



GRASS VALLEY

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

Tuesday, October 08, 2024 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 Jan Arbuckle, Vice Mayor Hilary Hodge, Councilmember Bob Branstrom,
Councilmember Haven Caravelli, 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 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

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 24, 2024

Recommendation: Council approve minutes as submitted.

2. Amended Memorandum of Understanding with the Nevada County Professional Firefighters, IAFF Local 3800 for the Employment Classifications in the City's Employees Unit #8 for the Period July 1, 2024 - December 25, 2025

CEQA: Not a Project

Recommendation: That Council 1) review the Labor Memorandum of Understanding for an eighteen-month period beginning July 1, 2024, through December 31, 2025, between the City of Grass Valley and the Nevada County Professional Firefighters, IAFF Local 3800 for the Employment Classifications in the City's Employees Unit #8; 2) adopt Resolution No. 2024-70 approving Labor Memorandum of Understanding; and 3) and authorizes the City Manager to execute the Labor Memorandum of Understanding subject to legal review.

3. Loma Rica Landscaping and Lighting District - Approve Engineer's Report and Intent to Annex

CEQA: Not a Project

Recommendation: That Council 1) adopt Resolution 2024-71 approving the Engineer's Report without modifications and 2) adopt Resolution 2024-72 declaring the intent to annex property and levy assessments for Fiscal Year 2025-26 for the Residential Landscaping and Lighting District No. 1988-2, Zone VI - Loma Rica Annexation 2024-01

4. Approval of a range increase and Executive Contract Appendix

CEQA: Not a project

Recommendation: That Council 1) approve a 4% increase to the pay ranges for all Executive Contract Employees & change the retiree Health Plan Benefit to allow all executives to be eligible; 2) review the proposed Amendment to the Employment Agreements (including Appendix A) with Department Directors, City Clerk, and Deputy Directors; 3) authorize the City Manager to execute the agreements subject to legal review; 4) authorize the Finance Director or the City Manager's designee to make any necessary budget adjustments and/or amendments to complete this action.

5. Appointment of Planning Commissioner

CEQA: Not a Project

Recommendation: That Council approve the appointment of Matthew Wich as Planning Commissioner for Councilmember Ivy.

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

REORGANIZATION RELATED ITEMS

PUBLIC HEARING

6. Second Reading of Ordinance No. 829 Increasing Compensation for Mayor and City Councilmembers

CEQA: Not a Project.

Recommendation: That the Council hold a second, waive full reading and read by title only, and adopt Ordinance No. 829 Increasing Compensation for Mayor and City Councilmembers.

7. Introduction of an ordinance amending 10.64.010, 10.64.020, and 10.64.030 of Chapter 10.64 of Title 10 and adding section 12.16.040 to Chapter 12.16 of Title 12 of the Grass Valley Municipal Code regulating use of wheeled devices

CEQA: Not a project

Recommendation: Introduce the attached ordinance, waive full reading, and read by Title Only

ADMINISTRATIVE

- 8.** Downtown Public Restroom Project (Church Street Parking Lot)

CEQA: Exempt - Not a Project

Recommendation: That Council 1) review a proposed public restroom project funding; 2) authorize the Mayor to sign a Memorandum of Understanding (MOU) with GVDA for funding a portion of the proposed restroom, subject to legal review; and 3) authorize the Administrative Services Director to make necessary budget adjustments or transfers to add the project current budget.

- 9.** Resolution in support of Proposition 36

CEQA: Not a project.

Recommendation: Adopt Resolution 2024-73 in support of Proposition 36, the Homelessness, Drug Addiction, and Theft Reduction Act

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, October 8, 2024 at 6:00 PM was posted at city hall, easily accessible to the public, as of 5:00 p.m. Friday, October 4, 2024.

Taylor Whittingslow, City Clerk



GRASS VALLEY

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

Tuesday, September 24, 2024 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

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MINUTES

CALL TO ORDER

Meeting was called to order at 6:02 pm.

PLEDGE OF ALLEGIANCE

Vice Mayor Hodge led the pledge of allegiance.

ROLL CALL

PRESENT

- Councilmember Bob Branstrom
- Councilmember Haven Caravelli
- Councilmember Tom Ivy
- Vice Mayor Hilary Hodge

ABSENT

- Mayor Jan Arbuckle

AGENDA APPROVAL -

Changes were made to Item #5 to change to appointment of a "Committee Member" not "Councilmember" and change to L&L resolution to reflect Loma Rica annexation and change new zone to Zone VI on first page of resolution.

Motion to approve with noted changes by Councilmember Branstrom, Seconded by Councilmember Caravelli.

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

REPORT OUT OF CLOSED SESSION

Nothing to report.

INTRODUCTIONS AND PRESENTATIONS

1. Nevada County Environmental Health Presentation on Microenterprise Home Kitchen Operations (MEHKO)

PUBLIC COMMENT -

Virtual public comments attached.

In person comments: Speakers 1- 14 (with speaker #'s 8, 12, & 13 not speaking), Matthew Coulter.

CONSENT ITEMS -

Motion made to approve consent with the mentioned changes in agenda approval by Councilmember Branstrom, Seconded by Councilmember Caravelli.

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

2. Approval of the Regular Meeting Minutes of September 10, 2024.

Recommendation: Council approves minutes as submitted.

3. Bennett Street Bridge Maintenance Project - Authorization to Award Contract

CEQA: Categorically Exempt - Section 15301 "Existing Facilities"

Recommendation: That Council 1) award a contract for the Bennett Street Bridge Maintenance Project to Central Valley Engineering & Asphalt, Inc., 2) authorize the Mayor to execute the construction contract, subject to legal review, 3) authorize the City Engineer to approve construction change orders for up to 10% of the contract amount and 4) authorize the Finance Director to execute a Budget Amendment necessary to fund the project fully.

4. Initiate Annexation Proceedings and Approve the Boundary Map for Annexation of Loma Rica Ranch to the Residential Landscaping and Lighting District No. 1988-2

CEQA: Not a project.

Recommendation: That Council approve Resolution 2024-69, initiating annexation proceedings and approving the boundary map for Annexation 2024-01 of Loma Rica Ranch- into the Residential Landscaping and Lighting District No. 1988-2.

5. Appointment of Councilmembers for the Measure B Oversight Committee

CEQA: Not a Project

Recommendation: That the City Council appoint Measure B Oversight Committee member Haddock with a term ending in December 2026.

ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION OR SEPARATE ACTION AND / OR ANY ADDED AGENDA ITEMS**REORGANIZATION RELATED ITEMS****PUBLIC HEARING****ADMINISTRATIVE**

6. Introduction of Ordinance No. 829 Increasing Compensation for Mayor and City Councilmembers

CEQA: Not a Project.

Recommendation: That the Council introduce the attached Ordinance No. 829, waive full reading, and read by title only.

Tim Kiser, City Manager, gave the Council an overview of the item.

Public Comment: Robin Galvin-Davis, Patrick Johnson, Matthew Coulter, & Shirly Osgood

Motion made to introduce the attached Ordinance No. 829, waive full reading, and read by title only by Councilmember Branstrom, Seconded by Councilmember Ivy.
Voting Yea: Councilmember Branstrom, Councilmember Ivy, Vice Mayor Hodge
Voting Nay: Councilmember Caravelli

BRIEF REPORTS BY COUNCIL MEMBERS

Councilmember Caravelli attended the Hispanic Heritage Day, and ERC Summit. Councilmember Branstrom attended the ERC Summit, Nevada County Transfer Station opening of the receiver station, and will be attending the upcoming Brewfest. Councilmember Ivy attended the NCTC meeting, and the Pioneer Energy meeting. Vice Mayor Hodge attended the ERC Summit, Center for the Arts Annual Fundraiser, and the Constitution Day Parade.

CONTINUATION OF PUBLIC COMMENT

ADJOURN

Meeting adjourned at 7:37 pm.

Jan Arbuckle, Mayor

Taylor Whittingslow, City Clerk

Adopted on: _____



9/24/24

Item # 1.

CITY OF GRASS VALLEY CITY COUNCIL MEETING

GENERAL PUBLIC COMMENT SIGN IN SHEET

WELCOME to the City of Grass Valley City Council meeting! Public Comments provide an opportunity for the public to address the City Council on any subject which is not on the agenda but in the jurisdiction of the council. If you wish to speak, please indicate in the appropriate box when you sign in and take the number corresponding to your name. Each individual can have up to 3 minutes of public comment. At the beginning of the meeting, there will be an allotted 30 minutes of general public comments and the remainder of comments will be heard at the end of the agenda. Speakers will be called in order of the numbers given.

When you are recognized by the mayor:

1. Please stand before the podium and give your name and address. (optional)
2. Please limit your comments to three minutes per speaker.
3. If previous speakers have made the same point, you may simply indicate your support or disagreement, unless you have new information.

Thank you for your participation.

#'s	Print Name or N/A	Address (optional)	Self/Business (optional)
1	Lynda Guthrie	800 Freeman Ln., G.V.	senior cohousing
2	Mark Gold Karen Nathanson	104 E. MAIN ST.	Gold Rush Cookie Co.
3	Mark Hermes	904 Freeman	Mark Hermes
4	Shirley Osgood	GV	
5	Patricia Johnson	16714 Scott Way	self
6	MARK GOLD	104 E. MAIN ST.	Gold Rush Cookie Co.
7	Rob Katzenstein	245 N. Auburn	Self-Power-Stockville, NC
8	Elena Gomez	906 Forest Glade	AMT HOUSING
9	ROBIN VANMETRE	16691 ALIOTO DR	
10	Bevan Tredell	14613 Rollins Park dr 75945	
11	ROBIN DAVIES		CITIZEN / GV 215
12	[Signature]		
13	Joan Bonarato	14100 Segner #6	[Signature]
14	Liz Newman		

DATE: AUGUST 26, 2024

TO: CITY OF GRASS VALLEY CITY COUNCIL MEMBERS

FR: WOLF CREEK LODGE COHOUSING COMMUNITY FIRE WISE TEAM

FIRE DANGER CONCERNS ON PROPERTY OWNED BY THE PINE CREEK SHOPPING CENTER IN GRASS VALLEY

We are members of the Wolf Creek Lodge Cohousing Community Firewise Team and the Freeman Lane Firewise Community which is comprised of the Carriage House subdivision and Wolf Creek Lodge. Wolf Creek Lodge members have worked hard to make our three plus acre property and buildings as fire safe as possible by hardening our buildings, creating defensible space around our buildings and reducing flammable vegetation in our open space that includes 1,000 feet of frontage along Wolf Creek. The Wolf Creek Trail comes through our property due to an easement we granted to the city of Grass Valley.

We wish to bring to your attention a serious fire safety problem affecting Freeman Lane housing communities.

Our concern is with an area belonging to The Pine Creek Shopping Center that presents an imminent fire danger. The attached assessor's map identifies this area as an "Open Space Easement." This is an area of extremely combustible vegetation including stands of crowded trees and dense underbrush, as can be seen in the two attached photographs. One was taken behind Raley's and the other is a view up from the Wolf Creek Trail. The easement constitutes the area extending the length of the shopping center and down from the drive behind the center to the trail.

People walk and bike on the adjacent Wolf Creek Trail which is situated right below this easement. The City is responsible for ensuring the safety of the citizens who use this very popular trail. Additionally, the senior residents of the Wolf Creek Lodge thirty-unit condominium complex which adjoins this Open Space, would be in grave danger if there were a fire in this parcel, as would the residents of the

Carriage House, Gazebo and Berryman subdivisions located off Freeman Lane below Wolf Creek Lodge.

The updated fire safety ordinance currently under consideration by the City of Grass Valley and the Fire Abatement Measure recently passed by the City's residents could address the condition of this parcel. In addition, money will be coming in soon from the new fire tax. Why not have the city target this area for fuel modification? We understand that the city has a masticator that could mitigate this problem.

Members of the Wolf Creek Firewise Team sincerely hope the City Council will look into this problem and work to find a solution that will ensure the safety of its constituents and the visitors who come to enjoy our welcoming city.

Thank you for your time and consideration.

Wolf Creek Lodge Cohousing Firewise Team:

Pam Jung
Lynda Guthrie
Suzanne Marriott
Deleaua Shannon
Nancy Anderson

Contact person: Pam Jung
Wolf Creek Lodge
800 Freeman Lane Apt. 205
Grass Valley 95949
Cell: (530)277-9566; LL (530) 273-0749
pamwcljung@gmail.com

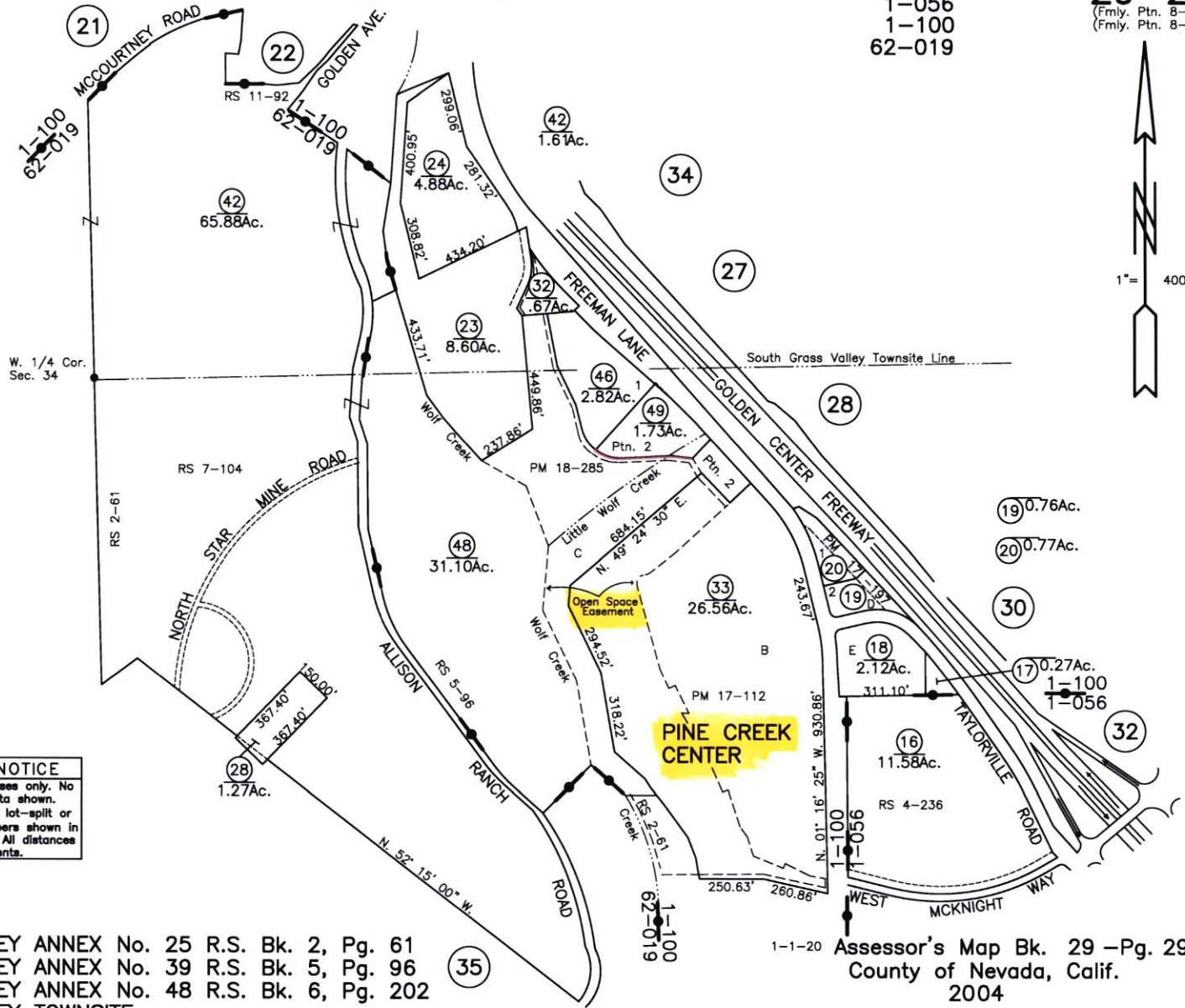
PTN SEC. 34, T. 16 N., R. 8 E., M.D.B. & M.

Tax Area Code
1-056
1-100
62-019

29-29
(Fmly. Ptn. 8-53)
(Fmly. Ptn. 8-74)



54
Bk. 7
55



ASSESSOR'S PARCEL MAP NOTICE
This map was prepared for assessment purposes only. No liability is assumed for the accuracy of data shown. Assessor's parcels may not comply with local lot-split or building site ordinances. Assessor's block numbers shown in ellipses; parcel numbers are shown in circles. All distances on curved lines are chord measurements.

GRASS VALLEY ANNEX No. 25 R.S. Bk. 2, Pg. 61
GRASS VALLEY ANNEX No. 39 R.S. Bk. 5, Pg. 96
GRASS VALLEY ANNEX No. 48 R.S. Bk. 6, Pg. 202
GRASS VALLEY TOWNSITE

1-1-20 Assessor's Map Bk. 29 -Pg. 29
County of Nevada, Calif.
2004

LAST UPDATE 5-5-23 EL TRM 1/18



View of Grass Valley easement on Pine Creek Shopping Center property taken from behind Raley's on Sept. 8, 2024



View of Grass Valley easement on Pine Creek Shopping Center property taken from the Wolf Creek Trail on Sept. 13, 2024

Taylor Day

From: Jon Hioki [REDACTED]
Sent: Tuesday, September 24, 2024 4:10 PM
To: Public Comments
Subject: Denounce Nevada County Republican Fundraiser

You don't often get email from [REDACTED] [Learn why this is important](#)

Hello Grass Valley City Council,

It has been brought to my attention that the Nevada County Republican Party is hosting an event with Laura Loomer, a known racist online figure. She espouses horrible, hateful rhetoric, pals around with known neo-Nazis, and spreads racist lies. This kind of figure should not be hosted and celebrated in our community. Her being here will only broadcast to the world at large that Nevada County is fine with someone who only spews hate, extreme racism, and anti-LGBTQ+ rhetoric.

This event will only make our communities less safe for the marginalized. It is truly sad that some members of our community think this is ok.

This event needs to be denounced by the council and urged to be cancelled, not only for the safety of our community, but for our reputation as a place of tolerance.

-J. Hioki
Grass Valley resident.

Taylor Day

From: Tim McCall [REDACTED]
Sent: Tuesday, September 24, 2024 3:55 PM
To: Public Comments
Subject: 2024-09-24 Council Mtg - Agenda Item 5

You don't often get email from [REDACTED] [Learn why this is important](#)

RE: September 24 City Council meeting agenda.

Item 5: Appointment of Councilmembers for the Measure B Oversight Committee.

- Measure B requires an “Independent Citizens’ Advisory Committee”
- An “Oversight Committee” is not found in Ordinance 826.
- Measure B does not support appointment of Councilmembers to the Independent Citizens’ Advisory Committee.

The Agenda Action Sheet recommends appointment of Haddock (a citizen) to an oversight committee, whereas the agenda states “Appointment of Councilmembers”

The recommended action does not correlate with the stated agenda item.

In addition, Ordinance 826 supports the general fund. It is misleading when sighting the attributes of Measure B to include specific expenditures such as fire resiliency and vegetation management.

The City is obliged to list in the agenda clear and concise statements as to the action requested of the Council. Item 5 fails to do so.

This item should be stricken from the agenda and reconsidered at a subsequent meeting.

