.
- (b) Documented objected facts and a reasonable inference drawn from those facts that an employee is under the influence of drugs, alcohol or substance. Such objective

facts may include characteristics of the employee's appearance, behavior, mannerisms, and speech or body odors. Components of such documentation should include:

- (i) equilibrium,
- (ii) manner of speech,
- (iii) mental reactions,
- (iv) odor of intoxicants on breath or clothing,
- (v) eyes,
- (vi) general appearance,
- (vii) physical actions, and
- (viii) work behaviors.

D. Employee Assistance Program

The City shall maintain an Employee Assistance Program (EAP) for employees and family members. Such program shall endeavor to provide counseling services for personal and family member problems related to marital/family, relationship problems, alcohol or drug abuse, stress related problems, depression, and other types of psychological problems, for employees in need of such referral and intervention.

E. Coverage

The City recognizes the hazards associated with the police profession and will provide adequate staffing to protect the public and attempt to make certain that employees covered by this MOU are not exposed to undue or unnecessary hazards. The Police Chief shall determine the appropriate staffing using these basic principles. Additional staffing over and above authorized current staff levels is subject to City Council approval.

ARTICLE 19 - NO STRIKE / NO LOCKOUT

It is agreed by the Association and the City that there shall be no strikes and no lockouts during the term of this MOU.

ARTICLE 20 - DISTRIBUTION

Upon request, the City shall provide copies of this MOU for distribution to the Association. Additionally, the MOU shall be available on the City's website.

ARTICLE 21 - EFFECT OF THIS MOU

It is understood and agreed that the specific and express provisions contained in this MOU shall prevail over employer practice and procedures and over all applicable laws to the extent permitted by law.

This written MOU sets forth the full and complete agreement between the parties concerning the subject matter hereof and supersedes all prior informal or formal agreements thereon. There is no valid or binding representation, inducements, promises, or agreements, oral or otherwise,

between the parties that are not embodied herein.

A. Completion of Negotiations

The Unit and the City, for the life of this MOU, voluntarily and unqualifiedly waive and relinquish the right to meet and confer, except for express, conditional re-openers. Neither party shall be obligated to meet and confer with respect to any subject or matter not specifically referenced in this MOU, even though such subjects may not have been within the knowledge or contemplation of either or both parties at the time they signed this MOU, unless required by state or federal law. Nothing herein shall preclude the parties from meeting and conferring by mutual consent.

ARTICLE 22 – NOTICE

Whenever provision is made in this MOU for the giving, service, or delivery of any notice, statement, or other instrument, the same shall have been deemed as delivered, duly served or given upon personal delivery or upon mailing the same by United States registered or certified mail, proof of service, to the party entitled thereto at the address set forth below:

Employer

City of Grass Valley, Human Resources
125 E. Main Street
Grass Valley, CA 95945

Association

Union No. 6 Representation
129 S. Auburn Street
Grass Valley, CA 95945
Labor Representation
Mastagni, Holstedt, A.P.C.
1912 I Street
Sacramento, CA 95811

ARTICLE 23 – SEVERABILITY SAVINGS CLAUSE

If, during the life of this MOU, any law or any order issued by a court or other tribunal of competent jurisdiction shall render invalid or restrain compliance with or enforcement of any provision of this MOU, such provision shall be inoperative so long as such law or order shall remain in effect, but all other provisions of this MOU shall not be affected thereby and shall continue in full force and effect.

In the event of suspension or invalidation of any Article or Section of this MOU, the parties mutually agree to meet and negotiate within ninety (90) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE 24 – MAINTENANCE OF NEGOTIABLE BENEFITS

It is understood and agreed by the parties that there exist within the City certain negotiable past practices, policies, or procedures which pertain to wages, hours, and conditions of employment. Such matters shall not be modified or rescinded during the term of this Memorandum of Understanding except by the giving of notice to the Association and providing the opportunity to meet and confer on the matter.

ARTICLE 25 – TERM OF MOU

Upon the approval of the City Council and ratification of the Association the terms of this MOU shall be effective July 1, 202~~6~~⁴, and shall continue in full force and effect through June 30, 202~~8~~⁶.

This MOU may be extended, modified, or amended by mutual agreement in writing by both parties and City Council approves the extension, modification or amendment. It is understood and agreed between the parties that all prior MOU's, Agreements, and/or Resolutions between them are hereby terminated and canceled, and that this MOU supersedes and replaces all such prior MOU's, Agreements or Resolutions. Negotiations for successor MOU shall commence no later than April 1st of the last year of the agreement.

RECOMMENDATION OF REPRESENTATIVES

The City and representatives of the Association held meetings and discussed the above, and representatives of the Association have caused this MOU to be signed, and the representative of the City has caused this MOU to be signed to signify their mutual agreement.

CITY OF GRASS VALLEY

**GRASS VALLEY POLICE
OFFICERS ASSOCIATION**

~~TIM KISER~~ ALEX GAMMELGARD, INTERIM CITY MANAGER
~~HERRERA~~ SARA PERRY, POA PRESIDENT

~~JOHN~~

BRIAN COVELLA, TREASURER

APPROVAL OF AGREEMENT

Approval and adoption of this Memorandum of Understanding is made this ~~thirteenth~~ twenty-second day of ~~September~~ August 202~~6~~4, effective July 1, 202~~6~~4 - June 30, 202~~8~~6, by the Grass Valley City Council.

~~JAN ARBUCKLE~~ HILARY HODGE, MAYOR

ATTEST:

TAYLOR WHITTINGSLOW, DEPUTY CITY MANAGER

APPROVED AS TO FORM:

~~MICHAEL G. COLANTUONO~~ DAVID RUDERMAN, CITY ATTORNEY

APPENDIX A – SALARY SCHEDULE



City of Grass Valley City Council Agenda Action Sheet

Title: Resolution of Support for Nevada Irrigation District's Proposition 4 Grant Application

CEQA: Not a project

Recommendation: Adopt the attached Resolution

Prepared by: Alex Gammelgard, Interim City Manager

Council Meeting Date: September 22, 2026 **Date Prepared:** September 16, 2026

Agenda: Administrative

Background: The Nevada Irrigation District (NID), serving over 28,000 customers across Nevada, Placer, and Yuba Counties, operates the Scotts Flat Reservoir—a critical water storage facility. The reservoir is classified as High Hazard due to its importance and potential downstream risk to public health and safety.

The existing spillway, constructed in the 1940s, has suffered recurring damage and has been deemed in need of replacement by state and federal regulators. NID has invested over \$2.8 million in preparatory work, with full construction estimated at \$55 million and scheduled to begin in 2027.

To mitigate the financial impact on its relatively small ratepayer base, NID is seeking grant funding through the California Department of Water Resources' (DWR) Proposition 4 "Dam Safety & Climate Resilience Local Assistance" (DSCR) program. The attached resolution seeks formal support from the City of Grass Valley Council for NID's application to DWR's DSCR grant solicitation this fall. Application to this grant source aligns with NID's Board directives to pursue external funding sources and help offset future water rate increases for both treated and agricultural customers throughout the District's service territory, including in Grass Valley, Nevada City, and western Nevada County.

Staff's recommendation is therefore to adopt the attached Resolution of Support for Nevada Irrigation District's Proposition 4 Funding: 2026 Dam Safety & Climate Resilience Local Assistance Solicitation.

Council Goals/Objectives: Water & Wastewater Systems & Underground Infrastructure

Fiscal Impact: N/A

Funds Available: N/A

Account #: N/A

Reviewed by: Interim City Manager

Attachments: Resolution 2026-52

CITY COUNCIL OF THE CITY OF GRASS VALLEY

RESOLUTION NO. 26-52

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY
SUPPORTING NEVADA IRRIGATION DISTRICT'S PROPOSITION 4 FUNDING:
2026 DAM SAFETY & CLIMATE RESILIENCE LOCAL ASSISTANCE
SOLICITATION

WHEREAS, The Nevada Irrigation District, formed in 1921, is a California independent special district and is governed by a five-member board of directors elected from five regions within the District's 287,000 acre service area; and

WHEREAS, The Nevada Irrigation District (NID) is a diversified water resource agency that supplies both treated drinking water and raw water to more than 28,000 homes, farms and businesses in Nevada, Placer and Yuba Counties; and

WHEREAS, NID operates a diverse and interconnected multi-watershed system of 29 reservoirs, with a total storage capacity of 280,000 acre-feet, and a distribution system of more than 500 miles of canal and over 400 miles of treated water pipe; and

WHEREAS, NID conveys both treated and raw water to serve customers within western Nevada County, inclusive of the City of Grass Valley; and

WHEREAS, The Scotts Flat Reservoir, with a capacity of 48,500 acre-foot, is a critical mid-elevation reservoir to the regional convenience of the Nevada Irrigation District's water infrastructure system; and

WHEREAS, the District's Nevada County customers, including those within the community and surrounding vicinity of Grass Valley, rely on the safe operation of Scotts Flat Reservoir for regional water storage & conveyance; and

WHEREAS, the Scotts Flat Dam and Spillway are part of NID's FERC-licensed Project No. 5930 and is classified as High Hazard due to the potential for loss of life in the event of failure; and

WHEREAS, the Scotts Flat Spillway is a crucial safety feature; it protects the earthen rock-fill infrastructure from serious erosion during spill events; and

WHEREAS, the Reservoir's circa 1940 slab concrete spillway has experienced recurring spall damage over time and after the flood flows of 2017, regulatory agencies have assessed spillway infrastructure throughout the state, including at Scotts Flat; and

WHEREAS, the California Division of Safety of Dams (DSOD) and the Federal Energy Regulatory Commission (FERC) have determined that the Scotts Flat Spillway must be replaced; and

WHEREAS, between 2018-2025, in consultation with regulatory agencies DSOD and FERC, the Nevada Irrigation District awarded more than \$2.8 million in preparation work for the Spillway's eventual replacement, including site exploration, conceptual design studies, hydraulic modeling and final design; and

WHEREAS, the estimated construction is set to begin in 2027 with estimated costs as high as \$55 million over a three-year construction window; and

WHEREAS, the District's small number of water rate payers throughout its service territory are disproportionately obliged to bear the cost of the total project; and

WHEREAS, the District seeks to apply to DWR's Proposition 4 Solicitation "Dam Safety & Climate Resilience Local Assistance" grant program to help offset the project cost to its rate payers, including treated and agricultural customers within western Nevada County including the City of Grass Valley; and

WHEREAS, On May 27, 2026, the NID Board of Directors conducted a public hearing to adopt Proposition 218-compliant water rates for 2027 through 2031 and in the adopting Resolution No. 2026-26, the Board of Directors included guidelines that would be considered each year before approval of the water rates implemented annually; and

WHEREAS, The Resolution No. 2026-26 guidelines direct NID staff to "...aggressively look for external sources of revenue...including private/public partnerships, government grants..."; and

WHEREAS, A successful award to NID of DWR's Proposition 4 Solicitation "Dam Safety & Climate Resilience Local Assistance" grant may help offset future water rate increases for the District's treated and agricultural raw water customers throughout its service territory, including those customers within western Nevada County including the City of Grass Valley.

NOW, THEREFORE, BE IT RESOLVED, THAT THE CITY COUNCIL OF THE CITY OF GRASS VALLEY DOES RESOLVE AS FOLLOWS:

1. The City Council hereby approves Resolution 2026-52
2. The City Council supports NID's application for DWR's Proposition 4 Solicitation "Dam Safety & Climate Resilience Local Assistance" grant funding to assist in offsetting costs related to the Scotts Flat Spillway Replacement Project.

I HEREBY CERTIFY that the foregoing resolution was adopted at a regular meeting of the Grass Valley City Council on the 10th day of March, 2026, by the following vote, to wit:

AYES: Councilmembers
 NOES: Councilmembers
 ABSTAIN: Councilmembers
 ABSENT: Councilmembers

 Mayor of the City of Grass Valley

Attest:

Approved as to form:

 City Clerk of the City of Grass Valley

 City Attorney for the City of Grass Valley



Scotts Flat Spillway Improvement Project



**Educational Workshop &
Request for Letters of Support**
September 22, 2026

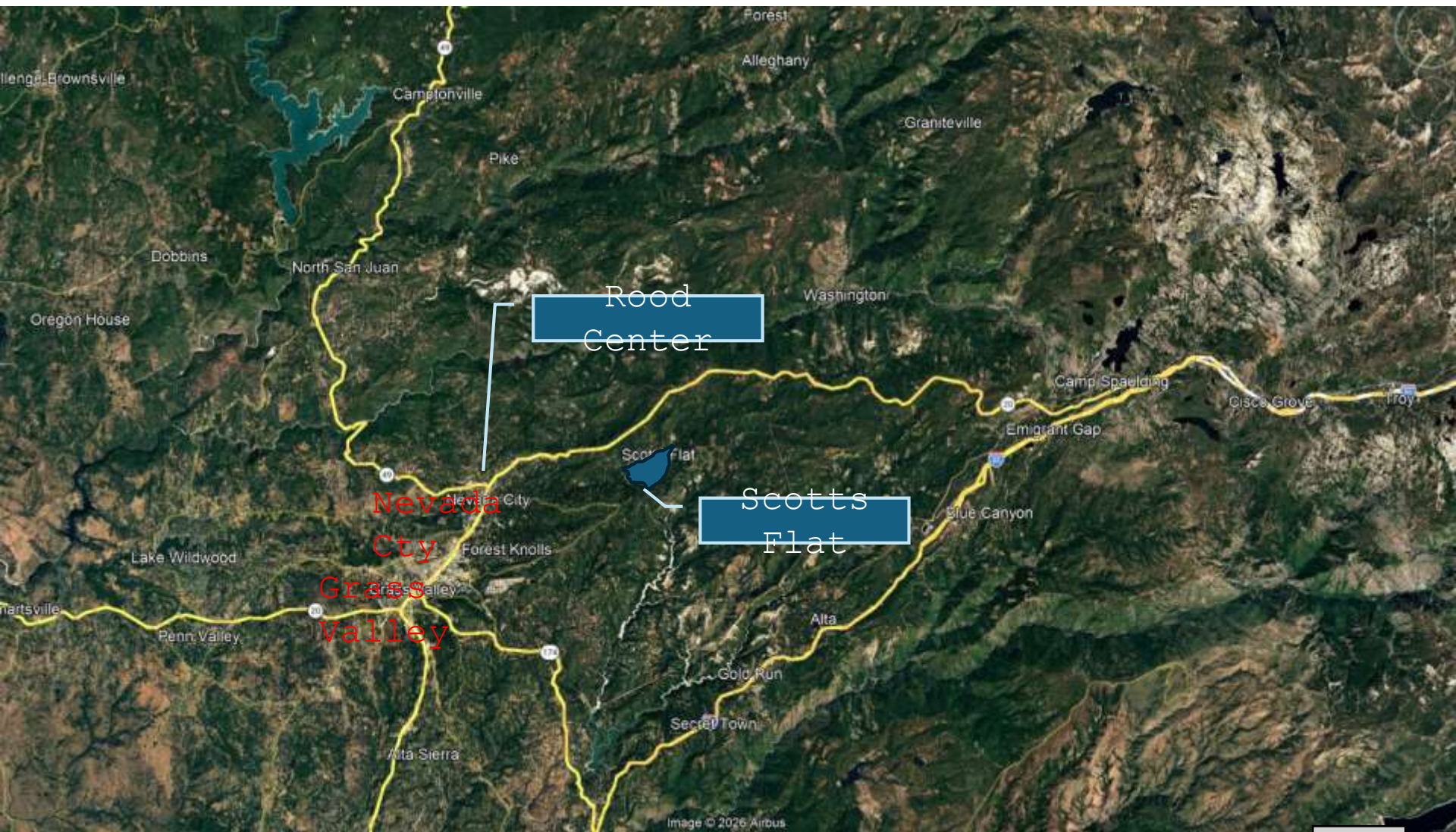
Scotts Flat Reservoir Spillway Improvement Project