Taylor Day

From: Karen Nathanson [REDACTED]
Sent: Tuesday, September 24, 2024 12:46 PM
To: Public Comments
Subject: Public Comment - Intersection of Auburn & Main

You don't often get email from goldrushcookiecompany@gmail.com. [Learn why this is important](#)

We would like to express our concern over the current “flashing light” setup for the intersection of Auburn and Main in downtown. Our shop is very close to the corner, and we regularly observe drivers rolling right through the intersection... most just slowing before proceeding, but hardly ever coming to a complete stop. While we realize that the traffic light as it was could be frustrating at times, the current set up is downright dangerous. We have been told that this set up is being “tested”. The issue we have with this is that there is a lack of cameras or other measuring equipment deployed to test the effectiveness of the current setup and to monitor vehicular and pedestrian safety. Perhaps it’s a timing issue for the traffic lights, but the current set up is simply problematic.

Karen & Mark
Gold Rush Cookie Company

Taylor Day

From: Karen Nathanson [REDACTED]
Sent: Tuesday, September 24, 2024 12:26 PM
To: Public Comments
Subject: Public Comment: MEHKO

You don't often get email from goldrushcookiecompany@gmail.com. [Learn why this is important](#)

Having originally started as a cottage food business and understanding the limitations associated with monitoring those types of businesses, we cannot fathom how Nevada County Environmental Health would be able to monitor an MEHKO, especially a high risk business such as the one's being proposed. Having personally gone through food safety certification training, how can we expect a home-based food establishment of the type being proposed to follow HAACP guidelines to ensure safe food storage and preparation. Also, what method would be used to enforce violations? In a commercial restaurant, signage can be hung, and in especially bad conditions, the Police or Sheriff's department can be used to secure a facility from operating. Are the police going to lock someone out of their own home for violating food safety regulations? I don't think so. As it stands, these food businesses are already operating without any oversight nor penalty for their violations of Nevada County regulations for the safe operation of a food establishment.

As a brick and mortar facility we follow all the rules and pay an extremely high amount of money both in fees as well as facility upgrades and equipment purchases to ensure we are in compliance with city, county and state regulations. In some ways we have it lucky as our particular business is considered "low risk", the rules and regulations for "high risk" establishments are even more expensive to follow and maintain. Many of these proposed MEHKO would fall under the latter. We pay our city and county fees, appropriate taxes, and follow the rules to protect the public and feel that the consideration of MEHKO businesses shows a lack of support for established and future retail businesses in the county.

Mark Gold & Karen Nathanson
Gold Rush Cookie Company

Taylor Day

From: WIRELESS CALLER - Voicemail box 8880 <noreply@voicemail.goto.com>
Sent: Tuesday, September 24, 2024 10:59 AM
To: Public Comments
Subject: Voicemail from [REDACTED] on Sep 24 2024 10:57 AM
Attachments: 1727200642-00001a8f.mp3



You received a new voicemail message



New voicemail message

Time: Tuesday, September 24 2024 10:57 AM

From: [REDACTED]

Duration: 31 seconds

Voicemail box: 8880

Transcript: Hi, my name is Emily Ander. I live at 425 West Main Street, and I wanted to bring up the subject of raising the maximum height for the street side sensing, or I guess if it's out of our setback, from 36 inches up to, I don't know, maybe 48 inches, out of safety concerns for people with children and dogs. Anyway, that was my comment. All right. Thanks. Bye.

[Rate this transcript's accuracy](#)



Mailbox Capacity: 97/99 available

Taylor Day

From: Uriah beltz <info@cityofgrassvalley.com>
Sent: Friday, September 20, 2024 10:21 AM
To: COGV General Voicemail
Subject: Form submission from: Contact us



09/20/2024 - 10:21am

City of Grass Valley »

WEBFORM SUBMISSION

Submitted by anonymous user:
[2600:1010:b137:7e18:5c60:e8e0:5e3a:77ae]

Your name:
Uriah beltz

Your e-mail:



Your Phone Number:



Message:

I recently heard about Evans furniture going out of business. And while I sympathize with the owners I feel like this is a massive opportunity for the city to do something meaningful with the space especially now that mill Street is a pedestrian walkway. Having a massive furniture store in downtown never made much practical sense anyway. Who is walking around window shopping and decides they need a couch? And I big gripe I have as a younger member of the community is the lack of activity's available in the area. It is essentially a window shopping area with some good food but virtually nothing to do besides that. I'd really like to see the space converted to some kind of interactive activities such as an arcade/barcade with a golf simulator, air hokey, retro booth games etc. Basically I'm just urging you all to push for a business that will drive people to come have a great time and stay for longer.

Attachment(s) (if applicable):

Taylor Day

From: Anonymous - Voicemail box 8880 <noreply@voicemail.goto.com>
Sent: Thursday, September 19, 2024 3:34 PM
To: Public Comments
Subject: Voicemail from Anonymous at Anonymous on Sep 19 2024 3:33 PM
Attachments: 1726785190-0000091e.mp3



You received a new voicemail message



New voicemail message

Time: Thursday, September 19 2024 3:33 PM

From: Anonymous Anonymous

Duration: 36 seconds

Voicemail box: 8880

Transcript: Hello. I just thought maybe you would want to see, if you haven't seen it already, the article, well it's not an article, the feature on CBS News on the carport issue in Grass Valley. So anyway, going to CBS News carports, Grass Valley, California. They did a piece on the carports today, which is September 19th. Anyway, take a look. Bye-bye.

[Rate this transcript's accuracy](#)



Mailbox Capacity: 97/99 available

Taylor Day

From: HELEN LANDER - Voicemail box 8880 <noreply@voicemail.goto.com>
Sent: Monday, September 16, 2024 3:54 PM
To: Public Comments
Subject: Voicemail from (949) 533-2182 on Sep 16 2024 3:51 PM
Attachments: 1726527096-00004cbd.mp3



You received a new voicemail message



New voicemail message

Time: Monday, September 16 2024 3:51 PM

From: (949) 533-2182

Duration: 48 seconds

Voicemail box: 8880

Transcript:

Hello, my name is Samantha Calloway. I live at 10700 Delores Drive. I was calling to give a comment about the proposal for using the forested area in Maltino Park to turn it into, to develop it through the Interfaith Food Ministry and Sierra Harvest. While those are great organizations doing wonderful work, I really would like the park to remain how it is. It's frequently used by my family and our neighborhood. I see many people, especially elderly adults, walking it every day. It's shaded, it's flat, it's a nice space to be outside, and I would like it to remain the way it is. Thank you so much.

[Rate this transcript's accuracy](#)



Taylor Day

From: Lin St. Jacques <whispermoon33@gmail.com>
Sent: Monday, September 16, 2024 2:49 PM
To: Public Comments
Subject: Decision CHA
Attachments: CP amenities c parking.pdf; CP Fire Marshall.pdf

You don't often get email from whispermoon33@gmail.com. [Learn why this is important](#)

16 September 2024

Grass Valley City Council

125E Main Street

Grass Valley, CA 95945

Re: City Council decision on Cascade's appeal

Esteemed Council Members:

The attorney for Cascade Housing Association, did his job which was to act in defense of CHA's interests. This was done without providing the requested financial documents, instead providing "summaries." While the reasons given were plausible, few tenants find them convincing. Also, the

attorney's stating that CHA donated the building, currently housing Connecting Point, doesn't suggest a company with small financial reserves.

In the current, extremely tight, housing market owners are enjoying generous returns on their investment. Management at the Sutton properties state they're allowed to raise the rent "as many times as we want to" within a 12 month period. Some tenants have moved because of the frequency of rent increases, they're budgets just can't keep up.

Secondly, as of this morning, the attached notice dated 02/04/2024 (bottom, right side) still appears behind glass, on the side of mailboxes, adjacent to the Oak Ridge Apartments management office. It reads: amenities, covered parking.

Thirdly, while CHA's attorney claimed a precedent for uncovered parking, he didn't mention that they had pulled down the the carports at Cedar Park, Glenbrook, Oak Ridge, & Springhill Gardens. In the case of Springhill Gardens, on Dorsey Drive, the older of the complexes, they had sturdier carports which did not fail but were removed anyway. So CHA contributed to the precedent they cited.

Fourth, there are documented instances of dangerous conditions at the Sutton Way complexes which need better oversight. Cedar Park was issued a citation by the Grass Valley Fire Marshall. See attached. They are responsible for a 22 foot strip of property, behind apartments, abutting a field that extends to Dorsey Drive. This area is not maintained. It's overgrown with dry shrubs including tree's deemed to be a fire hazard, tagged for removal in 2018, that are yet to be taken down. Maintenance has taken photo's sent them to corporate, yet despite the citation & documentation nothing has ever been done in the 12 years I've resided here.

Lastly, there is no resident manager at any of the complexes on Sutton Way. The Oak Ridge manager is allowed to live off-premises, the Cedar Park manager quit citing dissatisfaction with the company which she threatened to sue, & the manager who usually manages Glenbrook is on medical leave, having moved off the premises, & is not expected to return. This is a problem when emergencies occur. We have been evacuated twice during fires. Management printed signs saying "evacuated" to put on doors saving responders valuable time, directed disabled tenants to appropriate agencies, & helped locate tenants who were unaware of orders. When the snow storm occurred alternate parking needed to be found & cleared. Caution tape & barricades needed to be put around the collapsed carports.

These are just the major issues, there's an abundance of significant, everyday issues as well. My point here is that should CHA decide to press the issue, there is plenty to show they are not adequately managing the property.

Lin St. Jacques

12 year resident of Cedar Park

Alex Gammelgard

From: Alex Gammelgard
Sent: Tuesday, September 17, 2024 12:07 PM
To: maya shepars; Clinton Lovelady
Cc: Public Comments; Tim Kiser
Subject: RE: Police Supporting Donald Trump




Maya,

Thank you for the information. Pursuant to your citizen’s complaint, the police department will open an internal investigation into the event described below.

Sincerely,



Alex Gammelgard - Chief of Police
GRASS VALLEY POLICE DEPARTMENT
129 South Auburn St. • Grass Valley, CA 95945

-  [530.477.4601](tel:530.477.4601)
-  agammelgard@gvpd.net
-  www.gvpd.net



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From: maya shepars <sheparsmaya@gmail.com>
Sent: Thursday, September 12, 2024 8:21 PM
To: Tim Kiser <Timk@cityofgrassvalley.com>; Samantha DeHart <sdehart@gvpd.net>; Public Comments <public@cityofgrassvalley.com>; Carly Piper <cpiper@gvpd.net>; Alex Gammelgard <agammelgard@gvpd.net>; Clinton Lovelady <CLovelady@gvpd.net>
Subject: Police Supporting Donald Trump

Some people who received this message don't often get email from sheparsmaya@gmail.com. [Learn why this is important](#)

To whom it may concern,

On 09/12/24 at 2:07pm my boyfriend Jesse King and I left Raley’s after completing a doordash shop and headed to Mountain Mikes for our 2nd pickup. Jesse was clearing a intersection at a 4 way stop sign. There was a male in a silver Toyota pickup truck that was trying to bully his way through the stop sign not completing a legal stop and Jesse continued through the intersection, honked the horn and the man in the toyota stopped as you

would do when someone honks. Jesse tells the man mind the stop sign fucker and the man unsafely and illegally makes a u-turn at the 4 way stop and squeals his tires turning around to follow us. The man in the toyota starts screaming at us to pull over and to get out of the car, calling Jesse a fat fuck and a faggot. Jesse passes mountains mikes and continues to drive through the parking lot in front of SPD and Target, there's many witnesses starting to call the police and look afraid of the incident. The man in the toyota stayed as close to our rear bumper as he could with his body hanging out of the window at some points screaming that he was going to kick our asses and other violent insulting things. We passed the front of Target, I pulled out my phone and started to record the crime in progress and I pointed the phone out of the sunroof recording so the man could see I was actively recording him and he then turned off and says "I'll catch you faggot". The male saying that is heard being said in the audio of the recorded video. It looked like he went towards the raley's shopping center. We pulled into Mountain Mikes and got the pizza for the delivery. When we went to leave, a man came up to us that was on the phone with the police (911), telling them what happened and what he had just seen. Jesse gave him his license and his retired sheriff ID as well to let dispatch know who he was. Jesse and I talked about what happened and what we wanted to do as we completed the delivery. We decided that going to the police department was necessary to make a crime report.

We walked in and was greeted by Hannah and she said that maybe we could talk to the community service officer and told us that if we pickup the phone outside it will route the call to dispatch. Jesse did so and as this was happening, ██████ got out of the CSO's car and was waiting to greet Jesse while Jess tried to explain to dispatch what has happened and the woman on the phone (the dispatcher) had said "you're the party who left the scene". Jesse was insulted and irritated by that. Out loud Jesse remarks to me while ██████ stands there that her saying you're the party who left the scene was rude and he didn't appreciate the way he was being treated. Jesse continues to say he's tired of being treated like shit and discriminated against because of his politics and being a liberal. ██████ then says well their your people. Jesse says he's voting for kamala harris and said that trump is unamerican and he's a maggot piece of shit and he's a criminal and told ██████ that he hopes he's not one of them and ██████ says he is in fact one of them. ██████ stated multiple times that he was trying to just say

hi. Jesse says something about trump saying he grabs em by the pussy and [REDACTED] denied trump ever said a thing, which is a OUTRIGHT lie. There's video evidence and proof of him saying that, EVERYWHERE. The confrontation continued arguing about politics between the on duty officer and my boyfriend. Jesse explains that it's an ethical problem, not a political problem because oath of office. Trump doesn't follow the rule of law ect. [REDACTED] kept remarking "okay jesse" then walked away and slammed the door. There was also something said about his experience in the Marines and Jesse told him he's disrespecting his honorability to that by supporting someone who's un-american. I was pretty afraid of [REDACTED] and paranoid especially after he so confidently admitted he was a trump supporter and denied factual information that trump on video has said before while wearing a uniform and having a gun on his hip. So, Jesse and I waited outside and he looks at his phone and realized he had missed a call from someone and it was Clint Lovelady, he calls back and Jesse explains himself about how disappointed he is and he doesn't want to talk to any maggot police officers. He states he was politically discriminated against. Lovelady reassures him that he understands and hears Jesse and says he will send officer Sammy over to speak with us. So, we wait, sammy comes over and Jesse shares what happened in road rage incident and I was able to send her the video I got and a picture from of the video of the man and the truck he was driving. Officer Samantha DeHart was very very understanding, professional, polite and did the absolute best and right thing when jesse said to her that trump is a criminal and it's a ethical problem in law enforcement because the oath of office. Jesse also explained that he was being discriminated against politically. She was understanding and kept her own political preferences to herself and did her job. She got a case number, took the time to hear us out and I was very pleased and immediately felt safe in her presence.

My complaint is I don't understand why [REDACTED] couldn't keep his political opinions and preferences to himself, let alone just walk away from 2 people trying to get help and find a police officer to talk to about the road rage incident crime that we are victims of. [REDACTED] totally just abandoned his duty to do his job over political matters and his preferences to choose to support a criminal. It's disgusting and dangerous. I'm extremely alarmed. I am a recent graduate from EMT school and I know I would NEVER deprive anyone of medical attention or prehospital care because of their politics even if I'm a liberal and I support Kamala Harris. The PT could be

screaming at me to the rooftops about how much they hate me because of my politics or tell me how much they support Donald Trump and I would do my best to remain professional, attending to the scene, provide the necessary care and stay on task and focused. WE, retired first responder, soon to be first responders or active first responders should ALL know this and be able to handle ourselves. I feel so unsafe calling the police for help anymore in any situation because of the political climate we are in and for the exact reasons of what happened today and how it was handled. Law enforcement needs to learn to get politics out of the picture and not treat anyone differently because of their politics, disability, religion, race, impoverishment, age, or their sex. I'm just really shocked and disappointed about local Law Enforcement favoring the conservative agenda and the failure to protect current and former liberal employees from suffering harassment. It's a disgrace. Personally, I can also remember [REDACTED] being apart of some of my past involved situations being a underage victim of crime(s) and along side of him and many other GVPD officers failed to help me get the help I needed so very desperately. I'm disappointed. He needs to do better and the Police Department should consider doing some clean up.

I am demanding [REDACTED] be held accountable for his actions.

Best Regards,

Maya Shepard

Alex Gammelgard

From: Alex Gammelgard
Sent: Tuesday, September 17, 2024 12:06 PM
To: Jesse King; Clinton Lovelady
Cc: Public Comments; Tim Kiser
Subject: RE: Request for complaint and disciplinary action




Jesse,

Thank you for the information. Pursuant to your citizen's complaint, the police department will open an internal investigation into the event described below.

Sincerely,



Alex Gammelgard - Chief of Police
 GRASS VALLEY POLICE DEPARTMENT
 129 South Auburn St. • Grass Valley, CA 95945

 [530.477.4601](tel:530.477.4601)
 agammelgard@gvpd.net
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From: Jesse King <jesse.king20@gmail.com>
Sent: Thursday, September 12, 2024 8:19 PM
To: Alex Gammelgard <agammelgard@gvpd.net>; Clinton Lovelady <CLovelady@gvpd.net>
Subject: Fwd: Request for complaint and disciplinary action

Some people who received this message don't often get email from jesse.king20@gmail.com. [Learn why this is important](#)

Thanks for the way you handled yourself with me today, Clint.

----- Forwarded message -----

From: Jesse King <jesse.king20@gmail.com>
Date: Thu, Sep 12, 2024 at 8:07 PM
Subject: Request for complaint and disciplinary action
To: <cpiper@gvpd.net>, <public@cityofgrassvalley.com>, <TimK@cityofgrassvalley.net>, <sdehart@gvpd.net>
Cc: Maya Shepard <she.parsmaya@gmail.com>

09/12/2024

Jesse D. King
407 Chapel St
Grass Valley, CA 95945
(530) 277-3895
Jesse.King20@gmail.com

To: Grass Valley City Council, Grass Valley Police, et al

Dear representatives and officers;

I am Jesse King and I'm writing today to bring light and complaint to the issue of political discrimination by law enforcement officers who are apparently unable to either process that Donald Trump is a criminal suspect of the most heinous crimes and they have a duty to keep their personal political opinions to themselves when they are speaking for the police department ("on duty"). Grass Valley Police Officer [REDACTED] is the individual officer subject to this specific complaint..

On today's date, 09/12/2024, at about 1405 hrs, I was engaged in delivery work for Doordash. I was driving my blue Hyundai pickup truck and in the company of my girlfriend Maya Shepard, passengered in the front seat. I left the Raley's grocery store parking lot in the Pine Creek shopping center on Freeman Lane in Grass Valley, California, within the city limits of Grass Valley and within the County of Nevada. I continued toward my next order at Mountain Mike's Pizza, also in Grass Valley and just a couple hundred yards of a drive from Raley's. I stopped at the intersection of Freeman Lane and McKnight Way, a four-way stop with left-turn lanes at each limit line. As the intersection cleared and I began to proceed because it was my turn to go, the driver approaching the intersection from my left on McKnight looked directly at me, did not stop his wheels from rolling, and accelerated into the intersection to intentionally violate my right-of-way. He was a white male adult driving a 2nd-generation Toyota Tundra pickup, metallic silver/grey in color. I saw no other persons in his vehicle. I braked and sounded my horn. He stopped in the middle of the intersection and I drove around the front of his truck while I shouted from my window, "Hey! Watch the stop sign, fucker!" as I continued to drive. The subject started yelling and repeating himself, challenging me to pull over and get out while calling me a fat fuck and a faggot, among other things. He was yelling things like, "Pull over and get out of the car, you fat faggot fuck!" I turned into the McKnight Crossing shopping center, where Mountain Mike's was located. The driver forced an illegal U-turn against traffic at the Freeman x McKnight intersection and followed me into the shopping center, catching up to me quickly and then driving only several feet off my rear bumper. I was in fear for my safety and the safety of my girlfriend at this point. I drove past Mountain Mike's and continued along the storefronts from SPD Markets to Target. By yelling and driving his truck so aggressively it caused his tires to squeal several times as he closely followed me through the parking lot, his behavior attracted the attention of others in the shopping center, particularly one man I saw watching and using his mobile phone. I assumed the man was calling 911. I began yelling out my window exclamations like, "Hey, everyone! Look at this asshole chasing and threatening me!" As we passed Target and continued around the lot with him still following, I asked Maya to make pictures and video with her phone, which she did and later shared with Grass Valley Police Officer Samantha DeHart. The phone being pointed at him seemed to chill the subject's motivation to attack me and he did not follow me back into the parking lot but instead drove out to McKnight Way. As he turned away toward McKnight, near Banner Bank, he threatened me, "I'll catch you, faggot!" The threat was captured in audio recording on the video Maya

made with her phone. Maya and I went back to Mountain Mike's and we saw the offending subject drive from McKnight Way into the PineCreek shopping center, near the EV charging stations. Were it not for my conflict avoidance skills and non-violent disposition, there would have been a crime scene to investigate.