Purpose: Community Outreach, Education
& Support

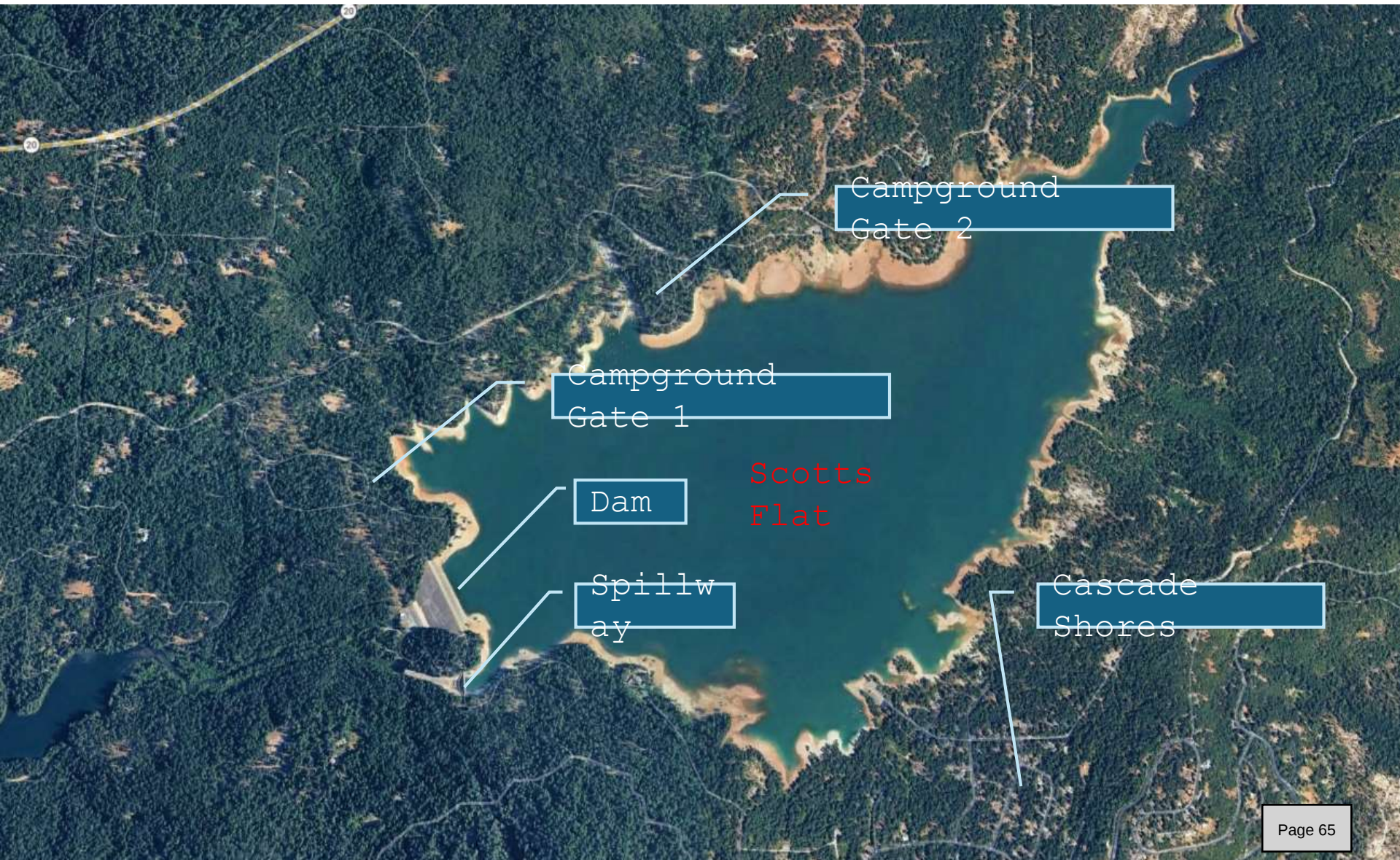
Presentation Outline

- Scotts Flat Reservoir and Spillway
- Project:
 - Regulators
 - Drivers
 - Components
 - Impacts
 - Schedule
 - Cost
 - Funds

Where is Scotts Flat Reservoir?



Scotts Flat Reservoir



Scotts Flat Reservoir Spillway



Scotts Flat Reservoir Spillway



Scotts Flat Reservoir Spillway



Scotts Flat Reservoir Spillway



Scotts Flat Reservoir Spillway



Scotts Flat Reservoir Spillway



Scotts Flat Reservoir Spillway



Scotts Flat Reservoir Spillway Improvement Project

Project Regulators

- Federal Energy Regulatory Commission (FERC)
- Division of Safety of Dams (DSOD)

Project Drivers

- Safety
 - Age (1940s)
 - Condition
 - Underdrains
 - Capacity

Scotts Flat Reservoir Spillway Improvement Project

Project components

- Access Improvements
- Upper Plunge Pool Anchors
- Chute Replacement
- Lower Plunge Pool Replacement

Scotts Flat Reservoir Spillway Improvement Project

Project impacts

- Close Campground Gate 1
 - Close Pedestrian Access
 - Construction Traffic
 - Noise
-
- Emergency Access Maintained

Scotts Flat Reservoir Spillway Improvement Project

Project Schedule

	2027				2028				2029			
Bid Project												
Access												
Mobilization												
Construction												
Winter Break												
Construction												
Completion												

*

Scotts Flat Reservoir Spillway Improvement Project

Project Cost

- \$55 million

Project Funds

- NID Rate Payers
- Potential Department of Energy Grant
- Potential Dam Safety & Climate Resilience Grant

Scotts Flat Reservoir Spillway Improvement Project

Project Support

- Resolutions of Support from public agencies
- Letters of Support from the community

Purpose of Outreach

- Public education
- Aid in securing grants

Scotts Flat Reservoir Spillway Improvement Project

Questions?



City of Grass Valley City Council Agenda Action Sheet

Title: Appointment of New City Manager and Approval of City Manager's Employment Agreement

CEQA: Not a project

Recommendation: That Council appoint Alex Gammelgard to the position of City Manager for the City of Grass Valley and approve the City Manager's Employment Agreement.

Prepared by: David J. Ruderman, City Attorney

Council Meeting Date: September 22, 2026

Date Prepared: September 18, 2026

Agenda: Administration

Background Information: The City Manager of the City of Grass Valley is appointed by the City Council. The terms and conditions of the Employment Agreement are subject to the City Council's approval.

The City Council met over a series of meetings in 2026 to set a recruitment, discuss and revise the recruitment process and brochure, conduct interviews of potential candidates, and finally to negotiate a draft contract with the selected candidate, Alexander Gammelgard.

Mr. Gammelgard, a tenured employee of the City, was identified by the City Council as the top candidate in the recruitment that included candidates from across the country. Following a review of applications, phone screenings, reference checks, consultation with City department heads and person interviews by the City Council and community members, the City Council selected Mr. Gammelgard based on his extensive experience and qualifications.

Mr. Gammelgard, a long-time Nevada County resident. He attended local schools from kindergarten through high school before attending Gonzaga University where he earned his bachelor's in business administration degree with concentrations in finance and law and public policy. Additionally, he earned a minor in criminal justice. While attending Gonzaga he served a reserve police officer for the Spokane Police Department and a campus police officer for the Eastern Washington University Police Department. Finding a passion for policing during his college years, he returned to his hometown to pursue a career in policing, ultimately becoming the City of Grass Valley's sixth police chief since the Department's inception in 1938. He has served as the City's police chief for over 10 years, gaining tremendous knowledge of not only the police department, but Citywide operations and budget management. His love for the community and the City, in addition

to his over 25 years of public and private sector experience, were driving factors in his selection for the City Manager role.