I made my pick-up from Mountain Mike's and returned to my vehicle. The man I saw watching and using the phone walked across the lot and hailed my attention. He said he was on the phone with 911 and he remained on his call. I told him I appreciated him, I told him I had a delivery to make, and I handed him my identification cards so he could tell the dispatcher my identity, which he did.. He also relayed my phone number to the dispatcher for me. I heard him spell his name to the dispatcher and it was phonetically similar to Shullenberg.

that I am sensitive due to all the discrimination I've suffered from law enforcement officers in general over my entire career, as well as my experiences as a private person, for being a liberal.

I completed my delivery (it was on Stagecoach Way in Rough & Ready, about 10 minutes from Grass Valley) and drove to the Grass Valley Police Department to make a crime report. I was greeted inside by Hannah, who kindly referred me to the dispatch phone outside for making my report, As I stepped outside [REDACTED] was there getting out of a marked CSO or volunteer car. I thought [REDACTED] was the investigations supervisor these days, due to things I've read and the plain clothes he was wearing. We exchanged a friendly greeting as we were familiar with each other, both having worked law enforcement over the past couple decades in the same communities (I was a Nevada County sheriff's deputy from 2000 to 2022). While I was on my call to the dispatch center simultaneously, I was put off by something the dispatcher said, like: "Oh, you're the party who left the scene" and I corrected her. I accepted her explanation that she misspoke or I took it wrong. I explained to [REDACTED] who was standing there while I was then on hold, and he said, "Well, they're your people," insinuating some kind of relationship because I used to be a deputy and my former agency also runs the regional dispatch center. I said "no, they always hated me for being a liberal." I tried to explain that I'm sensitive due to all the discrimination I've suffered from law enforcement officers in general over my entire career, as well as my experiences as a private person, for being a liberal. I told [REDACTED] it's become a real problem since so many cops became Trump supporters and I hoped he was not one of them. Instead of remaining professional, as was appropriately expected in this situation, [REDACTED] said, "I am one." Ignoring his duties and why I was at the police department, [REDACTED] opined people with my attitude are the problem, creating so much division. I told him no, it's that Trump is an obvious criminal and a traitor leading a white supremacist movement to overthrow our country. [REDACTED] chose that time to accuse me of denigrating his prior service to our country in the Marines, to which I said he was tarnishing his own service himself. I said, "Grab 'em by the pussy, eh [REDACTED]?" [REDACTED], in uniform, at our police department, and apparently on duty, told me, "He never said that" (It's common knowledge the world around Trump said that, and on video.) [REDACTED] let himself into a door on the side of the police department. He offered no invitation to sit inside, no offer for water or refreshment, and no kindness or consideration for us having been through what just happened to us over on McKnight Way.

This is how we can expect GVPD treats crime victims? I doubt it; but it's how some of its officers treat liberals and the poor, and it needs to be addressed effectively and immediately.

[REDACTED] committed politically motivated gaslighting for the purpose of aiding and supporting the enemies of the Constitution of the United States of America while he was on duty and in uniform at the police department. We all know officers nationwide are prohibited from engaging in political speech or activity while on-duty or representing their agency. It's conduct unbecoming and in this instance it's dangerous.

As a city resident for nearly six years now, I'm disappointed and incensed at [REDACTED] misconduct, of course, but more importantly, and egregiously so, [REDACTED] was acting as my city's police when he instilled new fear and cemented existing fears the police will lie and mistreat people for not supporting Trump. I was left to believe that if somehow Trump becomes president again [REDACTED] and his good old boys will be more than complicit with Trump's promises for "bloody" deportations and illegal detentions, seizures, and prosecutions.

I'm calling into question Grass Valley Police' recruitment, training, and retention policies and actions with regard to its members' political support of Donald Trump. We expect peace officers themselves to be selected for their ability to honor the Oath and the profession. An inability to discern Trump as a convicted felonious criminal currently indicted and suspected of many other high crimes calls into doubt the credibility and honor of every police employee, and anyone else, too, for that matter. Like, you lack the ability to see Trump and his people are criminals running a white supremacist agenda undermining the safety and security of the USA? Okay, then you're not qualified to be in law enforcement.

Like every other person does too, I deserve decency, respect, and unbiased service from the police. More than that, I deserve to feel safe at our police department. I deserve not to be accosted and confronted by a seditious liar supporting our enemies (both foreign and domestic) while behind my city's badge and while wearing police clothing and displaying a holstered gun. Trump supporters make us feel unsafe, especially when there's enough corruption already many of them have infiltrated the police agencies from coast to coast. I feel unsafe. My girlfriend feels unsafe. We are all unsafe with Trump supporters in ranks of law enforcement. It's past time to act.

I intend this letter for the public as well as I intend for it to be attached to Grass Valley Police case 62402340 for evidence; readers; please share as you will, and widely, I hope.

Sincerely,

Jesse D. King

PS: I commend Grass Valley Police Officer Samantha DeHart for her professionalism, as she was able to respond to my call and handle it well knowing I was unhappy and retired LE. Well done.



City of Grass Valley City Council Agenda Action Sheet

Title: Amended Memorandum of Understanding with the Nevada County Professional Firefighters, IAFF Local 3800 for the Employment Classifications in the City's Employees Unit #8 for the Period July 1, 2024 - December 25, 2025

CEQA: Not a Project

Recommendation: That Council 1) review the Labor Memorandum of Understanding for an eighteen-month period beginning July 1, 2024, through December 31, 2025, between the City of Grass Valley and the Nevada County Professional Firefighters, IAFF Local 3800 for the Employment Classifications in the City's Employees Unit #8; 2) adopt Resolution No. 2024-70 approving Labor Memorandum of Understanding; and 3) and authorizes the City Manager to execute the Labor Memorandum of Understanding subject to legal review.

Prepared by: Tim Kiser, City Manager

Council Meeting Date: 10/08/2024

Date Prepared: 10/02/2024

Agenda: Consent

Background Information:

Over the course of the last several months, the City's labor negotiations team has been meeting with representatives of the Nevada County Professional Firefighters, IAFF Local 3800 ("Unit 8") to come to an agreement on terms and conditions for an updated Memorandum of Understanding ("MOU") effective July 1, 2024. The City's labor team and Unit 8 have concluded the negotiations process and have been notified that Unit 8 has duly ratified the updated provisions to the MOU which are now being recommended for City Council approval.

Updated provisions to the MOU and annual estimated fiscal impacts include the following:

MOU Provision	Estimated Annual Incremental Cost
1. Term of Agreement - July 1, 2024 - December 31, 2025 (Note: the effective date will be July 1, 2024, the first day of a new pay period)	N/A

<p>2. Each classification covered by this MOU shall have an additional step (5%) added effective January 1, 2025.</p> <p>Employees currently at the top step for more than two (2) years are eligible on 1/1/25. All other employees are eligible on the applicable anniversary date after 1/1/25.</p>	<p>General Fund: \$5,100 (FY 2024-25) \$103,300 (Ongoing)</p> <p>Measure E Fund: \$3,200 (FY 2023-24) \$66,400 (Ongoing)</p>
<p>3. The monthly amount the City pays for health insurance (Medical, Vision, and Dental) will increase by \$150 effective July 2024, and by another \$150 effective January 1, 2025, for a total increase of \$300.</p>	<p>General Fund: \$35,100 (FY 2024-25) \$46,800 (Ongoing)</p> <p>Measure E Fund: \$16,200 (FY 2024-25) \$21,600 (Ongoing)</p>
<p>4. Effective July 1, 2024, employees electing to waive medical insurance coverage will receive \$405 per month if evidence of similar coverage from another source is provided.</p> <p>Effective January 1, 2025, employees electing to waive medical insurance coverage will receive \$505 per month if evidence of similar coverage from another source is provided.</p>	<p>General Fund: \$1,200 (FY 2024-25) \$3,600 (Ongoing)</p> <p>Measure E Fund: \$1,200 (FY 2024-25) \$3,600 (Ongoing)</p>
<p>5. Compensatory time off (CTO) may be accrued up to ninety-six (96) hours an increase from the previous 80-hour limit.</p>	<p>N/A</p>

Council Goals/Objectives:

The approval of an updated labor MOU between the City and Unit 8 executes portions of work tasks towards achieving/maintaining (1) a Productive and Efficient Workforce, and (2) Community Safety.

Fiscal Impact:

The estimated incremental one-time and ongoing annual costs of \$41,400 and \$153,700, respectively, in the General Fund; and \$20,600 and \$91,600 in the Measure E Fund.

Funds Available: Yes

Account #: General Fund
Measure E Fund

Reviewed by: Tim Kiser, City Manager

Attachments:

- Resolution No. 2024-70 - Approving of Unit 8 Memorandum of Understandings
- Memorandum of Understanding - Unit 8 (Markup showing changes)
- Salary Schedule - Unit 8

RESOLUTION NO. 2024-70

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY ADOPTING AN AMENDED MEMORANDUM OF UNDERSTANDING WITH THE MEMORANDUM OF NEVADA COUNTY PROFESSIONAL FIREFIGHTERS, IAFF LOCAL 3800 FOR AND ON BEHALF OF THE EMPLOYMENT CLASSIFICATIONS IN THE CITY'S EMPLOYEES UNIT #8 THE PERIOD July 1, 2024 - DECEMBER 31, 2025, AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT

WHEREAS, the labor negotiations team appointed to represent the City Council of the City of Grass Valley and representatives of the recognizes the Nevada County Professional Firefighters, Local 3800 and their designated representatives, as the exclusive representatives of the Firefighters Unit #8 have engaged in negotiations to update the labor Memorandum of Understanding (“MOU”) between the City and Unit #8; and

WHEREAS, the parties came to an agreement that 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 Nevada County Professional Firefighters, Local (Unit #8) for the period of July 1, 2024, through December 31, 2025, and authorizes the 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 8th day of October 2024 by the following vote:

AYES: Councilmember
 NOES: Councilmember
 ABSENT: Councilmember
 ABSTAINING: Councilmember

 Jan Arbuckle, Mayor

ATTEST:

APPROVED AS TO FORM:

 Taylor Whittingslow,
 Deputy City Manager

 Michael Colantuono, City Attorney

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF
GRASS VALLEY CITY COUNCIL**

AND

**NEVADA COUNTY PROFESSIONAL FIREFIGHTERS, IAFF
LOCAL 3800 FOR AND ON BEHALF OF THE EMPLOYMENT
CLASSIFICATIONS IN THE CITY'S EMPLOYEES UNIT #8**

Effective July 1, ~~2023-2024~~ – ~~December 31, 2025~~ June 30, 2024

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APPENDIX A – SALARY SCHEDULE AND CLASSIFICATIONS

APPENDIX B – PROCEDURE TO MONITOR CHAIN OF CUSTODY

AGREEMENT BETWEEN THE CITY OF GRASS VALLEY CITY COUNCIL AND THE NEVADA COUNTY PROFESSIONAL FIREFIGHTERS, IAFF LOCAL 3800 FOR AND ON BEHALF OF THE EMPLOYMENT CLASSIFICATIONS IN THE CITY'S UNIT #8 "FIREFIGHTERS" FOR FISCAL YEAR ~~20232024~~-~~20242025~~.

This agreement is made and entered into by and between the City of Grass Valley, hereinafter referred to as the "City", and the Nevada County Professional Firefighters, Local 3800 hereinafter referred to as the "Unit" or "Employees".

ARTICLE 1 - RECOGNITION

The City recognizes the Nevada County Professional Firefighters, Local 3800 and their designated representatives, as the exclusive representatives of the Firefighters Unit #8.

A. Dues Deductions

Employees may sign up for Payroll Deductions of Local 3800 dues with Local 3800. Local 3800 will certify to the City any new members of Local 3800.

City agrees to deduct dues as established by Local 3800, and premiums for approved insurance programs from the salaries of Local 3800 members. The sum so withheld shall be remitted by the City, without delay, directly to Local 3800 along with a list of employees who have had such amounts deducted. Local 3800 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 Local 3800 dues.

It shall be the sole responsibility of Local 3800 to procure and enforce payroll deduction of dues.

Local 3800 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 Local 3800 dues which the employee was obligated to pay, but failed to pay regardless of the reasons.

Any Local 3800 member who notifies the City of their desire to discontinue dues or otherwise withdraw from Local 3800 membership shall be referred to Local 3800. The City agrees to

continue all dues deductions until notified of a deduction change by Local 3800,

The City will provide Local 3800 with 10 days' advance notice by email to the Local 3800 President of any new employee orientation as provided under California Government Code §3556. A designated Local 3800 representative will be given access and a reasonable amount of time without loss of pay during all new employee orientation meetings to communicate with the public employees that Local 3800 represents to ensure the effectiveness of state labor relations statutes, meaningfully communicate through cost-effective and efficient means with the public employees on whose behalf it acts, and afford Local 3800 representatives an opportunity to discuss the rights and obligations created by this MOU and the role of Local 3800, and to answer questions.

The City will provide Local 3800 by email to the Local 3800 President with a list of the name, job title, department, work location, work telephone number, home telephone number, personal cellular phone number, personal email address, and home address of any new employee in Local 3800's bargaining unit within 30 days of hire or by the first pay period of the month following hire as provided under California Government Code §3558.

The City will provide Local 3800 by email to the Local 3800 President with a list of all employees in Local 3800's bargaining unit at least every 120 days. The list will include each employee's name, job title, department, work location, work telephone number, home telephone number, personal cellular phone number, personal email address, and home address.

Nothing in the article is intended to limit or abridge the provisions of AB 119 as codified in California Government Code sections 3555 to 3599.

2. In compliance with SB 191, if the City has not conducted an in-person new employee orientation within thirty days of a newly hired employee's start date, and the new employee is working in person, the Association has a right to schedule an in-person meeting at the worksite during working hours. During that meeting, the exclusive representative shall be permitted to communicate directly with newly hired employees in the applicable bargaining unit for up to 30 minutes. The newly hired employees must be allowed paid time off, and relieved of other duties, for attending the meeting. Upon receiving a request from the Association, the City will provide an appropriate on-site meeting space within seven calendar days. This provision expires June 30, 2025.

ARTICLE 2 – SUPPORT OF AGREEMENT

A. Conditions

1 During the term of this Agreement, the City agrees to meet and confer only with the representative(s) officially designated by Local 3800 to act on its behalf 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 the City's behalf, and to utilize the meet and confer process as the means of gaining consensus as to wages, hours and conditions of employment.

2. During the term of this agreement 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 – MANAGEMENT PROCEDURAL PREROGATIVES

A. Understanding

1. It is understood that the City retains the procedural prerogative to initiate or to refrain from initiating actions that may affect unit 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 Agreement, 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 unit 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 Agreement.
2. The employees recognize and agree 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 Document, all powers, rights, authority, duties and responsibilities conferred upon, and vested in it, by the laws of the Constitution of the State of California and of the United States and the provisions of the City Charter.
3. The employees recognize and agree 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 Agreement or applicable law.
4. The employees recognize and agree that the City's powers, rights, authority, duties and responsibilities include, without limiting the generality of the foregoing, the exclusive right to manage, plan, organize, staff, direct and control; to determine levels of service; 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 Agreement.
5. It is understood and agreed that the specific express provisions contained in this Agreement shall prevail over employer practices and procedures and over all applicable laws to the extent permitted by law, and that in the absence of specific provisions in this Agreement, such practices and procedures are discretionary with the City. Nothing contained in this Agreement 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 therein.
6. If a conflict arises between this agreement and a City Charter provision or resolution incorporated herein, the City's Charter provision or resolution shall prevail.

ARTICLE 4 – HOURS OF WORK AND BASIS OF COMPENSATION

A. Pay Periods

The “pay period” shall be fourteen (14) calendar days from Sunday at 0800 to 0800 on the second Sunday thereafter, and refers to the period of computing compensation due for all normal working days during that period. Actual payment of payroll shall be made the ensuing Friday following the end of the pay period. The employee or his designee with valid ID may pick up payroll after 12:00 noon that Friday at the employee’s assigned station. There are twenty-six (26) equal pay periods per year.

B. Work Periods

1. For employees assigned to Shift Work, the work period will be a twenty-eight (28) day work period.
2. The average weekly duty hours shall be fifty-six (56) hours per week for Shift Employees.
3. The Bi-weekly average work hours shall be one hundred twelve (112) hours for positions of Firefighter, Engineer and Captain who are assigned shift work at fire station(s) and shall coincide with the established two (2) week pay period (consisting of fourteen (14) days or two (2) weeks).
4. A Standard work period for employees assigned forty (40) work hours per week is 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 normal working days during that period.
5. Payroll checks will be available the ensuing Friday by noon following the end of the pay period. Direct deposit pay checks will have funding available on the morning of the Friday payroll date.

C. Calculation of Compensation

1. Compensation for Shift employees is based on twenty-seven hundred, fifty-six (2,756) hours per year. The payment of compensation shall be calculated to the nearest one-quarter (1/4) hour. The amount of salary for the first pay period in a twenty-eight (28) day work period shall be calculated by multiplying the hourly rate by one hundred six (106) hours. The second pay period of a 28-day work period will be 106 hours at the hourly rate plus FLSA overtime and other appropriate compensation earned during the entire 28-day work period.
2. For employees working a Standard work period pay is based on 2,080 hours per year with twenty-six (26) equal pay periods per year. The payment of compensation shall be calculated to the nearest one-quarter (1/4) hour.
3. Compensation is based on the hourly rates and pay schedule set forth in Appendix A. Adjustments in hourly rates are rounded up to the next penny, but may not exceed the top of any pay range.

D. Work Day

1. For Shift Employees working the normal work day means each day on which a shift employee performs a normal working shift of twenty-four (24) hours including holidays, Saturday and Sunday. No work hours will be added or deducted due to daylight savings changes.
2. For employees working a Standard 2,080 hours per year the normal work day means each day on which an employee performs a normal working shift of eight (8) hours, including holidays, Saturday and Sunday. All time appropriately authorized in excess of eight (8) hours per workday shall be administered pursuant to Article 5. Work periods may be adjusted to reflect alternative work schedules. The normal work day is 8:00 am to 5:00 pm.

E. Work Schedule

The work schedule for employees will be posted fourteen (14) days prior to the work period. The normal work schedule for 2,080-hour employees is Monday through Friday.

F. Lunch Period

Employees are allowed a one (1) hour lunch period.