The principal terms and conditions of the proposed Employment Agreement with Mr. Gammelgard are summarized below:

- Effective date and work start date of September 22, 2026.
- Six-year agreement term serving at the pleasure of the City Council pursuant to the Grass Valley Charter and the Agreement.
- Annual base salary of \$279,500 per year.
- Enrollment in the 2.5% at 55 Cal-PERS "Classic" formula.
- Deferred compensation plan (457(b)) contributions equal to the IRC 402(g) limit.
- Supplemental deferred compensation plan (401(a)) contributions of 8% of base salary.
- Receive fully covered family health care benefit (medical, dental, vision)
- Cell phone plan allowance of \$60 per pay period and vehicle allowance of \$440 per pay period in recognition that City Manager duties require frequent cell phone plan use and automobile use in lieu of mileage reimbursement
- Leaves include: Combined leave accrual consistent with other City management employees of similar tenure at an accrual of 12.62 hours per pay period, of which 160 hours may be cashed out if not used and subject to IRS constructive receipt regulations
- Be subject to other certain terms and conditions necessary and proper when employed as City Manager for City of Grass Valley

The City Council is required to approve the Employment Agreement at a regular Council meeting as a non-consent discussion item. The terms and conditions of the Employment Agreement, attached, are subject to the City Council's approval.

With the approval of the recommended motion appointing Mr. Gammelgard to the permanent City Manager position, his appointment as Interim City Manager pursuant to Resolution No. 26-05, effective March 20, 2026, will expire automatically according to its terms.

Council Goals/Objectives: High Performance Government & Quality Service

Fiscal Impact: The appointment of the City Manager may have a minimal fiscal impact to the General Fund. Any additional funding that may be required will be addressed through the mid-year budget process. Regardless of whether additional funding is ultimately required, a mid-year budget adjustment will be necessary to reallocate existing General Fund appropriations between departments to align the budget with the organizational changes resulting from the appointment.

Funds Available: Yes

Account #: Funds 100 / 500 / 510

Reviewed by:

Attachments: Employment Agreement

EMPLOYMENT AGREEMENT BETWEEN THE CITY OF GRASS VALLEY AND ALEXANDER GAMMELGARD

THIS EMPLOYMENT AGREEMENT ("Agreement") is between the CITY OF GRASS VALLEY ("City") and ALEXANDER GAMMELGARD ("Employee") and is dated for convenience this 22nd day of September, 2026.

RECITALS

A. City desires to employ Alexander Gammelgard as City Manager of the City of Grass Valley. Alexander Gammelgard desires to serve as City Manager of the City of Grass Valley, beginning September 22, 2026.

B. Alexander Gammelgard represents that he is qualified to perform the duties and services of the position of City Manager and is agreeable to filling the position.

C. The City Council as appointing power, and Alexander Gammelgard, desire to agree in writing to the terms and conditions of Alexander Gammelgard's employment as City Manager.

AGREEMENT

1. Duties and Scope of Services

1.1 City agrees to employ Employee as City Manager of the City of Grass Valley to perform the functions and duties specified by State law, the Grass Valley City Charter, the Grass Valley Municipal Code, and by formal direction of the City Council. Under the terms and conditions of this Agreement, Employee shall personally provide all the services and duties ordinarily performed by the City Manager for the City under the direction and control of the City Council and as set forth in the Grass Valley City Charter and Municipal Code. Employee has the authority to interview, hire and fire employees, perform his duties and direct the workforce subject to the specific limitations set forth in the Grass Valley City Charter and Municipal Code, the City's personnel rules and regulations, Administrative Policies, and applicable laws.

1.2 Employee shall perform his duties to the best of his ability in accordance with the highest professional, competency, integrity, and ethical standards of the profession and shall comply with all general rules and regulations established by the City.

1.3 Employee shall not engage in any activity which is, or may become, a conflict of interest, prohibited contract, or which may create an incompatibility of office as defined under California law. Prior to performing any services under this Agreement and annually thereafter, the Employee must complete disclosure forms required by law. However,

Employee may engage in charitable endeavors not involving employment or activities related to the business of the City so long as such outside activities do not interfere with Employee's duties under this Agreement.

1.4 *Outside Engagements.*

1.4.1 Employee may engage in outside business ventures, passive and active investments, teaching, speaking, writing, and compensated or uncompensated service on corporate, advisory, charitable, or professional boards, provided that: (i) such activities do not materially interfere with the performance of Employee's duties; (ii) such activities do not create an actual conflict of interest under applicable law; and (iii) Employee provides reasonable advance written notice to the City Council of any compensated board service or outside employment.

1.4.2 City Council approval shall not be required for passive investments, personal investments not involving City counterparties, or uncompensated nonprofit/charitable activities. For any activity or other employment that may reasonably present a conflict or interfere with the performance of Employee's duties, Employee will seek discretionary written approval in advance from the City Council, which shall not be unreasonably withheld, conditioned, or delayed.

1.5 To ensure that Employee can effectively carry out his duties in a professional and forthright manner and implement the policies of the City Council impartially and equitably, the City Council and its members agree to the following:

1.5.1 to spend time each year to work with Employee and staff on setting goals and priorities for the City government, and

1.5.2 to work collectively on issues that may arise that inhibit the maximal achievement of City goals.

1.6 Employee is an FLSA-exempt employee and is expected to engage in those hours of work that are necessary to fulfill the obligations of his position. Employee does not have set hours of work as Employee is expected to be available at all times. Employee shall not be entitled to additional compensation for hours in excess of eight (8) hours per day and/or forty (40) hours per week. "Available at all times" shall mean reasonable professional availability appropriate to the position, including for City Council, committee, and commission meetings as appropriate and as requested by City Council, emergencies, and critical incidents, and shall not be construed to include set office hours.

1.7 City recognizes the importance of work-life balance. City and Employee acknowledge that the duties of the position require a flexible work schedule, including attendance at meetings, community events, emergencies, and other activities outside the City's customary business hours. Employee shall devote such time and effort as is reasonably

necessary to faithfully perform the duties of the position. Employee shall have discretion to manage Employee's daily and weekly work schedule, including the appropriate balance of on-site and off-site work.

2. Term

2.1 The term of this Agreement shall be for six (6) years commencing on September 22, 2026 (the "Effective Date"), unless terminated by either party in accordance with the provisions set forth in Section 3 or until terminated by the event of the death or permanent disability of Employee, where such permanent disability renders Employee unable to perform his duties with or without a reasonable accommodation. The term may be extended or revised by mutual, written agreement of the parties. As consideration for the annual opportunity to be considered for increased compensation pursuant to sub-section 5.3., Employee specifically waives any right to an indefinite appointment under Grass Valley Municipal Code section 2.05.030, subdivision (A).

2.2 No later than twelve (12) months prior to the expiration of this Agreement, the parties agree that they shall meet to discuss the renewal of the Agreement, and the City Council within thirty (30) days of such meeting shall notify Employee in writing ("Notice re Extension") of its decision to extend or not extend the term of the Agreement. If the City Council states that it desires to extend or renew the term of this Agreement, it shall do so conditionally, stating that any such extension or renewal shall be subject to the parties reaching agreement on the terms and conditions of any such extension or renewal, and inviting Employee to discuss any such terms and conditions with the Mayor as soon as practicable, with the objective of reaching an agreement, if one can be reached, within sixty (60) days after the Council delivers its Notice re Extension to Employee stating the Council's desire to extend the term. If no such agreement can be timely reached, then this Agreement shall expire at the end of its term.

2.2.1 The City Council's determination to not extend this Agreement shall not entitle Employee to severance pursuant to this Agreement.

2.2.2 Should the City Council terminate this Agreement pursuant to Section 3.4 after the Employee is given the Notice re Extension extending the Agreement, Employee shall be entitled to severance pursuant to Section 4.

2.2.3 Should the City Council fail to notify the Employee of its intent to not extend or extend the Agreement pursuant to the provisions of this Section, this Agreement shall be automatically extended for one (1) additional year beyond the termination date.

3. Resignation and Termination

3.1 *Resignation.* Employee may resign at any time and agrees to give City Council at least ninety (90) days informal notice and thirty (30) days thereafter, sixty (60) days

formal advance written notice, unless otherwise agreed in writing by the parties. Upon resignation, Employee shall be entitled to accrued Base Salary, personal/vacation and banked sick leave pay, and any other accrued and unused benefit allowances.