G. Rest Period

1. Employees are allowed one (1) fifteen (15) minute rest period during the mid-morning hours and one (1) fifteen (15) minute rest period during the mid-afternoon hours except in the case of an emergency response.
2. Employees working 8 hours per day (or alternate schedule) are provided one paid fifteen (15) minute rest period for each half of the workday and a one-hour lunch break, generally in the middle of the workday. Lunch period and rest periods generally are not to be taken within one (1) hour of start or ending times.

H. Shift Trades

With approval of the Fire Chief or designee, the trading of hours between employees may occur without overtime or other financial liability to the City. The trading of time between employees may occur from one work period to another. All such trades will be voluntary by the employees affected. All shift trades shall be scheduled in accordance with Standard Operating Procedure (SOP) #110.

ARTICLE 5 – OVERTIME; CALLBACK; STANDBY; COURT TIME; TRAINING TIME

A. Overtime

1. Policy - The Fire Chief or his designee will schedule the work of the department so that shift employees will normally not work more than their assigned shifts in a twenty-eight (28) day work period. Overtime work will be held to a minimum consistent with the necessary staffing requirements of the fire department and emergencies within the city.
2. Defined -
 - a. Overtime is authorized time worked in excess of two hundred, twelve (212) hours in a twenty-eight (28) day work period.
 - b. Employees who work in excess of two hundred and twelve (212) hours in a twenty-eight (28) day work period, will receive time and one half (time or pay) for all hours worked in excess of two hundred and twelve (212) during the work period.
 - c. Employees who work less than two hundred and twelve 212 hours in a 28-day work period will receive straight time (time or pay) up to two hundred and twelve (212) hours.
 - d. For employees working a Standard work period, overtime is authorized for time worked in excess of the assigned daily shift, provided total time worked in excess of forty (40) hours in a work week. Time may be adjusted to reflect alternative work schedules.
3. Authorization for Overtime Work - Overtime work not specifically authorized through the scheduling process shall be performed only upon express authorization of the Fire Chief or designee empowered by him/her to authorize the same.

4. Reporting Overtime - Total hours of recorded authorized overtime for each work period for each employee shall be reported on attendance reports and shall be signed by Fire Chief or designated alternate. 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 advances.
6. Compensation for Overtime -
- a. Compensatory time off (CTO) may be accrued up to ~~eighty-ninety-six (8096)~~ hours. These limits may be exceeded due to emergencies, but are to be brought into compliance as soon as operationally possible.
 - b. An employee shall have the option to request compensatory time in lieu of paid time for overtime necessitated by call backs, training, sick leave, holiday, or vacation coverage. Approval from the Chief or designee is required. Strike team and overhead assignments will be paid only in overtime pay.
 - c. Employees who work less than 212 hours in a 28-day work period will receive their regular straight time pay, by including any available leave credits to reach the 212-hour level. Vacation, floating holidays, sick leave, bereavement, jury duty and compensatory time off shall count as time worked for the purpose of computing overtime.
 - d. Compensation received through the payment of workers compensation pay (4850) time shall not count as hours worked for the purpose of computing overtime.

B. Callback Time

1. Callback time shall be that time an employee is called back to work by the Fire Chief or his designee before or after a normal work shift when an employee is required to work on normal time off. The time actually worked, or a minimum of three (3) hours, may be paid or accrued as compensatory time off. Calculation subject to the 212-hour limit provided in Article 5, A (2).
2. Employees called back from vacation or compensatory time off leave shall be paid straight time for such hours worked.
3. Employees working a standard shift who are called back shall receive a minimum of 3 hours call back pay at the overtime rate. Additional hours in excess of the minimum 3 hours of call back time worked will be treated as overtime or straight time based on the actual hours worked in the 212-hour work period.

C. Standby Time

Standby time shall be that time an employee is designated by the Fire Chief to be available on immediate call on normal days or hours off. If not called, the employee shall be compensated for the actual time on stand-by with a minimum of three (3) hours accrued as compensatory time or pay subject to the same rules for callback time.

D. 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 as call back time and shall be computed on the basis of the actual amount of the time the employee is required to appear in court, rounded to the nearest one quarter (1/4) hour.

E. Training Time

1. The City recognizes the importance of training for Unit members and strives to provide a minimum of two formal, career related training opportunities per year. Employee-requested and Department approved training will include tuition, per diem and coverage of normally scheduled shifts at City expense. Employees will not receive any overtime for requested training. Probationary employees will only be approved for classes needed to complete probation. The location of the approved training will be at the Department's discretion. All approved training funded by the City is subject to budgetary limitations.
2. Mandatory training, scheduled by the Department, will be at the City's expense, including any employee overtime pay.
3. Expenses incurred must be in accordance with City travel expense policy. In addition to training provided in item 1 above, employees may be granted relevant and job-related classes at the discretion of the Chief with the sharing of costs to be mutually agreed upon by the employee and Chief.
4. Employees returning from week long (40 hour) training programs to a regularly assigned shift, will be granted administrative time for the remainder of the shift that falls on the same day of their return from training. The employee may choose to work the shift.

F. OVERTIME FOR STANDARD TIME EMPLOYEES

1. Overtime for employees assigned an 8 hour day or approved alternative shift: It is the policy that overtime work be discouraged and that work be arranged so that full-time Employees shall normally work not more than eight (8) hours per work day or more than forty (40) hours per week, or more than eighty (80) hours in any pay period, and that overtime work be held to a minimum consistent with the efficient performance of necessary functions. Hours are subject to change based on alternative work schedules.
2. Overtime is authorized time worked in excess of eight (8) hours in a normal day or forty (40) hours per week. Subject to modification based on alternative work schedules. 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 (such calculation being non-cumulative for the same hours). Overtime will be paid, unless requested and approval received for compensatory time. Compensatory time is limited to no more than 120 hours.
3. If a position is authorized to work an alternative work schedule the overtime calculations will be based on the authorized workday (i.e., a 9- or 10-hour day).

ARTICLE 6 – LEAVE

A. Absence from Duty

The absence of an employee from duty shall be reported according to department S.O.P. Unauthorized absence from duty is sufficient cause for discipline up to and including termination of employment. Unauthorized absence from duty for two tours (96 hours) shall be deemed a voluntary resignation from City employment. For Standard time employees unauthorized absence from duty of five (5) days shall be deemed a voluntary resignation for City employment.

B. Sick Leave

1. Shift Employees shall be entitled to accrue 7.5 hours of sick leave per pay period (195 hours per year). 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.
2. Standard Time Employees shall be entitled to accrue 3.69 hours of sick leave per pay period (96 hours per year). 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.

C. Sick Leave Usage

1. 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 disease.
 - 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, stepparents, 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. the medical appointment of an employee.
 - d. the absence from duty of an employee due to the 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 2000, and SB 1471, as enacted in 2003)
2. If absence from duty by reason of sickness extends beyond the period of two (2) work shifts (48 hours), the officer or employee may be required to provide, to the Fire Chief or his/her designee, a verification of sickness or disability prepared by a regular, licensed and practicing physician prior to entitlement to sick leave pay. All employees whose absence from duty because of sickness extends beyond two (2) calendar weeks shall cause a weekly report or certificate by a regular licensed and practicing physician to be filed with the Fire Chief or his designee. 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 employee. The Fire Chief or his designee 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 Fire Chief is aware of information that an employee is abusing sick leave. No employee will be disciplined for insubordination based on the refusal to work when he or she has elected to use accrued

sick leave but will remain subject to discipline for any abuse or dishonesty in the use of sick leave.

D. Worker’s Compensation Pay

Employees absent from work under Labor Code Section 4850 shall be compensated for those scheduled hours at straight time.

E. Bereavement Leave

1. Employees shall be granted leave of absence with pay not to exceed two work shifts (48 hrs.) per fiscal year non-cumulative for the purpose 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, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, step parents or any relative living in the immediate household of the employee.
2. Leaves in excess of the 2 work shifts as specified above (or in case of additional deaths) shall be charged to vacation or compensatory time, in accordance with AB 1949..
3. Standard Employees will receive 40 hours of time to be used in the same manner as provided for in this section.

F. Vacation Leave

1. Following completion of twelve (12) months of continuous service, an employee shall receive credit for vacation pay in accordance with the following schedule for shift employees:

Up to two 2 years.....	144 hours per year (5.54 hours per pay period)
2 years plus to 5 years.....	168 hours per year (6.46 hours per pay period)
5 years plus to 10 years.....	216 hours per year (8.31 hours per pay period)
10 years plus to 15 years.....	240 hours per year (9.23 hours per pay period)
15 years plus to 20 years.....	288 hours per year (11.08 hours per pay period)
20 plus years	312 hours per year (12 hours per pay period)

Credit for Standard work week employees will be as follows:

Up to 2 years	80 hours per year (3.08 hrs per pay period)
2 plus years to 5 years	96 hours per year (3.69 hrs per pay period)
5 plus years to 10 years	120 hours per year (4.62 hrs per pay period)
10 plus years to 15 years	140 hours per year (5.38 hrs per pay period)
15 plus years to 20 years	160 hours per year (6.15 hrs per pay period)
20 plus years	176 hours per year (6.77 hrs per pay period)

2. All vacation hours earned by an employee shall be vested to such employee at the conclusion of each pay period.
3. Shift Employees will be permitted to accumulate accrued vacation hours until reaching maximum cap limit of 420 hours. No more than 420 hours of accrued vacation may be carried over to the next calendar year. Once the shift employee reaches the cap limit of 420 hours, vacation shall not

- continue to accrue until the shift employee has used accrued vacation hours to lower the accumulated accrued vacation hours below 420.
4. Standard Employees will be permitted to accumulate accrued vacation hours until reaching maximum cap limit of 320. No more than 320 hours of accrued vacation may be carried over to the next calendar year. Once the employee reaches the cap limit of 320 hours, vacation shall not continue to accrue until the shift employee has used accrued vacation hours to lower the accumulated accrued vacation hours below 320.
 5. Vacation will be scheduled in accordance with Department SOP #109. In the event an employee is not permitted to schedule and take vacation as caused by the City, which results in the employee exceeding the accumulation limits, the Fire Chief, may upon request of the employee, request the City Manager to approve a 90 day extension of time, in which vacation time will be scheduled that will bring the employee's accrued time below the hour limit. For vacation requested for the same period, seniority with the Fire Department will determine the order which employee receives their vacation request first.
 6. Vacation Elective cash-out provisions:
Employees may, once each calendar year during the month of December, request payment in lieu of vacation if the following conditions are met:
 - a. The employee has taken a minimum of 96 hours of vacation and/or holiday hours off in the current calendar year as of the last full pay period ending in the month of November;
 - b. The employee has no less than 200 hours of accrued vacation and holiday hours as of the last full pay period in the month of November; and
 - c. The Employee utilizing this provision submits an irrevocable election by December 31st of the calendar year prior to the calendar year in which the vacation hours to be cashed out are earned; and
 - d. The requested cash out will coincide with the applicable IRS tax year based upon the check dates; and
 - e. 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; and
 - f. The requested vacation cash outs will be paid by the last paycheck of the calendar year in which the vacation hours are earned.

G. Holiday Pay

1. All non-shift unit members shall receive pay in lieu holidays. Personnel assigned to the following classifications, which must be staffed each day of the week, are not granted official City holidays as days off with pay:
 - Firefighter
 - Engineer
 - Captain
2. Effective July 1, 2022, in lieu of City holidays, employees in the classifications above received 5% increase in base salary.

3. In the event an employee wishes to observe a city holiday they must submit a request for vacation or CTO time off and receive approval from their supervisor.

Holidays (For Non-shift {40 hr per week employees} only)

1. Holidays shall mean those days or hours designated as such by or pursuant to this Agreement, City ordinance or resolution. The holiday is the day as observed by the City. For Standard Work Week employees holidays are recognized as 8 hour days.

Recognized holidays shall include:

- | | | |
|-----|--|--|
| (a) | New Year's Day
Martin L. King Day
Presidents' Day
Memorial Day
July 4th
Labor Day | Columbus Day
Veterans' Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day |
| (b) | 2 Floating Holidays | |

H. Jury Duty Leave

An employee shall be paid their normal salary for each work day or portion thereof; they are required to be on jury duty. Any money received by the employee for jury duty shall be remitted to the City by the employee, less travel expenses.

I. Family and Medical Care Leave

1. A regular full-time employee, with more than one year of continuous service, or who has worked more than 1250 hours during the previous 12 months, may request a Family and Medical Care Leave of absence of up to 12 weeks in any one continuous 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 one's own health condition that makes the employee unable to perform the essential functions of the job. If this leave is granted, upon return, the employee will be reinstated to the same or a comparable position as the position held before the leave unless such a position no longer exists. 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 accrual (holiday, CTO, vacation). If all available accrual is depleted an employee may continue on an unpaid leave until the 12-week maximum leave is taken. If an employee desires to take an FMLA or CFRA leave not associated with the serious health condition of him or herself, or an eligible family member, sick leave hours accrued may not be used.
2. Whenever possible, the employee must provide at least 30 days written notice that they wish 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.
3. The City will require the certification from the health care provider who is attending to the serious health care condition of the employee, the 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) (without being given a diagnosis) at City expense. Unless otherwise agreed to by the City, any Family and Medical Care Leave must be taken in segments of one full work day (Shift).
 4. If the employee is pregnant, she is entitled to pregnancy disability leave and/or Family and Medical Leave in accordance with California and federal law.
 5. The cost of the health care coverage while on a Family and Medical Care Leave less any portion of the premium required to be paid by the employee will be paid for by the City for up to 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 their behalf.
 6. 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 7 – RETIREMENT

A. CalPERS Pension Definitions

New Member Employees:

- 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 months.

Classic Member Employees:

- 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 months.

B. New Member Retirement Benefits

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

C. New Member Retirement Contributions:

The employee contribution rate shall be 50 percent of the “normal cost” rounded to the nearest quarter of 1 percent, as determined by PERS annually.

D. Classic Member Retirement Benefits

Employees hired before January 1, 2013 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.

E. Classic Member Retirement Contributions

Classic Member Employees shall pay a total pension contribution of 12%.

F. Supplemental Retirement Benefits

1. The City shall provide a supplemental retirement benefit to each eligible employee covered under the terms of this Agreement who attains normal retirement age. The term "normal retirement age" is the age at which an employee first becomes eligible to receive a disbursement of a retirement benefit under the terms of the employee benefit plan described in section A of this Article. The term "eligible employee" is limited to those employees who leave City employment for the sole reason of retiring under a PERS regular service retirement, disability retirement, or industrial disability retirement provision.
2. For employees hired before January 1, 2024 with at least ten years of service with the City fire department are eligible for the benefit provided under the terms of this section. They are eligible for a one-time lump sum payment, calculated on the basis of 50% of the straight time value of the retiring employee's accumulated but unused sick leave, up to 520 hours (maximum pay out of 260 hours) on the date that the employee retires from City employment. The reference to sick leave hours 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 days shall be computed solely and exclusively on the basis of the non-overtime normal base wage rate paid to the employee, and no overtime premiums, or any other type of premium pay, incentive 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.

3. Any employee that shows an effective date of retirement into the PERS system within 120 days of separation from employment with the City shall be credited with PERS service credit for all accumulated but unused or uncompensated sick leave.
4. Consistent with the sick leave provisions of this Agreement, any employee whose employment with the City terminates for any reason 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. 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. Notwithstanding the limitations contained in this section, the City shall pay a supplemental benefit consisting of all unused sick leave to the estate of any employee covered by the MOU who is killed in the line of duty.

G. Retiree Health Insurance Benefit

1. For employees hired prior to January 1, 2024 retiring from the City under PERS, after twenty-five (25) or more years of City service, is eligible for the following retiree health insurance benefit:
 - a. The City will pay the statutory administrative fee for PERS coverage.
 - b. The City will pay 50% of the cost for medical insurance for the employee or employee plus 1. Amount will be equal to lowest cost available PERS insurance plan for Nevada County regardless of the plan selected by the employee of the medical plans offered by the City through PERS.
2. To receive this benefit a retiree must provide annual evidence of health insurance coverage to the Human Resources Department.
3. Such benefit will cease upon the retiree receiving group medical insurance coverage from another employer or receiving coverage through 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 8 – SALARY SCHEDULE

A. Salary Ranges for Unit Classifications

The salary ranges for unit classifications shall remain as set forth on the attached schedule, referenced as Appendix A.

- Each classification covered by this MOU shall have an additional step (5%) added effective January 1, 2025.
 - Employees currently at top step for more than two (2) year eligible 1/1/25.

o All other employees are eligible on applicable anniversary date after 1/1/25.

- ~~Effective the first full pay period following MOU ratification by Local 3800 and MOU approval by the City Council, employee pay rates for all Local 3800 members shall increase by 3%.~~
- ~~Effective the first full pay period following MOU ratification by Local 3800 and MOU approval by the City Council all Local 3800 members shall receive a one-time Off-Salary Schedule Payment of \$1,000.00. This payment shall not be considered pensionable income pursuant to CalPERS rules.~~

B. Certificate and Educational Incentive

1. The City shall offer an Academic Education Incentive program with a maximum cumulative (certificates and degrees) ceiling of 11% of base salary. Only certificates and degrees granted by accredited institutions and are job related, which are above the minimum educational requirement of the employee's position and enhance the employee's abilities and contributions will be considered.. If an application for this incentive is denied it may be grieved.
2. The eligible degrees and certificates and corresponding incentives are as follows:

Unit 8 members shall be granted 1.25% of base pay for each listed certificate with a maximum of 8.5%.

Approved certificates:

- Chief Officer;
- Confined Space Technician;
- Fire Officer;
- Instructor III;
- Possession of both Fire Investigator I and Inspector I;
- Fire Fighter 2;
- Fire Control 3;
- Fire Control 4;
- HazMat Specialist;
- Rapid Intervention Crew Tactics or Firefighter Safety and Survival;
- Rescue Systems 1;
- Rescue Systems 2;
- Swift Water Rescue Technician;
- California State Fire Training, Rope Rescue Operations;
- California State Fire Training, Structural Collapse Specialist 1;
- California State Fire Training, Confined Space Rescue Technician;
- California State Fire Training, Structural Collapse Specialist 2 ;
- California State Fire Training, Trench Rescue Technician;
- California State Fire Training, Rope Rescue Technician;
- Other certificates could be added by mutual agreement.

Unit 8 members shall be granted 2.5% of base pay for each listed degree with a cumulative maximum of 5%.

<u>Approved Degrees:</u>	<u>% of Base Salary</u>
Associate of Arts or Science	2.5%
Bachelor of Arts or Bachelor of Science	2.5%
Master of Arts or Master of Science	2.5%

3. Paramedic Incentive

Firefighters and Engineers with a current California paramedic license shall be eligible to receive a paramedic stipend of \$600 a month. Captains with a current California paramedic license shall be eligible to receive a paramedic stipend of \$600 a month when operating as a medic performing ALS skills (when necessary) full time to be eligible for stipend.. There will be a cap of 8 people receiving a paramedic stipend at any one time.

These incentives shall be given as an hourly equivalent.

Parties agree to meet and confer over the details of the ALS program upon request and as needed throughout the term of the MOU.

4. Deputy Fire Marshal

The Fire Marshal shall receive the hourly equivalent of \$600 a month.

5. Expanded Scope EMT Incentive

EMTs who show, at a minimum, proficiency in all expanded scope EMT skills (as defined by SSV) and 12 Lead EKG application shall receive a stipend of \$100.00 a month (hourly equivalent).

Proficiency is required within six months from date of hire. Proficiency shall be proven with an SSV-approved testing process. EMTs must demonstrate proficiency annually.

Expanded scope EMT shall be required within twelve months of hire for new employees, and shall be an MQ for career employees twelve months after ratification.

6. Advanced EMT (LALS) – Limited Advanced Life Support

The Advanced EMT shall receive a stipend of \$300 a month

C. 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 a listing of eligible candidates will enter the probationary periods at the base salary of the range applicable to the job. The Fire Chief may recommend elevation above the entry level step to compensate for education, experience or as a recruitment incentive.
3. All employees shall be eligible for a merit step increase to the next step in pay range every twelve months until the end of his or her pay range. No advance in pay shall be automatic upon completion of the periods of service outlined hereinabove. All increases shall be made on the basis of merit as established by the employee's service, and after the recommendation of the department head and approval by the City Manager. Increase in pay shall be withheld in cases of inferior work, lack of application, or indifferent attitude. Employees denied a merit increase will be eligible for reconsideration 6 months following their initial review date.
4. Upon recommendation of the Fire Chief and approval of the City Manager, any employee may be given an administrative raise to the next step in range, but not more than one in eighteen (18) months. The administrative raise is not a right, but may be given for outstanding services. A 2-1/2% administrative raise may be given above the five-step range schedule.
5. An employee promoted from a Fire Department promotional list shall move to the closest salary step in the new class that gives a minimum of a 5% increase over base pay, not to exceed the top of the pay range, as recommended by the Fire Chief to the City Manager. The date of the promotion will establish a new anniversary date for the employee's future performance evaluations. 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 promotion.
6. Employees transferred from one department to another in the same classification will continue to receive the same salary and will have no change in their anniversary date and would not be subject to a probationary period.
7. Allocation to a class with Lower Salary Range (Voluntary Demotion or Reclassification): If the salary range of the new class to which an employee's position is allocated has a maximum 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 to move by a merit increase in the proposed 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.
8. An employee reassigned by management to a position in a lower classification (demotion) will move to the closest salary step in the new class that provides a minimum 5% decrease in base pay. The anniversary date for future evaluations will be the date of the demotion.
9. 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 with the new position, as by the very process the position has fundamentally changed. If the position is used by other departments the position being reclassified will be eliminated from the department impacted. 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 rate 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.

D. Acting Pay

The City recognizes the operational and career development value of assigning qualified employees to act in higher ranks. In the absence of employees assigned to higher ranks, and in accordance with policy set forth by the fire chief, a qualified employee may move into the position in an acting capacity. Employees electing to serve in acting assignments will be subject to the following:

1. Qualified employees may serve in an acting capacity in the battalion chief, captain and engineer positions. In the event that a qualified acting battalion chief does not exist or is not available, a NCCFD battalion chief may be assigned the duty.
2. To qualify to serve in an acting capacity, an employee must have achieved a passing score on the last promotional or open/promotional testing process the City has offered for the acting position.
3. The job responsibilities of the employee serving in an acting capacity shall be based upon those described in the current position duty statement for the position. Those responsibilities may be modified by the fire chief.
4. Employees meeting the minimum requirements for working in an acting capacity shall be paid a five percent (5%) pay differential for work done in the acting capacity.
5. Individuals performing acting duties must serve in such assignment for at least twelve (12) hours to qualify for acting pay. If such assignment continues past twelve hours, the differential will be paid for all hours worked on that assignment.
6. Qualified actors may be used for station coverage and/or strike team assignments.
7. Payments to employees for acting assignments will be made each pay period.
8. Employees may be removed from the list of eligible employees for acting purposes for cause.
9. In no event will an out of class or acting assignment exceed 960 hours per fiscal year, pursuant to Gov Code Section 24080.

E. Specialist Classifications

Parties agree to continue to meet during next round of negotiations regarding classification duties. City proposes establishment of Specialist level for classifications. Differential of 2.5% +/-

F. Longevity Pay

Effective the first full pay period following MOU ratification by Local 3800 and City Council approval of MOU, 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.

ARTICLE 9 - 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. 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:

Effective July 1, 2024:

- a. For Employee only - ~~\$814,964.00~~;
- b. For Employee plus 1 dependent- ~~\$1,622,772.00~~;
- c. For Employee plus 2 or more dependents- ~~\$2,130,280.00~~.

Effective January 1, 2025:

- a. For Employee only - \$1,114.00;
- b. For Employee plus 1 dependent- \$1,922.00;
- c. For Employee plus 2 or more dependents- \$2,430.00.

2. Effective July 1, 2024, Employees electing to waive medical insurance coverage will receive a payment of \$305-405 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 vision coverage.

Effective January 1, 2025, employees electing to waive medical insurance coverage will receive a payment of \$505 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 vision coverage.

3. All benefits shall be subject to the standard provisions set forth in the policy or policies, or P.E.R.S. regulations.
4. Disputes concerning the hospital/medical, vision and life insurance provided pursuant to this agreement, 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.
5. Subject to provisions of this MOU and policies of the insurance carrier, retirees and their dependents may, at their own expense, continue coverage under the City's program, which may extend beyond the COBRA period.
6. The City will provide term life insurance coverage in the amount of \$50,000.00 for each employee, \$5,000.00 for the employee's spouse, and \$1,500.00 for other eligible dependents.
7. **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 10 - SCHEDULING OF SHIFTS

A. Authorized Personnel

1. Shift assignments will be in effect for 12 months unless an emergency warrants a change. The shift assignments will not be changed during the year unless requested by the employee or employer and only after a meeting has been held between the affected employee(s) and the Chief or his designee. Emergencies include, but are not limited to the necessity to staff for unplanned employee events that require a change for proper coverage. All emergencies will be handled as the situation requires. Changes that occur as a result of the meeting between the Chief or his designee and the affected employee(s), shall not take effect for at least fourteen (14) calendar days following notice to the employee(s), unless an earlier date is mutually agreed to by all parties.
2. The Fire Chief or his designee or under the direction of the City Council may assign one hundred (100) percent of the total number of employees of the Fire Department to work overlapping shifts in cases of emergencies as determined by the City Council.
3. For the term of this agreement the Chief or designee may temporarily change or alter shifts for the purpose of providing relief coverage on alternate shifts. These shift changes may occur where staffing will fall below minimum levels as a result of planned or non-emergency absences of other employees. It is preferred by the City that Employees use hours earned because of working a flexed or alternate shift within the 28-day work period in which they were earned which are considered straight time hours. It is recognized that the use of flex time earned within the same work period is not always achievable or desirable and employees will be granted comp time for time worked and not taken during the 28-day work period. Flexibility in scheduling will be done in accordance with departmental standard operating procedures.
4. For the term of this MOU City of Grass Valley firefighters will be assigned regular shifts to City fire stations.
5. All available shifts will first be offered to Unit 8 employees before filling vacancies with temporary assistance or employees from other agencies.

ARTICLE 11 - PROMOTIONAL OPPORTUNITIES

Promotional examinations will follow the current Civil Service Rules. The Fire Chief will determine if there are sufficient qualified employees for an internal department list, generally consisting of at least 3 qualified personnel. If there is a need to create an open list, existing Unit 8 members will receive 3 career points after successful completion of the examination process.

ARTICLE 12 - UNIFORMS

Employees shall receive a uniform allowance of \$1,200.00. The allowance will be paid twice each year, with one half in July and one half in January. Payment will be made with first full pay period of the month and be made as part of the normal pay check. The allowance will be prorated for each full month of employment for new employees. Employees leaving city employment are not entitled to any proration of uniform pay.

A. Care of Uniform

- a. New hires will purchase a Class A uniform within two (2) years of hire.
- b. All uniforms will be kept in a clean and well-maintained condition.

B. Special Compensation

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). 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. 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 - REDUCTION IN FORCE AND RE-EMPLOYMENT

A. In Lieu of Layoff

1. In lieu of layoff, the City may pursue consideration of a furlough or reduction of hours on a department basis as follows:
2. City Council makes a finding that for reason of lack of work or lack of funds that a reduction in personnel is needed.
3. 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 standard basis by class within the department, not to exceed 48 hours (2 shifts) per fiscal year. Should the City desire to utilize more than 48 hours of involuntary furlough time in a fiscal year, The Grass Valley Fire Department employees will be consulted and shall have the option of agreeing to permit the City to utilize up to an additional twenty-four (24) hours of involuntary leave for a total of 72 hours or refusing such request. If the request is refused the City shall have the option of reducing the force through layoffs.
 - iii. For employees working 8-hour shifts, involuntary furlough time may not exceed 80 hours per fiscal year. If additional time is desired the City may request an additional 40 hours of time for a total of 120 hours. If the request for additional hours is refused the City shall have the option of reducing the force through layoffs.
 - iv. 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. Provided the savings are achieved within the same time period (fiscal year) as the assignment of furloughs.
 - v. If any of the options above (except iv) are chosen and include furloughs of employees, no impact to benefits shall occur. Insurance will still be paid by the extent agreed to in this MOU. Leave accruals will continue at the full-time rates and will not be prorated for furlough day(s). Retirement contributions and related benefits shall be maintained as if no reduction in time had occurred and full year PERS service credit will be retained, unless precluded by PERS.4. Upon reduction in force, permanent employees appointed to jobs with a lower pay range shall be given the next step up in the range lower than the range from which he/she was reduced. (i.e.: If employee is Range 2, Step C, upon appointment to lower pay range due to reduction in force, employee would be Range 1, Step D).

B. Treatment of the Employees Laid Off

1. When the Fire 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 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, 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.
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 previous classification, he/she shall displace first in the highest classification to which he/she is eligible.
4. In accordance with 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 eligibles for that class;
 - c. From the appropriate competitive register of eligibles.
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 in a classified position in the City of Grass Valley Fire Department, including periods of approved leaves of absence.
2. Credit allowable by the Personnel Commission for length of service shall be calculated on the basis of the years of continuous employment including approved leaves of absence dating from the first day of such continuous employment in any department or departments of the City of Grass Valley as a classified employee.
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 approved leaves of absence.

ARTICLE 15 - DISCIPLINARY ACTION

A. Principle

1. Every Firefighter and employee shall retain his/her employment so long as it exists under the same or a different title, during good behavior, and shall not be suspended, fined, demoted, removed, or otherwise penalized, except as provided in the below paragraphs.
2. This article is subject, however, to every provision of the Constitution and applicable state statutes designated as a general ground of forfeiture of office, or employment or imposing a criminal liability.

B. Disciplinary Process

1. The purpose of disciplinary action is to correct deficiencies in employee performance, to seek improvement to meet appropriate standards, and/or to correct for violation of City policies. The disciplinary process outlined below has been established to provide general guidelines for a fair method for disciplining employees. Performance appraisals and non-punitive constructive disciplinary actions which are designed to assist an employee to improve his/her performance are excluded from the procedural rights specified in this Section.
2. Discipline may be initiated for various reasons, including, but not limited to violations of City and/or Department work rules, insubordination or poor job performance. The severity of the disciplinary action depends on the nature of the offense and an employee's record, and may range from verbal counseling to immediate dismissal.
3. The normal progressive discipline procedure steps consist of the following, which will be administered in compliance with the Firefighters Bill of Rights.

C. Informal Actions

1. **Verbal Counseling:** An opportunity to communicate in a non-punitive fashion that a problem is perceived and that the supervisor is available to help solve it. This action cannot be appealed.
2. **Documented Counseling:** A written record of performance issue accompanied by a written performance improvement plan including timeframes. A copy of this counseling is given to the employee and one copy is filed in the supervisor's working file until the employee's next performance evaluation, where such counseling may be noted and then removed from the supervisor's file and destroyed.
3. **Letter of Warning:** Informal action generally used after counseling has failed. Letter to document performance failures and advise employee that if situation continues, a formal action will follow.

D. Formal Disciplinary Actions

1. **Written Reprimand:** A written communication to the employee that an offense has been committed. This action can be discussed with the Fire Chief if so requested by employee. The Chief may uphold or modify the reprimand. A copy of this reprimand is given to the employee and one copy is filed in the employee's personnel file.
2. **Suspension Without Pay, Demotion, or Reduction in Pay:** These are serious disciplinary actions and are subject to the Skelly procedures below.
3. **Dismissal for Cause:** The final step in the progressive disciplinary process. Only the City Manager may dismiss any employee covered by this MOU.

E. Administration of Discipline

1. Although one or more of these steps may be taken in connection with a particular employee, no formal order or system is necessary. The severity of the action depends on the nature of the offense and an employee's record, and may range from verbal counseling to immediate dismissal.
2. An employee serving an initial probationary period may be discharged without application of the disciplinary process and with no rights of appeal.

F. Skelly Process

1. All formal disciplinary actions will be covered under this section when requested by the employee.
2. The employee shall be provided notice of the proposed discipline.
3. Within fourteen (14) calendar days of the notice of proposed discipline, the employee or his/her representative may file a request for Skelly meeting.
4. The Skelly Officer shall schedule a pre-disciplinary response meeting with the employee and his/her representative, if any, within fourteen (14) calendar days of the receipt of the request for meeting.
5. The Skelly Officer shall conduct the meeting and shall render a decision upholding, modifying, or overturning the proposed action, within fourteen (14) calendar days of the date of the Skelly meeting.

G. Appeal Process

1. Once a decision has been reached by the Skelly Officer that discipline is appropriate, the discipline will be imposed.
2. Appeal to the Personnel Commission: Any regular employee who has completed their initial probationary period shall have the right to appeal the decision of the Skelly Officer by following the appeal process outlined in the Civil Service Rules and Regulations. There is no cost to the employee for an appeal to the Personnel Commission, other than the cost of a copy of the transcript or other recording of the proceedings, pursuant to Section 11.6 of the Civil Service Rules and Regulations.
3. Alternative Appeal to Advisory Arbitration: As an alternative appeal procedure to that set forth in section G.2 above, any regular employee who has completed their initial probationary period may elect to appeal the decision of the Skelly Officer to advisory arbitration, pursuant to the following procedure:
 - A. The appeal request must be made in writing to the City Manager within 15 days of the decision of the Skelly Officer;
 - B. Within 7 calendar days of receipt of the appeal request, the parties shall select an arbitrator, either by mutual agreement, or if unable to agree, by submitting a joint request to the State Mediation and Conciliation Service for a list of five (5) qualified arbitrators.
 - i. The parties shall take turns striking names from the list, beginning with the party who wins a coin toss, until one remains.
 - ii. Because appeal to advisory arbitration is an employee-elected alternative procedure to an appeal to the Personnel Commission, each party shall pay 50% of the cost of arbitration, which may include a court reporter appearance fee. Should a

transcript be desired, each party shall pay for the cost of its own copy of the transcript. Each party shall bear their own attorney's fees.

iv. The arbitrator's decision shall be mailed to both parties, with the City's copy mailed to the City Clerk. The arbitrator's decision is advisory to the City Council. The City Council shall, within 30 days of the City Clerk's receipt of the arbitrator's decision, convene a hearing in closed session to review the arbitrator's decision. The City Council may approve, modify or reject the arbitrator's decision. The decision of the City Council is final.

4. Nothing herein shall restrict the right to make bona fide reduction in force or enact legislation requiring retirement for disability or age.
5. Discipline once imposed is only subject to this appeals process under Article 15 and is not grievable.

ARTICLE 16 – GRIEVANCE PROCEDURE

A. Definition

Grievance - A grievance is any dispute concerning the interpretation or application of this Agreement, 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. Process

Grievances shall be processed in accordance with procedures established by the City.

C. Procedures

1. All grievances shall be processed only in accordance with the procedures and general conditions set forth below
2. It is the intent of these procedures to encourage resolution of grievances informally, at the nearest practical organizational level from which it emanates, and as promptly and fairly as possible to all concerned.

D. Informal Grievance

1. Within fourteen (14) calendar days (2 two-week tours) 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.
2. Presentation of an informal grievance shall be necessary prior to processing it further as a formal grievance.

E. Formal Grievance

A formal grievance shall only be initiated by completing the grievance form provided by the City Manager's Office.

Step 1

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 fourteen (14) calendar days after the last meeting between the employee and supervisor. Within (14) calendar days after the formal grievance is received, the Fire Chief 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 after concluding the investigation, the Fire Chief shall render a decision in writing to the employee.
2. Unless a decision of the Fire Chief is appealed by the employee to Step Two, in the time limits provided, the grievance shall be deemed resolved, final and binding.

Step 2

1. If the employee is not satisfied that the grievance has been resolved in Step One, he/she may, within (14) fourteen calendar days after the receipt of decision, request in writing that the City Manager consider the grievance and decision as rendered by the Fire Chief. Within fourteen (14) calendar days 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 fourteen (14) calendar days after concluding the review, the City Manager shall render a decision in writing to the employee and Fire Chief.
2. Unless the decision of the City Manager is appealed by the employee to Step Three, in the time provided, the grievance shall be deemed resolved, final and binding.

Step 3

1. If the employee is not satisfied that the grievance has been resolved in Step 2, he/she may, within fourteen (14) calendar days after the City Manager 's decision is rendered, request in writing to the City Manager, that the City Council consider the grievance and decision rendered by the City Manager. Within fifteen (15) working days after the grievance is received, the City Council shall designate a sub-committee which shall commence conducting the review. The City Council subcommittee 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 fourteen (14) calendar days after concluding the review, the City Council sub-committee shall render a decision in writing to the employee, City Manager and Fire Chief.
2. As an alternative procedure to that set forth in Step 3, paragraph 1 above, the employee or the Union may elect to submit the grievance to advisory arbitration pursuant to the following procedure:
 - A. The request to proceed to advisory arbitration must be made in writing to the City Manager within 14 calendar days of the decision of the City Manager;
 - B. Within 7 calendar days of receipt of the request, the parties shall select an arbitrator, either by mutual agreement, or if unable to agree, by submitting a joint request to the State Mediation and Conciliation Service for a list of five (5) qualified arbitrators.

i. The parties shall take turns striking names from the list, beginning with the party who wins a coin toss, until one remains.

ii. Because submittal of the grievance to advisory arbitration is an employee or Union-elected alternative procedure to resolution by the City Council under Step 3, paragraph 1, each party shall pay 50% of the cost of arbitration, which may include a court reporter appearance fee. Should a transcript be desired, each party shall pay for the cost of its own copy of the transcript. Each party shall bear their own attorney's fees.

iii. The arbitrator's decision is advisory to the City Council. The City Council may appoint a City Council sub-committee which shall review the written decision of the arbitrator and the record and issue a written decision within 30 days of receipt of the written arbitrator's decision. The City Council or its sub-committee may approve, modify or reject the arbitrator's decision.

3. The decision rendered by the City Council or its sub-committee shall be final and binding on all parties.

F. General Conditions

1. 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. Oral or written evaluations or other corrective directives and merit step determinations, for example, are not grievable matters.
2. Grievances may be made only on behalf of an employee who has successfully completed a required probationary period and attained permanent status.
3. 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.
4. In the event that more than one 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.
5. 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.
6. During the grievance process, there shall be no interruption of scheduled work of a department or the City.
7. The time frames provided for may be modified by mutual agreement between the parties.

ARTICLE 17 – SAFETY

A. Safe Conditions, Equipment and Duties

1. The City and its employees agree to maintain a safe and healthful place of work and to maintain safety as well as sanitary conditions in accordance with all applicable state laws. Unsafe working conditions or hazardous jobs which jeopardize the health and safety of the employees shall be

directed to the attention of the City. The City shall investigate the complaint and make any and all corrective measures as deemed necessary by the City. Local 3800 shall cooperate fully in carrying out safe practices and in using safety devices provided by the City.