3.2 *Retirement.* If Employee retires from full time public service with City, Employee shall provide six (6) months advance notice. The Employee's actual retirement date will be mutually established. Upon retirement, Employee shall be entitled to accrued Base Salary, personal/vacation and banked sick leave pay, and any other accrued and unused benefit allowances.

3.3 *At Will Employment.* The parties recognize and affirm that: (i) Employee is an "at will" Employee whose employment may be terminated by the City without cause; and (ii) there is no express or implied promise to Employee for any form of continued employment. This Agreement is the sole and exclusive basis for an employment relationship between Employee and City.

3.4 *Termination Without Cause.* The City Council may at any time terminate Employee upon ninety (90) days advance written notice without cause. The City Council may place Employee on paid administrative leave for said ninety-day (90) day period, at the conclusion of which Employee's employment under this Agreement shall terminate. During any such period of paid administrative leave, Employee shall not be entitled to Business and Professional Development Expenses under Section 6 of this Agreement, nor shall Employee accrue any new leaves. Upon termination, Employee shall be entitled to accrued Base Salary, personal/vacation and banked sick leave pay, and any other accrued and unused benefit allowances as well as any Severance pay he is entitled to under and in compliance with Section 4 of this Agreement.

3.5 *Termination With Cause.* If City terminates this Agreement (thereby terminating Employee's employment) with Cause, as determined by the City Council at a Regular or Special Meeting of the City Council, Employee shall not be entitled to any additional compensation or payment, including Severance as described in Section 4 below, but shall be entitled only to accrued Base Salary, personal/vacation and banked sick leave pay, and any other accrued and unused benefit allowances according to their terms. As used in this Agreement, Cause shall only mean any of the following:

3.5.1 use of alcohol or drugs that impedes performance of duties;

3.5.2 conviction of a felony or misdemeanor involving moral turpitude (a plea or verdict of guilty or a conviction following a plea of *nolo contendere* is deemed a conviction for this purpose);

3.5.3 a proven claim of either sexual harassment or abuse of employees in violation of law or adopted City policy;

3.5.4 willful and repeated failure to carry out the lawful directives or policy decisions of the City Council;

3.5.5 willful abandonment of the position or continued and unexcused absence from duty; or

3.5.6 Employee's death or permanent disability, where such permanent disability renders Employee unable to perform his duties with or without a reasonable accommodation.

3.6 *Election Window.* During a period of ninety days immediately following any change in the composition of the City Council, by election or appointment (the "First Ninety Days"), the City Council shall take no action whether immediate or prospective, to remove Employee from office with or without cause. During the ninety-day period immediately following the expiration of the First Ninety Days, the City Council shall take no action, whether immediate or prospective, to remove Employee from office without cause. Employee shall at all times serve at the pleasure of the City Council and, subject to the provisions of this section, may be removed from office at any time, other than as described in this section, by three affirmative votes of City Councilmembers, with or without cause.

4. Severance Pay

4.1 If the City Council terminates Employee by giving Employee the 90-day notice of termination specified in Section 3.4, and if Employee signs, delivers to the City Council, and does not revoke, the General Release Agreement ("Release Agreement") in the form attached hereto as **Exhibit A**, then the City agrees to pay Employee a cash payment equal to twelve (12) months' aggregate salary, based on Employee's Base Salary in effect on the date of termination. Provided, however, that in no event shall such payment be in an amount greater than Employee's monthly salary multiplied by the number of months left on the unexpired term of the contract as required under Government Code section 53260. This cash payment may be paid (after required deductions and withholdings), at the option of the Employee, in: (i) lump sum upon the date of termination; (ii) lump sum on January 1 of the calendar year following termination, (iii) three (3) equal monthly installments, or (iv) in bi-weekly payments in accordance with the City's established payroll via direct deposit for the length of the severance period. Employee shall provide the City written notice of his payment election prior to the effective date of the Release Agreement.

4.2 In addition to the Severance payment described above, for twelve (12) months following termination without cause, the City shall continue Employee's medical, dental, and vision coverage (for Employee and eligible dependents) at the same coverage level and City contribution as under Section 7.1 immediately prior to termination. If continued participation in the City's group plans is not permitted, the City shall instead pay the full cost of COBRA or Cal-COBRA continuation coverage for that period. If such coverage is also unavailable, the City shall reimburse Employee for the cost of comparable coverage, provided

that such reimbursement shall not exceed the amount of the City's contribution toward such coverage under Section 7.1 immediately prior to termination. The City's obligation under this Section 4.2 ends immediately upon Employee's eligibility for coverage through a new employer, regardless of enrollment; Employee must notify the City in writing within fourteen (14) days of such eligibility.

4.3 Such payments by the City pursuant to Sections 4.1 and 4.2 will release the City from any further obligations or liabilities under this Agreement. Notwithstanding the foregoing to the contrary, the Employee shall not be entitled to be paid severance pay in the event: (a) this Agreement expires and is not renewed, or (b) Employee's employment is terminated due to his death or permanent disability, where such permanent disability renders Employee unable to perform his duties with or without a reasonable accommodation.

5. Salary

5.1 City agrees to pay Employee a base salary of Two Hundred Seventy-Nine Thousand, Five Hundred Dollars (\$279,500.00) in salary per annum for his services ("Base Salary"), payable in installments at the same time as other employees of the City are paid and subject to customary withholding.

5.2 The salary compensation provided in this Section shall not be decreased unless the same percentage decrease is applied to all management employees.

5.3 The City Council agrees to annually consider equity and/or merit increases in Employee's Base Salary and/or other benefits of Employee in such amounts and to such extent as the City Council in its sole discretion after consultation with Employee may determine is justified based upon an annual performance review of Employee and City budget.

5.4 Unless otherwise negotiated by the City and Employee, the Employee shall receive the same Cost-of-Living Adjustments (COLAs) and one-time off-schedule payments made to each City Department Head. In the event City Department Heads do not receive a COLA or one-time off-schedule payment in any fiscal year, the City Council shall consider any other incentive compensation or benefit adjustments granted City Department Heads in the prior fiscal year when considering equity and/or merit increases in Employee's Base Salary and/or other benefits under Section 5.3.

6. Business and Professional Development Expenses

6.1 City shall pay for or provide Employee reimbursement of all actual business expenses incurred in the performance of his duties under this Agreement. Without prior written approval from the City Council, Employee shall not incur business expenses in excess of the amount annually budgeted and approved by the City Council for this item. Employee shall provide written documentation verifying the incurring of each expense as required under the adopted administrative policies of the City. The expense documentation

shall be maintained by the City in accordance with its records retention policies. Notwithstanding the foregoing, mileage shall not be reimbursed to Employee.

6.2 The City recognizes that certain general expenses, dues, memberships, subscriptions, travel and subsistence expenses are reasonably incurred by the Employee in the performance of job-related activities, functions, meetings, professional development and professional conferences such as the annual International City Managers' Association, California City Management Foundation, League of California Cities, Cal Cities' City Manager's Department, and Cal Cities' Division meetings among other professional conferences and trainings. The City agrees to budget and pay for or reimburse the Employee for these expenses; provided, however, that the amount paid shall be limited by the amount the City Council budgets for such expenditures.

6.3 The City agrees to reimburse Employee for expenses related to educational courses, short courses, executive coaching, seminars, and institutes that will benefit the City and improve the Employee's professional abilities; provided, however, that the amount paid shall be limited by the amount the City Council budgets for such expenditures.

7. Supplemental Benefits

7.1 *Health Coverage.* City shall pay the full premium for health insurance for Employee, including his dependents, for health coverage (medical, dental, and vision) benefit options as provided to other executive employees. Employee may opt to decline health coverage, and in exchange, Employee shall receive, as taxable income, payment in-lieu of benefits equal to two hundred fifty dollars (\$250) per month less the costs of any elected dental or vision insurance per month. If Employee opts to decline health coverage, he must produce evidence of insurance through another source. Any payment due Employee for opting to decline health coverage shall be paid in a lump sum once per month and shall be considered taxable compensation; however, such compensation is not pensionable.

7.2 *Retirement.* City shall provide Employee with enrollment in the California Public Employees' Retirement System ("CalPERS") as a "Classic Member." City shall pay the employer share of the CalPERS contribution required by law, and Employee shall pay the full member contribution required by CalPERS.

7.3 *Supplemental Defined Contribution Benefit.* City shall contribute an amount equal to eight percent (8%) of Employee's Base Salary via bi-weekly payroll, to an employer-sponsored qualified retirement plan established pursuant to Internal Revenue Code section 401(a). All contributions made on behalf of Employee shall vest upon the City's contribution, and the City's obligation to make such contributions shall cease upon Employee's separation from active employment with the City for any reason. Employee's right to access amounts contributed to the 401(a) plan shall be governed exclusively by the terms of the plan and applicable law. If any provision of the 401(a) Plan or this Section 7.3 must be amended to remain compliant with applicable law, the City and Employee shall cooperate in good faith to

implement such amendment while preserving, to the greatest extent permissible, the economic value of the benefit provided by this Section.

7.4 *Life Insurance.* The City shall provide term Life insurance benefits for the Employee, without cost to the Employee, of 1.5 times their annual salary up to two hundred thousand dollars (\$200,000) for the Employee, five thousand dollars (\$5,000) for the Employee's spouse and fifteen hundred dollars (\$1,500) for eligible dependent children without cost to the employee as provided to other executive employees.

7.5 *Short Term/Long Term Disability Insurance.*

7.5.1 *Short Term* – There is no short-term disability coverage however employee may elect to pay into State Disability Insurance (SDI) at no cost to the City, or they may use any leave bank to cover short term disability exceeding 10 workdays and with a doctor's note.

7.5.2 *Long Term* - The City shall provide without cost to the Employee an income protection insurance program that shall insure an Employee's income to a maximum of sixty-six and two thirds percent (66 2/3%) of monthly earnings with a ceiling of six thousand dollars (\$6,000) in calculated base. Conditions of coverage shall be controlled by the master agreement with the insurance company.

7.6 *Employee Assistance Program.* The City has an established Employee Assistance Program. This program provides confidential counseling help for employees and their families. The Employee Assistance program provides for up to 3 visits.

7.7 *Retiree Health Plan Benefit.* Employee becomes subject to this Retiree Health Plan Benefit when he completes at least twenty (20) years of service with the City of Grass Valley and shall earn the retiree health plan benefit described in and subject to the limitations of this Section.

7.7.1 Employee, upon completing at least twenty (20) years of City service, shall be entitled to the retiree health plan benefit, and upon completing at least twenty-five (25) years of City service, shall be eligible for an enhanced retiree health plan benefit, as provided below. In addition to the years of service, Employee is only eligible for this benefit if he retires from the City in good standing or is terminated without cause by the City Council during the term of this Agreement or any mutually-agreed extensions. The benefit provided hereunder shall become payable when the Employee begins receiving a retirement allowance from CalPERS, subject to the terms and conditions of this Section.

7.7.2 *Twenty (20) years of service*

(a) The City shall contribute toward the cost of medical coverage selected by the Employee only under a CalPERS medical insurance plan. The

maximum monthly City contribution shall be \$500 per month, until such time as Employee becomes eligible to receive Medicare or is hired and has healthcare coverage available from the new employment.

(b) The City shall pay the applicable statutory administrative fee associated with the Employee's CalPERS health coverage, to the extent permitted by applicable law and CalPERS rules.

(c) The City may administer this payment via a qualified Retiree-Only HRA subject to Section 7.6.10.

7.7.3 Twenty-Five (25) years of service

(a) The City shall contribute toward the cost of medical coverage selected by the Employee under either a CalPERS or non-CalPERS medical insurance plan. The maximum monthly City contribution shall be equal to fifty percent (50%) of the lowest cost available CalPERS plan as listed on the annual Region 1 Premiums Per Subscriber Per Month (PSPM) document for "2-Party" coverage as published by CalPERS each year, effective January 1 of each calendar year after publishing of the PSPM.

(b) If Employee elects CalPERS health coverage, the City shall pay the applicable statutory administrative fee associated with the Employee's CalPERS health coverage, to the extent permitted by applicable law and CalPERS rules.

(c) The City may administer this payment via a qualified Retiree-Only HRA subject to Section 7.6.10.

7.7.4 The City's contribution shall not exceed the actual premium for the coverage selected by the Employee. The Employee shall be responsible for all premiums and other costs exceeding the City's contribution.

7.7.5 The Employee may elect coverage for Employee plus one or additional eligible dependents, subject to applicable plan eligibility requirements. Any additional premium attributable to coverage beyond the benefit level funded by the City shall be paid by the Employee.

7.7.6 If the premium for the health plan selected by the Employee is less than the City's maximum contribution, the Employee shall not be entitled to receive the difference in cash or any other form of compensation.

7.7.7 The benefit provided under this Section is a retiree health plan benefit earned through qualifying service with the City and is intended to supersede the previous retiree health plan benefit for which Employee was eligible. It is not severance pay, a termination payment, or consideration for a release of claims, and it shall not be increased,

accelerated, or otherwise converted into a cash payment as a result of termination of employment.

7.7.8 Effect of Termination Agreements

(a) Nothing in this Section shall be construed to authorize or require the City to provide health benefits as part of a cash or noncash settlement governed by Government Code sections 53260 and 53261 in excess of the limitations imposed by those statutes. Any severance, settlement, or termination agreement shall remain subject to all applicable statutory limitations.

(b) To the extent an Employee is eligible for a retiree health plan benefit under this Section independently of a termination or settlement agreement, the Employee's retiree health plan benefit shall be administered pursuant to this Section and the applicable retiree health plan documents, and shall not be characterized as severance or settlement consideration.

7.7.9 Within six (6) months of the Effective Date, the City Council agrees to consider a proposal to establish a Standalone Retiree-Only Health Reimbursement Arrangement ("Retiree HRA") for the sole benefit of the Employee or any other relevant classifications of employees, in accordance with Internal Revenue Code Section 105 and 106 and applicable IRS regulations. Any agreement by the parties to provide a Retiree HRA benefit to Employee shall require a separate written agreement or amendment hereto.

7.8 *Deferred Compensation.* City shall provide Employee with a deferred compensation plan. A City contribution equal to the annual IRC 402(g) limit (including "age 50+ catch up" provisions as may be applicable) as adjusted each calendar year, shall be deposited into the deferred compensation plan of the Employee's choice via bi-weekly payroll. In the event this agreement terminates or is not renewed, Employee shall be entitled to retain the amount of deferred compensation accumulated as of the date of termination or non-renewal.

7.9 *Community Events.* Employee shall receive an annual stipend of \$1,000 for attending community events.

7.10 *Cellphone Allowance.* The City recognizes that the job duties of the City Manager require the use of a cell phone and/or data services. This is a necessary expense for the efficient operation of the City and other communication options are not sufficient, less efficient, or more costly to meet City needs. Based on the defined business need, the City Manager shall be eligible for an allowance of \$60.00 for a voice/text/data plan per pay period. In no event may the allowance exceed the contract price. It is expected that the allowance will not cover the full cost of the cellular service contract and not be subject to payroll taxes, but the parties agree to comply with applicable tax laws.

7.11 *Automobile Allowance.* Recognizing that the City Manager's normal duties require frequent use of his automobile, City Manager shall be entitled to \$440 per pay period as an automobile allowance. This allowance is in lieu of mileage reimbursement or other expenses that may be incurred by City Manager in connection with his use of his own automobile for City purposes. In consideration for this allowance, City Manager shall be responsible for all costs of maintenance and operation of his vehicle. City Manager shall at all times maintain automobile liability insurance on any vehicle used by him in the course of City employment. Such insurance shall have coverage limits acceptable in form and amounts to City. City Manager shall provide a certificate or other evidence of such insurance to City. City Manager acknowledges that this allowance will be subject to payroll taxes unless he maintains the records required by law to permit other treatment of this allowance.