2. The City shall provide all needed and/or necessary safety equipment for the employee(s) to perform the normal tasks of their respective classification(s). These devices and equipment shall be customary safety appliances to safeguard the employees against danger to health, life and limb. The City will make available to the employees updated training programs on safety matters and issues as it deems necessary.
3. Employees agree that the duties and tasks performed by them shall be performed in a safe and healthful manner.

B. Safety Equipment

The City may make such protective clothing or other protective equipment available to employees as the Fire 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. Leather turn out boots and leather helmets have been approved for use by employees and will be provided as protective safety equipment.

C. 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, his fellow officers and employees, and to the public. The City, therefore, expressly retains the right as explained in this Article to verify that employees and officers covered by this Agreement 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 work place and recognize the safety hazard which would be presented if a unit 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 in the unit. The parties to the Agreement, therefore, wish to evidence their agreement to the concept of accurate drug and alcohol testing implemented with adequate safeguards to preserve employee's privacy and prevent abuse, as per attached drug and alcohol policy and "Chain of Custody" policy.

D. 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 objective 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, speech, or body odors. Components of such documentation should include:
 - 1. equilibrium,
 - 2. manner of speech,
 - 3. mental reactions,
 - 4. odor of intoxicants on breath or clothing,
 - 5. eyes,
 - 6. general appearance,
 - 7. physical actions, and
 - 8. work behaviors.

E. Employee Assistance Program

City shall maintain an Employee Assistance Program (EAP). 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. The City shall develop a policy guideline for EAP Programs.

ARTICLE 18 - NO STRIKE/NO LOCKOUT

It is agreed by the Local 3800 and the City that there shall be no strikes and no lockouts, or other deliberate actions impacting the ability of the City to provide fire related services during the term of this Agreement.

ARTICLE 19 – DISTRIBUTION OF MOU

The City shall provide copies of this agreement to new employees covered by the agreement.

ARTICLE 20 - EFFECT OF THIS AGREEMENT

1. It is understood and agreed that the specific and express provisions contained in this Agreement shall prevail over employer practice and procedures and over all applicable laws to the extent permitted by law.
2. This written Agreement 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 are no valid or binding representations, inducements, promises, or agreements, oral or otherwise, between the parties that are not embodied herein—No member rights are created other than as expressly stated in this Agreement for the term stated herein. The parties are aware of the holding in the case of *Retired Employees Association of Orange County, Inc. v. County of Orange, California Supreme Court Case No. S184059, 2011 WL5829598* (Nov. 21, 2011) and hereby state that no implied terms are intended, or may any benefit, implementation practice or past practice not expressly stated within this Agreement, any other policy, ordinance, resolution, side letter or

other statement agreed to by the parties, create a right or expectation in any member of the continuation of such implementation practice or past practice.

3. In absence of specific provisions in this Agreement, City policies and procedures are discretionary.

ARTICLE 21 – NOTICE

Whenever provision is made in this Agreement 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:

<u>Employer</u>	<u>Nevada County Professional Firefighters, L3800:</u>
City Manager	Unit No. 8 Representative
City of Grass Valley	P.O. Box 2012
125 E. Main Street	Grass Valley, CA 95945
Grass Valley, CA 95945	

ARTICLE 22 - SEVERABILITY SAVINGS CLAUSE

1. If, during the life of this Agreement, 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 Document, such provision shall be inoperative so long as such law or order shall remain in effect, but all other provisions of this Document shall not be affected thereby and shall continue in full force and effect.
2. In the event of suspension or invalidation of any article or section of this Agreement, 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 23 – TERM OF MOU

1. Upon the approval of the City Council and ratification by the Local 3800 the terms of this Agreement shall be effective and in full force through ~~June~~December 31, 2025~~4~~.
2. This Agreement may be extended, modified, or amended; provided, that either party notify the other within one-hundred-twenty (120) days prior to the expiration date of this Agreement of its desires, and both parties mutually agree in writing to, and the City Council approves the extension, modification or amendment. The terms of this agreement shall remain in full force and effect during the pendency of labor negotiations subject to the limitations of the Meyers Milias Brown Act.

RECOMMENDATION OF REPRESENTATIVES

The City and representatives of the Employees for the Unit held meetings and discussed the above, and representatives of the Employees have caused this Document to be signed and the representative of the City has caused this Document to be signed to signify their mutual recommendation for approval by the City Council as follows:

CITY OF GRASS VALLEY

**NEVADA COUNTY PROFESSIONAL
FIREFIGHTERS**

TIM KISER, CITY MANAGER

~~DILLON COWARD~~DAN PAULUS, UNIT 8
REPRESENTATIVE

CLAYTON THOMAS, LOCAL 3800
PRESIDENT

APPROVAL OF AGREEMENT

Approval and adoption of this Agreement is made this 8th day of October 2023-2024 by the Grass Valley City Council.

JAN ARBUCKLE, MAYOR

ATTEST:

TAYLOR DAY, CITY CLERK

APPROVED AS TO FORM:

MICHAEL COLANTUONO, CITY ATTORNEY

ATTACHMENT A – SALARY SCHEDULE AND CLASSIFICATIONS

APPENDIX B - PROCEDURE TO MONITOR CHAIN OF CUSTODY

Upon implementation of its drug/alcohol-testing program, the City of Grass Valley should enter a contractual agreement with a NIDA certified physician service, hospital, and/or laboratory.

Inter alia, the contractee should design a chain of custody procedure, a copy of which should be provided by the City to the Bargaining Unit. Items to be addressed include:

- A. Who will coordinate the urinalysis program? This question really has two parts: What department will be responsible for the program, and who will collect the sample?
- B. How will sample tampering be prevented?
- C. Chain of custody samples: Starting at the time of collection, a sample's chain of custody must be documented and protected. Chain of custody is a legal term that refers to the ability to trace the sample from the time it was donated by the employee or applicant through all the steps in the process: from collection, through analysis, to reporting the result.
1. Were the specimen and the reported result correctly matched?
 2. It will be further required that each time the sample changes hands or is moved from one place to another, it is signed and kept in a secure area to insure against inadvertent or intentional switching with another sample.
 3. The elements of a good chain of custody procedure include the following:
 - The employee should be supervised while delivering the specimen.
 - The specimen container/s, preferably tamper-proof, should be banded directly to the person supervising the collection and labeled and sealed immediately. (The sample should be split, with one container held in reserve for possible re-testing).
 - The collector and the donor should initial the bottle to indicate that both agree that the bottle contains the person's urine specimen.
 - The name of each person who has access to the specimen should be noted on a form accompanying the specimen.
 - The sample should be kept in a secure place such as a locked room or refrigerator until it is either tested or sent to the laboratory.

APPENDIX B - PROCEDURE TO MONITOR CHAIN OF CUSTODY (continued)

Testing performed at the workplace should be done in a secure location to avoid the possibility of a passerby exchanging samples.

The sample must be transported to an outside laboratory. It should be mailed in a sealed container. U.S. Mail, or a commercial postal service or courier are all acceptable means for transporting specimens.

The specimen must be in the same condition when offered as evidence as it was when taken, unless the change is for a justified purpose such as an alteration required for the testing procedure.

- D. Further items to be addressed concern the documentation procedures and consequences when an employee:
1. Refuses to submit a specimen; or
 2. Alleges that he/she cannot provide a specimen.
- E. Maintenance of confidentiality by facility and employer:
1. If the medical department does the testing and the results become part of the medical file, that file is protected under law.
 2. Stringent confidentiality is required by all departments of the City. Unless there is justifiable reason to know the test results, the information should be confidential.

City of Grass Valley Salary Schedule
FY 2024-2025

Position	Hourly						Bi Weekly						Monthly						Annually					
	A	B	C	D	E	F	A	B	C	D	E	F	A	B	C	D	E	F	A	B	C	D	E	F
Fire Unit 8 July 1, 2024 - December 31, 2025:																								
Deputy Fire Marshal (Note 2)	29.87	31.37	32.93	34.58	36.33	38.15	3,345.44	3,513.44	3,688.16	3,872.96	4,068.96	4,272.80	7,248.45	7612.45	7991.01	8391.41	8816.08	9257.73	86,981.44	91,349.44	95,892.16	100,696.96	105,792.96	111,092.80
Deputy Fire Marshal	39.56	41.57	43.64	45.84	48.10	50.51	3,164.80	3,325.60	3,491.20	3,667.20	3,848.00	4,040.80	6,857.07	7205.47	7564.27	7945.60	8337.33	8755.07	82,284.80	86,465.60	90,771.20	95,347.20	100,048.00	105,060.80
Fire Captain (Note 2)	29.87	31.37	32.93	34.58	36.33	38.15	3,345.44	3,513.44	3,688.16	3,872.96	4,068.96	4,272.80	7,248.45	7612.45	7991.01	8391.41	8816.08	9257.73	86,981.44	91,349.44	95,892.16	100,696.96	105,792.96	111,092.80
Engineer (Note 2)	24.72	25.96	27.26	28.61	30.05	31.55	2,768.64	2,907.52	3,053.12	3,204.32	3,365.60	3,533.60	5,998.72	6299.63	6615.09	6942.69	7292.13	7656.13	71,984.64	75,595.52	79,381.12	83,312.32	87,505.60	91,873.60
Fire Fighter (Note 2)	21.22	22.29	23.41	24.58	25.82	27.11	2,376.64	2,496.48	2,621.92	2,752.96	2,891.84	3,036.32	5,149.39	5409.04	5680.83	5964.75	6265.65	6578.69	61,792.64	64,908.48	68,169.92	71,576.96	75,187.84	78,944.32
Fire Inspector	26.04	27.34	28.70	30.15	31.64	33.22	2,083.20	2,187.20	2,296.00	2,412.00	2,531.20	2,657.60	4,513.60	4738.93	4974.67	5226.00	5484.27	5758.13	54,163.20	56,867.20	59,696.00	62,712.00	65,811.20	69,097.60



**City of Grass Valley
City Council
Agenda Action Sheet**

Title: Loma Rica Landscaping and Lighting District - Approve Engineer's Report and Intent to Annex

CEQA: Not a Project

Recommendation: That Council 1) adopt Resolution 2024-71 approving the Engineer's Report without modifications and 2) adopt Resolution 2024-72 declaring the intent to annex property and levy assessments for Fiscal Year 2025-26 for the Residential Landscaping and Lighting District No. 1988-2, Zone VI - Loma Rica Annexation 2024-01

Prepared by: Bjorn P. Jones, PE, City Engineer

Council Meeting Date: 10/08/2024

Date Prepared: 10/03/2024

Agenda: Consent

Background Information: On April 23, 2019, City Council approved the Specific Plan and Tentative Map for the Loma Rica subdivision. In accordance with the conditions of approval, the developer must provide for a Landscaping and Lighting (L&L) District for the purpose of collecting fees for the operation and maintenance of the street lighting improvements. This may be achieved by annexing the subdivision zone into the existing Residential Landscaping and Lighting District No. 1988-2 to fund the operational and maintenance costs of the street lights, and the landscaping, hardscaping and associated improvements (gazebos, play structures and trail amenities) throughout the subdivision, which were constructed for the sole benefit of the subdivision.

On September 24, 2024 Council adopted Resolution 2024-69, which initiated the L&L annexation proceedings and approved the proposed boundary map for the Loma Rica Ranch L&L District. Staff have worked with the developer to prepare an Engineer's Report supporting the proposed assessments for the District in compliance with Proposition 218. This report fully describes the intent of the District, the Zone of Benefit, and the estimated annual costs of maintaining the District improvements and facilities. The Engineer's Report is attached and establishes an equal base assessment amount of \$57.00 per month, per residential parcel within Phases 1, 2 and 3 of the Loma Rica Ranch development.

Staff recommends that Council adopt Resolution 2024-71, approving the Engineer's Report without modifications. Also recommended is the adoption of Resolution 2024-72, declaring the intent to annex the Loma Rica Ranch property into the Residential Landscaping and Lighting District No. 1988-2, as Zone VI - Loma Rica Annexation 2024-

01 and setting a public hearing for the October 22, 2024 Council meeting to finalize the annexation and levy assessments.

Council Goals/Objectives: The L&L annexation proceedings execute portions of work tasks towards achieving/maintaining Strategic Plan - Transportation, Economic Development and Vitality and High Performance Government.

Fiscal Impact: All assessment revenues will be used exclusively for the benefit of the Landscape and Lighting District, with no net fiscal impact to the City budget.

Funds Available: N/A

Account #: N/A

Reviewed by: City Manager

Attachments: Resolution 2024-71, 2024-72, Engineer’s Report

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY
DECLARING THE INTENT TO ANNEX LANDSCAPING AND LIGHTING DISTRICT
PROPERTY AND SETTING THE PUBLIC HEARING**

**CITY OF GRASS VALLEY
RESIDENTIAL LANDSCAPING AND LIGHTING DISTRICT NO. 1988-2
(ZONE VI – LOMA RICA RANCH ANNEXATION NO. 2024-1)**

WHEREAS, On September 24, 2024 Grass Valley City Council adopted Resolution 2024-69 initiating proceedings to annex the parcels of the Loma Rica Ranch subdivision into the City's existing Residential Landscaping and Lighting District No. 1988-2 ("AD No. 1988-2"); and

WHEREAS, as directed by Resolution 2024-69, the Engineer of Work for the proposed annexation has prepared and filed an Engineer's Report with the City Clerk as required under the Landscaping and Lighting Act of 1972 ("1972 Act," Sts. & Hwy. Code §§ 22500 et seq.); and

WHEREAS, consistent with City Council's adoption of the Engineer's Report it is appropriate for this Council to declare its intention to implement the proposed Loma Rica Ranch Annexation and to schedule the public hearing respecting the matters prescribed therein.

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

1. That the foregoing statements are true and correct; and
2. That Council hereby declares its intention to implement the proposed Loma Rica Ranch Annexation and, in connection therewith, to provide annually for the levy of maintenance special assessments upon the two hundred thirty four (234) benefiting parcels within the boundary of the annexation, in proportion to benefit, all as prescribed by the Engineer's Report.
3. That the maintenance and servicing of landscaping and street lights within the territory of the Loma Rica Ranch Annexation, including but not limited to the replacement of landscaping, hardscaping and park amenities congruent with the landscaping, irrigation and lighting and the furnishing of water and electrical power for the landscaping and power to illuminate the street lights (the "Services"), are described in the Engineer's Report, which is incorporated herein by reference and is available in the office of the City Clerk for review by any interested person.
4. The territory comprising the proposed Loma Rica Ranch Annexation is shown on the map of the proposed boundaries thereof ("Annexation Map No. 2024-1"), approved by Resolution 2024-69 adopted by this Council on September 24, 2024.

RESOLUTION 2024-72

Item # 3.

Reference is hereby made to the Annexation Map No. 2024-1 for information respecting the territory included therein.

5. Reference is hereby made to the Engineer's Report for a description of the Services, the estimated annual costs and expenses of the Services, the amount of the proposed individual assessments upon the specially benefited lots and parcels of land within the proposed Loma Rica Ranch Annexation for fiscal year 2025-2026, and the establishment of the maximum annual assessments for fiscal years beyond 2025-2026.
6. The Engineer's Report shall stand as the report for the purpose of all subsequent proceedings under the 1972 Act and Section 53753, except that it may be confirmed, modified, or corrected as provided in the 1972 Act.
7. This Council hereby sets 6:00 PM or as soon thereafter as the matter may be heard, on October 22, 2024 in the Council Chambers at City Hall, 125 East Main Street, Grass Valley, California, as the time, date and place for a public hearing respecting the contents of the Engineer's Report, including but not limited to the proposed Services, the determination of the parcels deemed specially benefited, the estimated annual cost and expense of the proposed Services, the total amount of the proposed assessments, the amounts of individual assessments for Fiscal Year 2025-2026, the establishment of the maximum annual assessments for fiscal years beyond 2025-2026, and related matters as set forth in said report. Any interested person may appear and object to said report or any of the contents therein, which represent recommendations to this Council with respect to the matters presented in said report.
8. The City Clerk is hereby directed to cause a notice of said public hearing to be given by mailing notices thereof, together with assessment ballots, in the time, form and manner provided by Section 53753 with the exception of the 45 days' notice prior to the hearing of which the property owner will submit a waiver prior to the hearing date stating agreement with the shorter notice timeframe, and upon the completion of the mailing of said notices and assessment ballots, the City Clerk is hereby directed to file with the Council a certificate setting forth the time and manner of the compliance with the requirements of law for mailing said notices and assessment ballots.
9. The City Clerk is hereby found and determined to be an "impartial person" within the meaning of Section 53753, and is therefore designated as the person to administer, collect and tally the assessment ballots following the close of the public hearing, in accordance with Section 53753.

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RESOLUTION 2024-72

- 10. Bjorn P Jones, PE, City Engineer in the Public Works Department of the City, telephone (530) 274-4353, is hereby designated to answer inquiries regarding the public hearing and assessment ballot proceedings, and the notice of hearing shall so indicate.

I HEREBY CERTIFY that the foregoing Resolution was passed and adopted by the City Council of the City of Grass Valley at a regular meeting thereof held on the 8th day of October 2024, by the following vote:

AYES:

NOES:

ABSTAINS:

ABSENT:

Jan Arbuckle, Mayor

APPROVED AS TO FORM:

ATTEST:

Michael G. Colantuono, City Attorney

Taylor Whittingslow, City Clerk

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY
APPROVING ENGINEER’S REPORT WITHOUT MODIFICATION**

CITY OF GRASS VALLEY
RESIDENTIAL LANDSCAPING AND LIGHTING DISTRICT NO. 1988-2
(ZONE VI – LOMA RICA RANCH ANNEXATION NO. 2024-1)

WHEREAS, On September 24, 2024 Grass Valley City Council adopted Resolution 2024-69 initiating proceedings to annex the parcels of the Loma Rica Ranch subdivision into the City’s existing Residential Landscaping and Lighting District No. 1988-2 (“AD No. 1988-2”); and

WHEREAS, Resolution 2024-69 also approved a boundary map setting forth the territory proposed to be annexed to AD 1988-2 and directed the preparation of the Engineer’s Report as required under the Landscaping and Lighting Act of 1972 (“1972 Act,” Sts. & Hwy. Code §§ 22500 et seq.); and

WHEREAS, The Engineer’s Report was prepared and filed with the City Clerk in accordance with the direction of this City Council and containing the matters required by the 1972 Act, including among other things (1) a description of the proposed street light, landscaping, irrigation, and appurtenant maintenance services involved (the “Project”), (2) an estimate of the cost and expense of providing such maintenance services for Fiscal Year 2025-2026, (3) a statement of the formula for establishing the maximum annual assessments based upon the Consumer Price Index's Pacific Cities and U.S. City Average (the “Index”) as issued by the United States Department of Labor, Bureau of Labor Statistics, and (4) the proposed allocation of the estimated 2025-2026 cost and expense to the two hundred thirty four (234) parcels of land within the proposed Loma Rica Ranch Annexation in proportion to the estimated special benefit to be received by such parcels from the proposed Project, namely an equal initial amount of \$57.00 to each of the 234 parcels; and

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

1. That the foregoing statements are true and correct; and
2. That the Engineer’s Report is hereby approved and adopted by this City Council

RESOLUTION 2024-71

I HEREBY CERTIFY that the foregoing Resolution was passed and adopted by the City Council of the City of Grass Valley at a regular meeting thereof held on the 8th day of October 2024, by the following vote:

AYES:

NOES:

ABSTAINS:

ABSENT:

Jan Arbuckle, Mayor

APPROVED AS TO FORM:

ATTEST:

Michael G. Colantuono, City Attorney

Taylor Whittingslow, City Clerk



October 3, 2024

Item # 3.

ENGINEER’S REPORT

**ZONE VI – LOMA RICA RANCH ANNEXATION 2024-1
RESIDENTIAL LANDSCAPING AND LIGHTING DISTRICT NO. 1988-2**

ANNUAL ASSESSMENT 2025/2026

for

CITY OF GRASS VALLEY

NEVADA COUNTY, CALIFORNIA

Respectfully submitted, as directed by the City Council.

By: _____

Bjorn P. Jones, P.E.
R.C.E. No. 75378

ENGINEER'S REPORT AFFIDAVIT

ZONE VI – LOMA RICA RANCH ANNEXATION 2024-1
RESIDENTIAL LANDSCAPING AND LIGHTING DISTRICT NO. 1988-2
(Morgan Ranch, Ventana Sierra, Scotia Pines, Morgan Ranch West, and Ridge Meadows}
(Pursuant to the Landscaping and Lighting Act of 1972)

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment and Assessment Diagram thereto attached was filed with me on the _____ day of _____, 2024.

City Clerk, City of Grass Valley
Nevada County, California

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment and Assessment Diagram thereto attached was approved and confirmed by the City Council of the City of Grass Valley, California, on the _____ day of _____, 2024.

City Clerk, City of Grass Valley
Nevada County, California

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment and Assessment Diagram thereto attached was filed with the County Auditor of the County of Nevada on the _____ day of _____, 2024.

City Clerk, City of Grass Valley
Nevada County, California

OVERVIEW

Bjorn P. Jones, Engineer of Work for Residential Landscaping and Lighting District No. 1988-2 (Zone I - Morgan Ranch, Zone II - Ventana Sierra Tract 90-03 Annexation No. 1993-1, and Zone III - Scotia Pines Subdivision Annexation No. 30-A, Zone IV – Morgan Ranch West Annexation No. 2010-1, Zone V – Ridge Meadows Annexation 2016-1), City of Grass Valley, Nevada County, California makes this report, as directed by City Council, pursuant to Section 22585 of the Streets and Highways Code (Landscaping and Lighting Act of 1972).

The improvements which are the subject matter of this report are briefly described as follows:

Zone VI – Loma Rica Ranch

The installation, maintenance and servicing of landscaping, trails, pocket parks, and associated improvements, as delineated on the plans prepared by SCO Planning, on file with the City of Grass Valley, and modified by subsequent development, or changes instituted by the City of Grass Valley in the routine administration of the district.

Maintenance, in general, means the furnishing of labor and materials for the ordinary upkeep and care of landscape areas including:

1. The repair, removal or replacement of any improvement within the Zone boundary.
2. Landscaping, including cultivation, weeding, mowing, pruning, tree removal, replanting, spraying, fertilizing, and treating for disease.
3. Irrigation, including the operation, adjustment, repair and replacement of the irrigation system.
4. The removal of trimmings, rubbish, debris and solid waste.

Servicing means the furnishing and payment of:

1. Electric power for any public street light facilities or for the operation of any improvements.
2. Water for the irrigation of any landscaping or the maintenance of any improvements.

This report consists of five (5) parts, as follows:

- PART A - Plans and specifications for the improvements that are filed with the City Clerk. Although separately bound, the plans and specifications are a part of this report and are included in it by reference only.
- PART B - An estimate of the cost of the improvements for Fiscal Year 2025/2026.
- PART C - An assessment of the estimated cost of the improvement and levy on each benefiting parcel of land within the district.
- PART D - The Method of Apportionment by which the undersigned has determined the amount proposed to be levied on each parcel.
- PART E - A diagram showing all parcels of real property within this district. The diagram is keyed to Part C by Lot Number

PART A **PLANS**

Plans for the landscape, irrigation and street lighting for each zone have been prepared by a variety of landscape architects and engineers. These Plans have been filed separately with the City Engineer's office and are incorporated in this Report by reference only as the initial improvements were completed by separate contracts.

The following reference drawings are on file with the office of the City Engineer:

Zone VI – Loma Rica Ranch Improvement Plans (Dwg. No. 2172)

Zone VI – Loma Rica Ranch Landscape Plans (Dwg. No. 2211)

PART B
COST ESTIMATE

The estimated cost for the maintenance of improvements described in this report for the fiscal year 2025/2026 includes the use of reserve funds to provide maintenance of the landscape areas and is as follows:

ZONE 6 (Loma Rica Ranch)	
COST INFORMATION	
Maintenance Costs	\$90,367
Water and Electricity Servicing	\$10,190
County Administrative Fee	\$500
City Administration Costs	\$20,242
Total Direct and Admin Costs	\$121,299
ASSESSMENT INFORMATION	
Direct Costs	\$121,299
Reserve Collections/ (Transfer)	\$38,762
Net Total Assessment	\$160,061
FUND BALANCE INFORMATION	
Projected Reserve After FY 2025/26	\$0
Interest Earnings	\$0
Reserve Fund Adjustments	\$38,762
Projected Reserve at End of Year	\$38,762

PART C
ASSESSMENT ROLL

Zone 6 - Loma Rica Ranch Subdivision

FISCAL YEAR	TOTAL ASSESSMENT GOAL	MAX ASSESSMENT	TOTAL ASSESSMENT
2025/2026	\$160,061.00	\$160,062.00	\$160,060.68

Dwelling Units	Levy	Assessor Parcel No.	Tax Area Code	1st Installment	2nd Installment
1	\$684.02	TBD	TBD	\$342.01	\$342.01
1	\$684.02	TBD	TBD	\$342.01	\$342.01
1	\$684.02	TBD	TBD	\$342.01	\$342.01
1	\$684.02	TBD	TBD	\$342.01	\$342.01
1	\$684.02	TBD	TBD	\$342.01	\$342.01
1	\$684.02	TBD	TBD	\$342.01	\$342.01
1	\$684.02	TBD	TBD	\$342.01	\$342.01
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1	\$684.02	TBD	TBD	\$342.01	\$342.01
1	\$684.02	TBD	TBD	\$342.01	\$342.01
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PART C

ASSESSMENT ROLL

Zone 6 - Loma Rica Ranch Subdivision

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PART C

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PART C**ASSESSMENT ROLL****Zone 6 - Loma Rica Ranch Subdivision**

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PART D **METHOD OF APPORTIONING**

In order to maintain sufficient funding for the Districts, assessments will be adjusted annually by the Consumer Price Indexes (CPI) Pacific Cities and U.S. City Average for February of the year of calculation All Items Indexes for the West.

ZONE VI – Loma Rica Ranch

General Benefit

The landscaping, irrigation and street lights in Loma Rica ranch and the maintenance of the landscaping, irrigation and street lights are of entirely local and special benefit to the parcels in Loma Rica, and no general benefits are provided by them. The street lighting services funded by the District constitute residential street lighting which provides safety lighting and sidewalk and parking illumination for the special benefit of assessed parcels.

Apportionment of Special Benefits

The initial assessment spread creates a yearly assessment per dwelling unit of \$57. It is the intent that each dwelling unit of the project shares equally in all expenses upon completion of Zone VI.

The annual maximum assessments shall be adjusted annually, as set forth hereinafter, based upon the Consumer Price Indexes Pacific Cities and U.S. City Average as issued by the United States Department of Labor, Bureau of Labor Statistics. The Base Index to be used for subsequent annual adjustments (“Base Index”) shall be the Index published annually in February (“Base Month”). The annual maximum assessment per lot, as defined in this report, shall be adjusted every year based upon the cumulative increase, if any, in the Index as it stands on the Base Month of each year over the Base Index. Any reduction or de-escalation in the Index from one year to the next will not result in a reduction of the annual costs. The annual costs will be levied consistent with the previous year. The assessment formula is:

Assessment Per Parcel = Round (Total Assessment / # of Parcels)

When, in any fiscal year, the operational reserve fund is at a level equal to the following fiscal year's costs, any surplus in the ability to cover all assessed costs will be used as a credit to the levy for such fiscal year and individual assessments will be reduced proportionately.

The total actual assessment for 2025/2026 is \$160,060.68. Each parcel's assessment rate, as depicted in Part C was calculated by using the assessment per parcel formula shown above which evenly distributes the assessment over the number of parcels.

PART E
ASSESSMENT DIAGRAM

The following page is the Boundary Map illustrating the location, size, and area of the benefiting parcels within the Landscaping and Lighting District.

LEGEND

— LANDSCAPE AND LIGHTING DISTRICT BOUNDARY

SUBDIVISION LOT NUMBER

① LOT - LOMA RICA RANCH PHASE 1

① LOT - LOMA RICA RANCH - PHASE 2

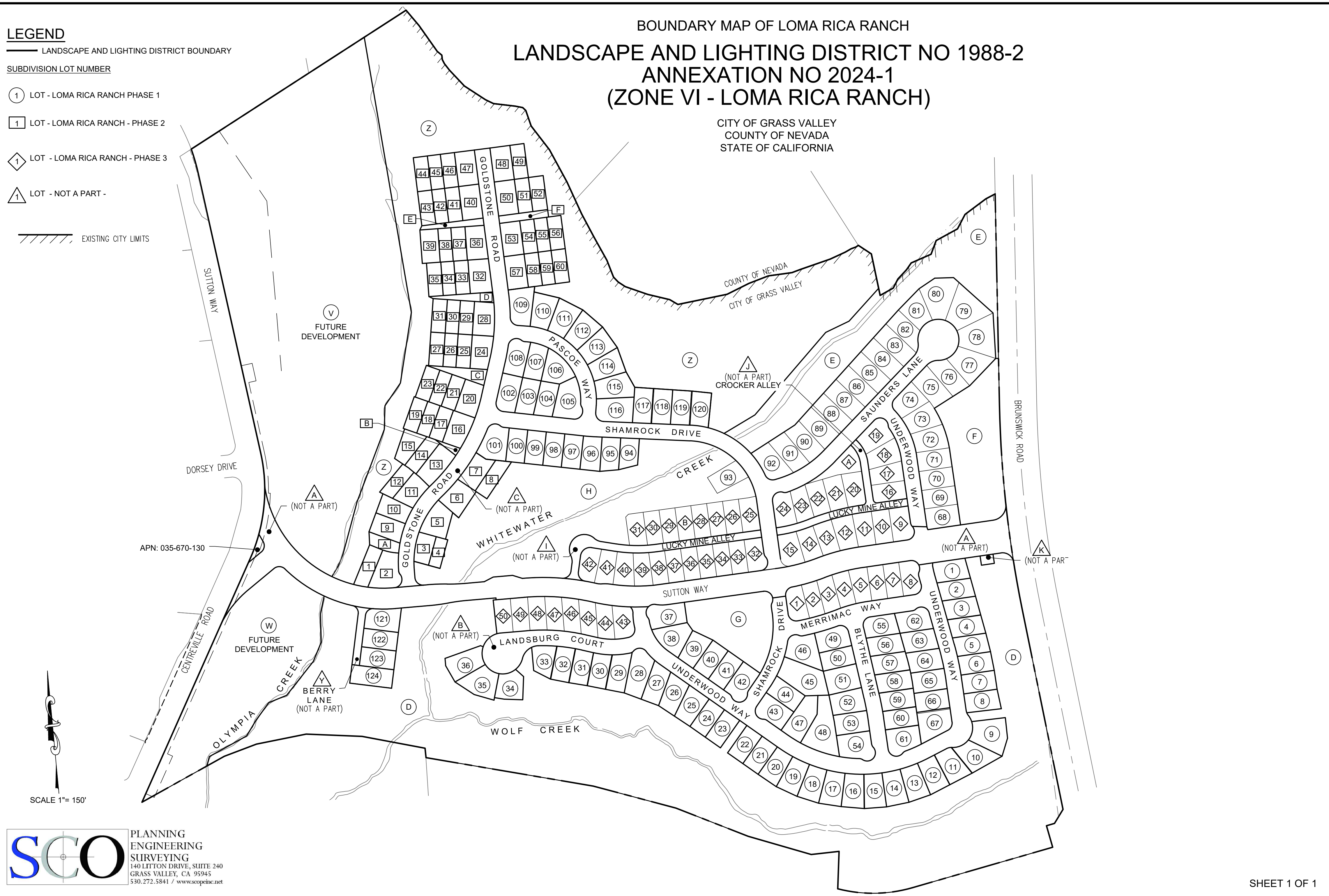
◇ LOT - LOMA RICA RANCH - PHASE 3

△ LOT - NOT A PART -

/// EXISTING CITY LIMITS

**BOUNDARY MAP OF LOMA RICA RANCH
LANDSCAPE AND LIGHTING DISTRICT NO 1988-2
ANNEXATION NO 2024-1
(ZONE VI - LOMA RICA RANCH)**

CITY OF GRASS VALLEY
COUNTY OF NEVADA
STATE OF CALIFORNIA



SCO PLANNING
ENGINEERING
SURVEYING
140 LITTON DRIVE, SUITE 240
GRASS VALLEY, CA 95945
530.272.5841 / www.scopeinc.net



City of Grass Valley City Council Agenda Action Sheet

Title: Approval of a range increase and Executive Contract Appendix

CEQA: Not a project

Recommendation: That Council 1) approve a 4% increase to the pay ranges for all Executive Contract Employees & change the retiree Health Plan Benefit to allow all executives to be eligible; 2) review the proposed Amendment to the Employment Agreements (including Appendix A) with Department Directors, City Clerk, and Deputy Directors; 3) authorize the City Manager to execute the agreements subject to legal review; 4) authorize the Finance Director or the City Manager’s designee to make any necessary budget adjustments and/or amendments to complete this action.

Prepared by: Timothy M. Kiser, City Manager

Council Meeting Date: 10/8/2023

Date Prepared: 10/3/2023

Agenda: Consent

Background Information: In alignment with previous City Council actions, various City labor groups have agreed to amend their current Memorandums of Understanding (MOUs) with the City of Grass Valley. These modifications include up to a 5% increase in pay ranges and additional funding towards medical benefits. As a result, staff is recommending the following modifications to the contracts of all Executive employees—including the Police Chief, Administrative Services Director, Fire Chief, City Engineer, Utilities Director, Public Works Director of Operations, City Planner, Community Development Director, Deputy City Manager I/II, Battalion Chief, Deputy Police Chief, Deputy Administrative Services Director, Deputy City Clerk/Management Services Analyst, and City Clerk:

1. Amend the contracts of all Executive employees to provide a 4% increase to their pay ranges, effective July 1, 2024.
2. Extend the eligibility for retiree health benefits from 5 years to 10 years of service.

The estimated fiscal impacts for the Executive Unit include the following:

Contract Provision Revision	Estimated Maximum Cost
Providing a 4% increase to each Executive Director salary range	\$68,192 (General Fund) \$5,640 (Water Fund) \$11,936 (Sewer Fund)

Council Goals/Objectives: This proposed action executes portions of the work tasks towards achieving / maintaining the Strategic Plan goal to maintain a Productive and Efficient Workforce.

Fiscal Impact: The estimated annual costs will vary depending on the number of directors reaching the top of their pay range, with the maximum potential cost projected at \$85,768.

Funds Available: Yes

Account #: Various

Reviewed by: City Manager

Attachments:

- Proposed Appendix A for Executive Employees
- Amendments for Executive Employees

Appendix A - Compensation and Benefits

Life Insurance and Long-Term Disability, EAP, Retiree Health Plan, other Benefits, and Special Provisions

A. EMPLOYEE CONTRIBUTIONS

Employee contributions towards health benefits are on a pre-tax basis and subject to IRS rules.

B. 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.

C. SHORT TERM/LONG TERM DISABILITY INSURANCE

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.

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.

D. 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.

E. RETIREE HEALTH PLAN BENEFIT

Employees who become subject to this Plan ~~on or before July 1, 2011~~, who retire from the City in good standing, who have at least ~~five~~ ten years of Grass Valley service, who elect to retain CalPERS medical coverage and who are of full retirement age shall be entitled to payment of up to \$500 towards the CalPERS premium for a single party until such time as the Employee is eligible to receive Medicare or is hired and has healthcare coverage available from the new employment.

Appendix A - Compensation and Benefits

~~Employees who become subject to this Plan after July 1, 2011, who retire from the City in good standing, who have at least ten years of Grass Valley service, who elect to retain CalPERS medical coverage and who are of full retirement age shall be entitled to payment of up to \$250 towards the CalPERS premium for a single party until such time as the Employee is eligible to receive Medicare or is hired and has healthcare coverage available from the new employment.~~

If the Employee so desires, his/her spouse may be added at the additional cost difference of the Employee plus one and the Employee pays the difference. If the Employee retiree selects a health plan that costs less than the City's contribution, they will not be eligible to receive the cash difference. All premium contributions must be received one month in advance and it is the responsibility of the Employee retiree to ensure that the City receives payment. Failure to pay the retiree's contribution in a timely manner (i.e., within 30 days of due date) will result in the loss of the benefit.

Employees waiving health care coverage shall receive two hundred fifty dollars (\$250) per month less the cost of any elected dental or vision insurance per month until eligible for Medicare or is hired and has healthcare coverage available from the new employment. Employees waiving health care coverage must produce evidence of insurance through another source. Any payment due Employees for waiving medical insurance coverage shall be paid in a lump sum per month.

Personal Leave

The purpose of Personal Leave is to provide Employees the ability to accrue time for vacation, sick leave and personal leave situations.

Employees shall accrue Personal Leave hours at a rate of no less than 256 hours and no more than 328 hours per year based on years of service as set forth below. One twenty-sixth (1/26) of such Personal Leave amount shall accrue each pay period.

No Employee may carry a balance of more than 520 hours of their Personal Leave. Employees who have accumulated 520 hours of Personal Leave will accrue no further Personal Leave until they have used Personal Leave in an amount sufficient to bring their accumulated Personal Leave balance below 520 hours. Employees may convert up to 160 hours of accrued Personal Leave to salary compensation once each year. 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.

Employees who become subject to this Plan after July 1, 2011, must convert all accumulated Vacation Leave, Sick Leave to "Personal Leave". Those hours of Sick Leave or Vacation Leave combined in excess of 520 hours will be placed in a Sick Leave and Vacation 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. Upon separation

Appendix A - Compensation and Benefits

from service, the City shall pay employee a one-time lump sum calculated on Fifty (50%) Percent of the employee's banked unused Sick Leave and one hundred (100%) percent of the employee's banked Vacation Leave. (For example, if an employee is compensated for 450 hours of sick leave at the 50% rate, the uncompensated 225 hours would go to PERS service credit as allowed by PERS.)

Employees will accrue Personal Leave time at the following rates:

1 to 2 years of city service = 256 hours
 2 plus years to 5 years = 272 hours (10.46 hours biweekly)
 5 plus years to 10 years = 296 hours (11.38 hours biweekly)
 10 plus years to 20 years = 316 hours (12.15 hours biweekly)
 20 plus years = 328 hours (12.62 hours biweekly)

After 2 plus years of city service, credit for prior public service may be included for purposes of calculating annual time subject to the City Manager approval. Prior public service shall be similar in nature to the duties being performed by the Employee for City to be eligible for this benefit.

Certifications

The City shall pay the costs associated with obtaining and maintaining special certificates that are required by the State of California, the City of Grass Valley or any governmental agency to obtain and maintain as a condition of employment.

Holidays

Employees are entitled to 12 paid holidays as listed below.
 Recognized Holidays shall include:

New Year's Eve	New Year's Day
Presidents Day	Veterans Day
Martin Luther King Day	Thanksgiving Day
Memorial Day	The Day After Thanksgiving
July 4 th	Christmas Eve
Labor Day	Christmas Day

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."