8. Leave Benefits

8.1 *Personal Leave.* Employee shall accrue 328 hours of Personal Leave per year, in addition to recognized City holidays. One twenty-sixth (1/26) of such Personal Leave amount shall accrue each pay period (12.62 hours). Employee may not carry a balance of more than 520 hours of his Personal Leave. When Employee has accumulated 520 hours of Personal Leave he will accrue no further Personal Leave until he has Personal Leave in an amount sufficient to bring his accumulated Personal Leave balance below 520 hours. Employee may convert up to 160 hours of accrued Personal Leave to salary compensation once each year upon City Council's prior budget approval and consistent with Internal Revenue Service rules governing constructive receipt. Personal Leave conversion of a maximum of 160 hours to salary must be submitted by December 20th of each year. 100% of Personal Leave hours in excess of the maximum accrual amount may be converted to banked PERS service credit in accordance with CalPERS regulations. Personal Leave time cashed out pursuant to this provision shall be subtracted from the accumulated Personal Leave balances when paid.

8.2 *Sick Leave Bank.* The Parties acknowledge that Employee has a sick leave bank accrued based on his participation in the City compensation and benefits plan prior to March 2016. Those hours of leave were placed in a Banked Sick Leave bank account to be utilized by the Employee, or paid out upon separation from service as set forth herein, or converted to banked PERS service credit in accordance with CalPERS regulations.

8.3 *Holidays.* Employee shall be entitled to the twelve (12) paid holidays as listed below:

8.3.1 New Year's Day

8.3.2 Martin Luther King Day

8.3.3 Presidents Day

8.3.4 Memorial Day

- 8.3.5 July 4th
- 8.3.6 Labor Day
- 8.3.7 Veterans Day
- 8.3.8 Thanksgiving Day
- 8.3.9 The Day After Thanksgiving
- 8.3.10 Christmas Eve
- 8.3.11 Christmas Day
- 8.3.12 New Year's Eve

A paid holiday is equivalent to eight hours, for a total of 96 hours per year. Holiday hours are accrued outside of Personal Leave, must be used within the calendar year accrued. Unused holiday hours may not be carried over into any subsequent calendar year or "cashed out."

9. Indemnification

9.1 The City shall defend, hold harmless, and indemnify Employee against any tort, 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 City Manager. The City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. This indemnification shall extend beyond termination or separation of employment, and the expiration of this Agreement, to provide full and complete protection to Employee, by the City, as described herein, for any acts undertaken or committed in Employee's performance of his duties as City Manager, regardless of whether the notice or filing of a lawsuit for such tort, claim, demand, or other legal action occurs during or following Employee's employment with City.

9.2 In the event the Employee shall serve as the chief executive of other City related legal entities, then each provision of this Section shall be equally applicable to each City related legal entity as though set forth in an indemnity Agreement between the Employee and that legal entity. The City hereby guarantees the performance of this indemnity obligation by the City related legal entity, and shall indemnify and hold the Employee harmless against any failure or refusal by City related legal entity to perform its obligations under this Section.

9.3 Notwithstanding the foregoing, the City may, but shall not be required to, indemnify and/or defend the Employee under the circumstances described and conditions set forth in Government Code sections 995.2, 995.4, 995.6, 995.8 and 995.9. Additionally, notwithstanding the foregoing, this Agreement shall not be deemed or construed to constitute a waiver of the rights the City possess under Government Code sections 825 and 818.

10. Performance Evaluation

The City Council shall evaluate City Manager's performance at least once annually, at which time adjustments to compensation may be considered pursuant to Section 5.3 of this Agreement. The City Council and City Manager shall annually develop mutually agreeable performance goals and criteria which the City Council shall use in reviewing City Manager's performance in the following year. It shall be City Manager's responsibility to initiate this review each year. City Manager will be afforded an adequate opportunity to discuss each evaluation with the City Council. A facilitated performance evaluation, paid for by the City, may be conducted upon the mutual agreement of the City Manager and the City Council.

11. Other Terms and Conditions of Employment

The City Council, by resolution, shall fix any other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with provisions of this Agreement or law.

12. Notices

Any notices required by this Agreement shall be in writing and either given in person or by first class mail with the postage prepaid to the addresses provided below, with a courtesy copy sent via email on the same date such notice is delivered or mailed:

TO CITY:	City Council Attn: Mayor City of Grass Valley 125 E. Main Street Grass Valley, CA 95945 Email: hilaryh@grassvalleyca.gov or the email address shown in the records of the City for the Mayor
----------	---

With a courtesy copy to the City Attorney at the following address or the address then shown in the records of the City for the City Attorney:

David J. Ruderman, Esq.
 Grass Valley City Attorney
 Colantuono, Highsmith & Whatley, PC
 420 Sierra College Drive, Suite 140
 Grass Valley, CA 95945-5091
 Email: druderman@chwlaw.us

TO EMPLOYEE: Alexander Gammelgard
 City Manager
 City of Grass Valley
 125 E. Main Street
 Grass Valley, CA 95945
 Email: agammelgard@grassvalleyca.gov

and

Home address and email on file with City Clerk

13. Government Code Section 53243.2

If Employee is convicted of a crime involving an abuse of his office or position, all of the following shall apply: (i) if Employee was provided with administrative leave pay pending an investigation, Employee shall be required to fully reimburse City such amounts paid; (ii) if City pays for the criminal legal defense of Employee (which would be in its sole discretion, as it is generally not obligated to pay for a criminal defense), Employee shall be required to fully reimburse City such amounts paid; and (iii) if this Agreement is terminated, any Severance pay related to the termination that Employee may receive from City shall be fully reimbursed to City or shall be void if not yet paid to Employee. For purposes of this Section, abuse of office or position means either: (a) an abuse of public authority, including waste, fraud, and violation of the law under color of authority; or (b) a crime against public justice.

14. Recitals Incorporated

The recitals set forth above are incorporated into this Agreement by this reference.

15. Waiver

The waiver of any breach of any provision hereunder by either party to this Agreement shall not be deemed to be a waiver of any other provision or subsequent breach hereunder, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party marking the waiver.

16. Construction of Terms

The language of all parts of this Agreement shall be construed according to their plain meaning and shall not be construed for or against either party. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment or exhibits hereto.

17. Severability

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be unenforceable, void, or invalid, in whole or in part, for any reason, the remainder of this Agreement shall remain in full force and effect. In the event of such entire or partial invalidity, the parties hereto agree to enter into supplemental or other Agreements to effectuate the intent of the parties and the purpose of this Agreement.

18. Controlling Law

This Agreement shall be construed in accordance with and governed by the laws of the State of California, with venue proper only in the County of Nevada, State of California.

19. Entire Agreement

This Agreement constitutes the entire Agreement between the parties pertaining to the employment of Employee by the City and supersedes all prior and contemporaneous Agreements, representations, promises and understanding of the parties, whether oral or in writing. No supplement, modification or amendment of this Agreement shall be binding, unless executed in writing by all parties and this Agreement may not be altered, amended, or modified by any other means. Each party waives his/its future right to claim, contend, or assert that this Agreement was modified, canceled, superseded, or changed by any oral Agreement, course of conduct, waiver, or estoppel.

[Signatures on following page.]

This Agreement is executed on the date above stated.

CITY OF GRASS VALLEY

ALEXANDER GAMMELGARD

Mayor

Date: _____

Date: _____

ATTEST:

Taylor Whittingslow, City Clerk

APPROVED AS TO FORM:

David J. Ruderman, City Attorney

Exhibit A

GENERAL RELEASE AGREEMENT

This General Release Agreement ("Release Agreement") is entered into on this __ day of _____, 20__ by and between _____ ("Manager") and CITY OF GRASS VALLEY ("City"), in light of the following facts:

RECITALS

- A. Manager's employment with City concluded on _____.
- B. Certain disputes have arisen between City and Manager.
- C. City and Manager each deny any liability whatsoever to the other.
- D. City and Manager wish to fully and finally resolve any and all disputes they may have with each other.
- E. Manager is hereby informed that he/she has twenty-one (21) days from receipt of this Agreement to consider it. City hereby advises Manager to consult with his/her legal counsel before signing this Agreement.
- F. Manager acknowledges that for a period of seven (7) days following Manager's signing of this Agreement ("Revocation Period"), he/she may revoke the Agreement. This Agreement shall become effective and enforceable the day after the Revocation Period has expired (the "Effective Date"), unless Manager revokes as provided in Paragraph 4, below.
- G. Manager acknowledges that the Salary Payment referenced in section 1 of this Release Agreement represents all compensation, including salary, accrued benefit balances and reimbursed expenses, due and payable to him/her through the date of employment termination. Manager also acknowledges that City has made this Salary Payment without regard to whether he/she signs this Agreement. The Salary Payment does not constitute consideration for this Agreement.

AGREEMENT

1. *Receipt of Salary Payment.* Manager hereby acknowledges receipt of a check or checks for all compensation owing to him/her, including salary, accrued benefit balances, and reimbursed expenses ("Salary Payment") from City.
2. *Severance.* Following Manager's signing, delivering to the City, and not revoking this Release Agreement, City shall pay Manager the gross amount as provided for in Section 4

of the Manager's Employment Agreement, less applicable deductions. Manager acknowledges that the Severance is in excess of all amounts due and owing him/her as a result of his/her employment by City.

3. *General Release* In consideration of the Severance to be paid and provided to Manager, and other good and valuable consideration, Manager, on behalf of himself, his heirs, executors, administrators, representatives, assigns and successors, hereby fully, finally, and forever discharges and releases: the City; its City Council and each and every member of the City Council, both past, present and future, individually; all City related Boards and Commissions and the present, past and future members thereof; all present, past and future elected and appointed officials and officers of the City or appointed by the City; all agents, employees, attorneys, consultants, officers, directors, (whether former or current); all successors, assigns, and insurers; (all hereafter singly and collectively referred to as "the Released Parties"), from any and all claims, charges, complaints, promises, agreements, controversies, suits, rights, costs, losses, debts, actions, grievances, judgments, obligations, damages, expenses (including any claims for attorneys' fees and costs), demands, causes of action, liability, and obligation of any kind or nature, whether known or unknown, suspected or unsuspected, anticipated and unanticipated which Manager has, owns or holds, or claims to have, own or hold, or may have, own or hold against the City and the Released Parties based upon, arising out of, or related to any matter, cause, fact, thing, act, or omission whatsoever occurring or existing at any time to and including the Effective Date of this Release Agreement (collectively, a "Claim"), where such Claim arises directly or indirectly from Manager's employment agreement(s), employment, and/or separation from the City, or any other right or claim that would not exist but-for Manager's employment with the City, except for the obligations of the City set forth in this Release Agreement, including but not limited to:

- a. Any and all claims for wages, salary, paid leave, and/or benefits;
- b. Any grievance or other administrative remedy deriving from any law, rule, regulation or City policy;
- c. Any and all claims for wrongful or constructive discharge and/or reinstatement;
- d. Any and all claims relating to any contracts, express or implied, or breach of the covenant of good faith and fair dealing, express or implied;
- e. Any and all tort claims of any nature, including but not limited to fraud, deceit, misrepresentation, negligent misrepresentation, defamation, invasion of privacy, negligent or-intentional infliction of emotional distress;
- f. Any and all claims of discrimination, harassment, retaliation, or failure to accommodate under Federal, State, or municipal statute or ordinance, pertaining to but not limited to race, national origin, color, age, sex, gender, sexual orientation, disability, religion, marital status, whistleblower, protected activity, or any other

legally recognized protected status, and including, but not limited to, any claims under the United States Constitution, California Constitution, California Fair Employment and Housing Act, Family and Medical Leave Act, California Family Rights Act, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, 42 U.S.C. Section 1981, 42 U.S.C. Section 1983, the Americans with Disabilities Act and comparable state statutes and regulations, the Age Discrimination in Employment Act of 1967 ("ADEA"), the Older Workers' Benefit Protection Act, the California Labor Code including but not limited to Section 1102.5, any and all state and federal whistle-blower statutes and/or freedom of speech causes of action; the California and United States Constitution; the Equal Pay Act of 1963, the Equal Pay Act of 1963; the Fair Labor Standards Act ("FLSA"); the Civil Rights Act of 1866, and any other laws and regulations relating to employment and/or discrimination;

g. The California Occupational Safety and Health Act, as amended, and any applicable regulations thereunder;

h. The California Consumer Credit Reporting Agencies Act – Cal. Civ. Code § 1785 et seq;

i. California Investigative Consumer Reporting Agencies Act – Cal. Civ. Code § 1786 et seq;

j. Any other federal, state or local civil or human rights law or any other federal, state or local law, regulation or ordinance;

k. Any public policy, contract, tort, or common law; and/or

l. Any basis for recovering costs, fees or other expenses including attorneys' fees incurred in these matters.

Manager hereby waives and relinquishes all rights and benefits afforded by Section 1542 of the Civil Code of California. Manager understands and acknowledges the significance and consequences of this specific waiver of Section 1542. Section 1542 of the Civil Code of California states as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of City and the Released Parties, Manager expressly acknowledges that this General Release is intended to include in its effect, without limitation, all claims which he/she does not know or suspect to exist in his/her favor.

Manager further acknowledges that he/she has read this General Release and that he/she understands that this is a general release, and that he/she intends to be legally bound by the same.

With regard to Manager's waiver of rights under the ADEA and Older Workers' Benefit Protection Act only (see 29 CFR Section 1625.22), such waiver shall not be deemed to waive rights or claims that may arise after the Effective Date of this Release Agreement. Manager is waiving his/her rights to sue City and the Released Parties on any basis related to his/her age.

Notwithstanding anything herein to the contrary, Manager does not release any claim that by law he/she cannot release, including any worker's compensation claim, and any claim for unemployment benefits.

4. *Revocation.* Manager may revoke this Release Agreement within seven (7) days of signing it (the "Revocation Period"). To revoke this Release Agreement, Manager must submit a written statement to that effect by sending an email to [INSERT EMAIL ADDRESS], with a courtesy copy mailed to [City Attorney/City Clerk], [MAILING ADDRESS]. The revocation statement will be deemed submitted when received by the recipient's email. If Manager timely revokes this Release Agreement, he will not be entitled to the severance payment or other consideration described in this Release Agreement.

5. *Collective/Class Action Waiver.* If any claim described in Section 3 of this Agreement is not subject to release, the consideration provided to Manager in this Agreement shall be the sole relief provided to her for the claims that are released by Manager herein and he/she will not be entitled to recover and agrees to waive any monetary benefits or recovery against the City in connection with any such claim, charge or proceeding without regard to whom has brought such complaint or charge.

Additionally, if any claim is not subject to release, to the extent permitted by law, Manager waives any right or ability to be a class or collective action representative or to otherwise participate in any putative or certified class, collective or multi-party action or proceeding based on such a claim in which the City or any other of the Released Parties identified in this Agreement is a party.

6. *Continuing Effects.* Manager further agrees to waive any claim for damages occurring at any time after the date that Manager signs this Agreement because of alleged continuing effects of any alleged discriminatory or other wrongful acts or omissions involving the Released Parties, which occurred on or before Manager signs this Agreement. Manager further agrees to waive any right he/she may have to sue for injunctive relief against the alleged continuing effects of any alleged discriminatory or other wrongful acts or omissions occurring prior to and including the date that Manager signs this Agreement.

7. *Severability.* If for any reason any provision of this Agreement is determined to be invalid, unenforceable or contrary to any existing or future law to any extent, such provision

shall be enforced to the extent permissible under the law and such invalidity, unenforceability or illegality shall not impair the operation of or otherwise affect those portions of this Agreement which are valid, enforceable and legal.

8. *Binding Effect.* This Agreement is and shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, affiliates, predecessors, successors and assigns. Each person executing this Agreement represents and warrants for the benefit of the Parties that he or she is actually authorized to enter into this Agreement and to bind his or her principal to this Agreement.

9. *Fees and Costs.* Manager and City agree that in the event of litigation relating to this Release Agreement, the prevailing party shall be entitled to recover his/her/its reasonable attorney's fees and costs.

Dated: _____

CITY OF GRASS VALLEY

By: _____

Dated: _____

MANAGER

By: _____

ATTEST:

By: _____

City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____

City Attorney

Date: _____