Appendix A - Compensation and Benefits

Special Provisions

A. PUBLIC SAFETY ALLOWANCE

The Police Chief, Deputy Police Chief, and Fire Chief shall be provided a uniform and cleaning allowance. The amount of the benefit will be the same as established under Unit 6 for the Police Chief & Deputy Police Chief and under Unit 8 for the Fire Chief.

The Police Chief & Deputy Police Chief shall receive an annual stipend of \$1,000 for attending community events.

B. VEHICLE ALLOWANCE

The Police Chief, Deputy Police Chief, Fire Chief and Public Works Director shall be provided a vehicle. Other Employees may be granted a car allowance subject to the City Manager's approval and in accordance with City adopted policies. Employees will have access to City "Pool" vehicles for conducting City business or will be eligible for mileage reimbursement for personal vehicle use when conducting City business in accordance with City adopted policies.

C. TRAINING/MEMBERSHIPS

Employees shall be entitled to training, travel, workshops, and professional memberships, for the purpose of personal growth and enrichment subject to the annual amounts budgeted each year in the respective department for this purpose. City agrees to reimburse Employee for reasonable expenses for training, travel, workshops and professional memberships which have been authorized by the City Budget and approved in advance by the City Manager. Employee must submit expense receipts, statements or personal affidavits, and audit thereof in like manner as other demands against the City.

D. PUBLIC EMPLOYEES RETIREMENT SYSTEM

All Employees will be members of the California Public Employees Retirement System as provided by the terms of the contracts between the City of Grass Valley and the California Public Employees Retirement System.

Appendix A - Compensation and Benefits

Salary Schedule

Position	Annual Salary		
	Min	Mid	Max
Police Chief	\$ 159,478.26	\$ 189,779.13 <u>194,180.73</u>	\$ 220,080.00 <u>228,883.20</u>
Administrative Services Director	\$ 139,107.94	\$ 166,077.84 <u>169,938.80</u>	\$ 193,047.75 <u>200,769.66</u>
Fire Chief	\$ 152,149.54	\$ 181,115.46 <u>185,317.09</u>	\$ 210,081.38 <u>218,484.63</u>
Community Development Director	\$ 130,413.71	\$ 156,052.85 <u>159,686.70</u>	\$ 181,692.00 <u>188,959.68</u>
City Engineer	\$ 130,413.71	\$ 156,052.85 <u>159,686.70</u>	\$ 181,692.00 <u>188,959.68</u>
Utilities Director	\$ 130,413.71	\$ 156,052.85 <u>159,686.70</u>	\$ 181,692.00 <u>188,959.68</u>
Public Works Director of Operations	\$ 130,413.71	\$ 156,052.85 <u>159,686.70</u>	\$ 181,692.00 <u>188,959.68</u>
City Planner	\$ 108,665.00	\$ 123,677.25 <u>126,446.04</u>	\$ 138,689.50 <u>144,237.08</u>
Deputy Police Chief	\$ 143,530.43	\$ 170,801.21 <u>176,535.74</u>	\$ 201,476.00 <u>209,535.04</u>
Deputy Administrative Services Director	\$ 132,628.24	\$ 153,185.62 <u>156,660.48</u>	\$ 173,743.00 <u>180,692.72</u>
Deputy City Manager I	\$ 108,665.00	\$ 123,677.25 <u>126,446.04</u>	\$ 138,689.50 <u>144,237.08</u>
Deputy City Manager II	\$ 139,107.94	\$ 166,077.84 <u>169,938.80</u>	\$ 193,047.75 <u>200,769.66</u>
City Clerk	\$ 86,941.63	\$ 100,249.57 <u>102,520.72</u>	\$ 113,557.50 <u>118,099.80</u>
Deputy City Clerk/Management Services Analyst	\$ 78,248.07	\$ 90,224.91 <u>92,268.95</u>	\$ 102,201.75 <u>106,289.82</u>

**FOURTH AMENDED EMPLOYMENT AGREEMENT BETWEEN
CITY OF GRASS VALLEY AND ALEX GAMMELGARD**

This Fourth Amended Employment Agreement (“Agreement”) is effective as of the 8th day of October 2024 by and between the City of Grass Valley (“City”) and Alex Gammelgard (“Police Chief” or “Employee”) (collectively, the “Parties”).

RECITALS

WHEREAS, the City and Employee entered into an Employment Agreement (the “Original Agreement”) for their service in the position of Police Chief effective 12/18/2018; and amended that Original Agreement effective June 27, 2021 (“First Amendment”); and amended the First Amended agreement Effective June 26, 2022 (“Second Amendment”); and amended the Second Amendment Agreement Effective June 25, 2023 (“Third Amendment”)

WHEREAS, the City Council desires to provide the Employee with an increase in the pay range of positions in recognition of exemplary service to the City; and

WHEREAS, parties may modify the Agreement upon mutual written agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein the adequacy of which is hereby acknowledged by the PARTIES to be sufficient, the PARTIES agree as follows:

TERMS AND CONDITIONS

1. Remove and replace Appendix A with the attached Appendix A dated October 8, 2024, reflecting a 4% increase to the end of the pay range.
2. Remove and replace Appendix A with the attached Appendix A dated October 8, 2024, reflecting a revision to item E. Retiree Health Plan Benefit to reflect that an employee with ten years of Grass Valley service shall be eligible for \$500 towards CalPERS Health Premium.
3. All other terms, conditions, and provisions of the Original Agreement, First Amendment, Second Amendment, and Third Amendment, to the extent not modified by this Agreement, shall remain in full force and effect.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

CITY
City of Grass Valley

EMPLOYEE

By: _____
Tim Kiser
City Manager

By: _____
Alex Gammelgard

Date: _____

Date: _____

Attest:

By: _____
Taylor Whittingslow
Deputy City Manager

Date: _____

Approved as to form:

By: _____
Michael G. Colantuono,
City Attorney
Date: _____

Appendix A - Compensation and Benefits

Life Insurance and Long-Term Disability, EAP, Retiree Health Plan, other Benefits, and Special Provisions

A. EMPLOYEE CONTRIBUTIONS

Employee contributions towards health benefits are on a pre-tax basis and subject to IRS rules.

B. 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.

C. SHORT TERM/LONG TERM DISABILITY INSURANCE

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.

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.

D. 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.

E. RETIREE HEALTH PLAN BENEFIT

Employees who become subject to this Plan, who retire from the City in good standing, who have at least ten years of Grass Valley service, who elect to retain CalPERS medical coverage and who are of full retirement age shall be entitled to payment of up to \$500 towards the CalPERS premium for a single party until such time as the Employee is eligible to receive Medicare or is hired and has healthcare coverage available from the new employment.

Appendix A - Compensation and Benefits

If the Employee so desires, his/her spouse may be added at the additional cost difference of the Employee plus one and the Employee pays the difference. If the Employee retiree selects a health plan that costs less than the City's contribution, they will not be eligible to receive the cash difference. All premium contributions must be received one month in advance and it is the responsibility of the Employee retiree to ensure that the City receives payment. Failure to pay the retiree's contribution in a timely manner (i.e., within 30 days of due date) will result in the loss of the benefit.

Employees waiving health care coverage shall receive two hundred fifty dollars (\$250) per month less the cost of any elected dental or vision insurance per month until eligible for Medicare or is hired and has healthcare coverage available from the new employment. Employees waiving health care coverage must produce evidence of insurance through another source. Any payment due Employees for waiving medical insurance coverage shall be paid in a lump sum per month.

Personal Leave

The purpose of Personal Leave is to provide Employees the ability to accrue time for vacation, sick leave and personal leave situations.

Employees shall accrue Personal Leave hours at a rate of no less than 256 hours and no more than 328 hours per year based on years of service as set forth below. One twenty-sixth (1/26) of such Personal Leave amount shall accrue each pay period.

No Employee may carry a balance of more than 520 hours of their Personal Leave. Employees who have accumulated 520 hours of Personal Leave will accrue no further Personal Leave until they have used Personal Leave in an amount sufficient to bring their accumulated Personal Leave balance below 520 hours. Employees may convert up to 160 hours of accrued Personal Leave to salary compensation once each year. 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.

Employees who become subject to this Plan after July 1, 2011, must convert all accumulated Vacation Leave, Sick Leave to "Personal Leave". Those hours of Sick Leave or Vacation Leave combined in excess of 520 hours will be placed in a Sick Leave and Vacation 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. Upon separation from service, the City shall pay employee a one-time lump sum calculated on Fifty (50%) Percent of the employee's banked unused Sick Leave and one hundred (100%) percent of the employee's banked Vacation Leave. (For example, if an employee is compensated for 450 hours of sick leave at the 50% rate, the uncompensated 225 hours would go to PERS service credit as allowed by PERS.)

Employees will accrue Personal Leave time at the following rates:

Appendix A - Compensation and Benefits

1 to 2 years of city service = 256 hours
 2 plus years to 5 years = 272 hours (10.46 hours biweekly)
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 10 plus years to 20 years = 316 hours (12.15 hours biweekly)
 20 plus years = 328 hours (12.62 hours biweekly)

After 2 plus years of city service, credit for prior public service may be included for purposes of calculating annual time subject to the City Manager approval. Prior public service shall be similar in nature to the duties being performed by the Employee for City to be eligible for this benefit.

Certifications

The City shall pay the costs associated with obtaining and maintaining special certificates that are required by the State of California, the City of Grass Valley or any governmental agency to obtain and maintain as a condition of employment.

Holidays

Employees are entitled to 12 paid holidays as listed below.
 Recognized Holidays shall include:

New Year's Eve	New Year's Day
Presidents Day	Veterans Day
Martin Luther King Day	Thanksgiving Day
Memorial Day	The Day After Thanksgiving
July 4 th	Christmas Eve
Labor Day	Christmas Day

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."

Special Provisions

A. PUBLIC SAFETY ALLOWANCE

The Police Chief, Deputy Police Chief, and Fire Chief shall be provided a uniform and cleaning allowance. The amount of the benefit will be the same as established under Unit 6 for the Police Chief & Deputy Police Chief and under Unit 8 for the Fire Chief.

Appendix A - Compensation and Benefits

The Police Chief & Deputy Police Chief shall receive an annual stipend of \$1,000 for attending community events.

B. VEHICLE ALLOWANCE

The Police Chief, Deputy Police Chief, Fire Chief and Public Works Director shall be provided a vehicle. Other Employees may be granted a car allowance subject to the City Manager's approval and in accordance with City adopted policies. Employees will have access to City "Pool" vehicles for conducting City business or will be eligible for mileage reimbursement for personal vehicle use when conducting City business in accordance with City adopted policies.

C. TRAINING/MEMBERSHIPS

Employees shall be entitled to training, travel, workshops, and professional memberships, for the purpose of personal growth and enrichment subject to the annual amounts budgeted each year in the respective department for this purpose. City agrees to reimburse Employee for reasonable expenses for training, travel, workshops and professional memberships which have been authorized by the City Budget and approved in advance by the City Manager. Employee must submit expense receipts, statements or personal affidavits, and audit thereof in like manner as other demands against the City.

D. PUBLIC EMPLOYEES RETIREMENT SYSTEM

All Employees will be members of the California Public Employees Retirement System as provided by the terms of the contracts between the City of Grass Valley and the California Public Employees Retirement System.

Appendix A - Compensation and Benefits

Salary Schedule

<i>Position</i>	<i>Annual Salary</i>		
	<i>Min</i>	<i>Mid</i>	<i>Max</i>
Administrative Services Director	\$ 139,107.94	\$ 169,938.80	\$ 200,769.66
Deputy Administrative Services Director	\$ 132,628.24	\$ 156,660.48	\$ 180,692.72
City Clerk	\$ 86,941.63	\$ 102,520.72	\$ 118,099.80
Deputy City Clerk/Management Services Analyst	\$ 78,248.07	\$ 92,268.95	\$ 106,289.82
Deputy City Manager I	\$ 108,665.00	\$ 126,446.04	\$ 144,237.08
Deputy City Manager II	\$ 139,107.94	\$ 169,938.80	\$ 200,769.66
City Engineer	\$ 130,413.71	\$ 159,686.70	\$ 188,959.68
City Planner	\$ 108,665.00	\$ 126,446.04	\$ 144,237.08
Community Development Director	\$ 130,413.71	\$ 159,686.70	\$ 188,959.68
Fire Chief	\$ 152,149.54	\$ 185,317.09	\$ 218,484.63
Police Chief	\$ 159,478.26	\$ 194,180.73	\$ 228,883.20
Deputy Police Chief	\$ 143,530.43	\$ 176,535.74	\$ 209,535.04
Public Works Director of Operations	\$ 130,413.71	\$ 159,686.70	\$ 188,959.68
Utilities Director	\$ 130,413.71	\$ 159,686.70	\$ 188,959.68

**THIRD AMENDED EMPLOYMENT AGREEMENT BETWEEN
CITY OF GRASS VALLEY AND STEVE JOHNSON**

This Third Amended Employment Agreement (“Agreement”) is effective as of the 8th day of October 2024 by and between the City of Grass Valley (“City”) and Steve Johnson (“Deputy Police Chief” or “Employee”) (collectively, the “Parties”).

RECITALS

WHEREAS, the City and Employee entered into an Employment Agreement (the “Original Agreement”) for their service in the position of Deputy Police Chief effective 2/20/2022; and amended that Original Agreement effective June 26, 2022 (“First Amendment”); and amended the Second Amendment Agreement Effective June 25, 2023 (“Second Amendment”)

WHEREAS, the City Council desires to provide the Employee with an increase in the pay range of positions in recognition of exemplary service to the City; and

WHEREAS, parties may modify the Agreement upon mutual written agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein the adequacy of which is hereby acknowledged by the PARTIES to be sufficient, the PARTIES agree as follows:

TERMS AND CONDITIONS

1. Remove and replace Appendix A with the attached Appendix A dated October 8, 2024, reflecting a 4% increase to the end of the pay range.
2. Remove and replace Appendix A with the attached Appendix A dated October 8, 2024, reflecting a revision to item E. Retiree Health Plan Benefit to reflect that an employee with ten years of Grass Valley service shall be eligible for \$500 towards CalPERS Health Premium.
3. All other terms, conditions, and provisions of the Original Agreement, First Amendment, and Second Amendment, to the extent not modified by this Agreement, shall remain in full force and effect.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

CITY
City of Grass Valley

EMPLOYEE

By: _____
Tim Kiser
City Manager

By: _____
Steve Johnson

Date: _____

Date: _____

Attest:

By: _____
Taylor Whittingslow
Deputy City Manager

Date: _____

Approved as to form:

By: _____
Michael G. Colantuono,
City Attorney
Date: _____

Appendix A - Compensation and Benefits

Life Insurance and Long-Term Disability, EAP, Retiree Health Plan, other Benefits, and Special Provisions

A. EMPLOYEE CONTRIBUTIONS

Employee contributions towards health benefits are on a pre-tax basis and subject to IRS rules.

B. 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.

C. SHORT TERM/LONG TERM DISABILITY INSURANCE

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.

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.

D. 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.

E. RETIREE HEALTH PLAN BENEFIT

Employees who become subject to this Plan, who retire from the City in good standing, who have at least ten years of Grass Valley service, who elect to retain CalPERS medical coverage and who are of full retirement age shall be entitled to payment of up to \$500 towards the CalPERS premium for a single party until such time as the Employee is eligible to receive Medicare or is hired and has healthcare coverage available from the new employment.

Appendix A - Compensation and Benefits

If the Employee so desires, his/her spouse may be added at the additional cost difference of the Employee plus one and the Employee pays the difference. If the Employee retiree selects a health plan that costs less than the City's contribution, they will not be eligible to receive the cash difference. All premium contributions must be received one month in advance and it is the responsibility of the Employee retiree to ensure that the City receives payment. Failure to pay the retiree's contribution in a timely manner (i.e., within 30 days of due date) will result in the loss of the benefit.

Employees waiving health care coverage shall receive two hundred fifty dollars (\$250) per month less the cost of any elected dental or vision insurance per month until eligible for Medicare or is hired and has healthcare coverage available from the new employment. Employees waiving health care coverage must produce evidence of insurance through another source. Any payment due Employees for waiving medical insurance coverage shall be paid in a lump sum per month.

Personal Leave

The purpose of Personal Leave is to provide Employees the ability to accrue time for vacation, sick leave and personal leave situations.

Employees shall accrue Personal Leave hours at a rate of no less than 256 hours and no more than 328 hours per year based on years of service as set forth below. One twenty-sixth (1/26) of such Personal Leave amount shall accrue each pay period.

No Employee may carry a balance of more than 520 hours of their Personal Leave. Employees who have accumulated 520 hours of Personal Leave will accrue no further Personal Leave until they have used Personal Leave in an amount sufficient to bring their accumulated Personal Leave balance below 520 hours. Employees may convert up to 160 hours of accrued Personal Leave to salary compensation once each year. 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.

Employees who become subject to this Plan after July 1, 2011, must convert all accumulated Vacation Leave, Sick Leave to "Personal Leave". Those hours of Sick Leave or Vacation Leave combined in excess of 520 hours will be placed in a Sick Leave and Vacation 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. Upon separation from service, the City shall pay employee a one-time lump sum calculated on Fifty (50%) Percent of the employee's banked unused Sick Leave and one hundred (100%) percent of the employee's banked Vacation Leave. (For example, if an employee is compensated for 450 hours of sick leave at the 50% rate, the uncompensated 225 hours would go to PERS service credit as allowed by PERS.)

Employees will accrue Personal Leave time at the following rates:

Appendix A - Compensation and Benefits

1 to 2 years of city service = 256 hours
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 10 plus years to 20 years = 316 hours (12.15 hours biweekly)
 20 plus years = 328 hours (12.62 hours biweekly)

After 2 plus years of city service, credit for prior public service may be included for purposes of calculating annual time subject to the City Manager approval. Prior public service shall be similar in nature to the duties being performed by the Employee for City to be eligible for this benefit.

Certifications

The City shall pay the costs associated with obtaining and maintaining special certificates that are required by the State of California, the City of Grass Valley or any governmental agency to obtain and maintain as a condition of employment.

Holidays

Employees are entitled to 12 paid holidays as listed below.
 Recognized Holidays shall include:

New Year's Eve	New Year's Day
Presidents Day	Veterans Day
Martin Luther King Day	Thanksgiving Day
Memorial Day	The Day After Thanksgiving
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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."

Special Provisions

A. PUBLIC SAFETY ALLOWANCE

The Police Chief, Deputy Police Chief, and Fire Chief shall be provided a uniform and cleaning allowance. The amount of the benefit will be the same as established under Unit 6 for the Police Chief & Deputy Police Chief and under Unit 8 for the Fire Chief.

Appendix A - Compensation and Benefits

The Police Chief & Deputy Police Chief shall receive an annual stipend of \$1,000 for attending community events.

B. VEHICLE ALLOWANCE

The Police Chief, Deputy Police Chief, Fire Chief and Public Works Director shall be provided a vehicle. Other Employees may be granted a car allowance subject to the City Manager's approval and in accordance with City adopted policies. Employees will have access to City "Pool" vehicles for conducting City business or will be eligible for mileage reimbursement for personal vehicle use when conducting City business in accordance with City adopted policies.

C. TRAINING/MEMBERSHIPS

Employees shall be entitled to training, travel, workshops, and professional memberships, for the purpose of personal growth and enrichment subject to the annual amounts budgeted each year in the respective department for this purpose. City agrees to reimburse Employee for reasonable expenses for training, travel, workshops and professional memberships which have been authorized by the City Budget and approved in advance by the City Manager. Employee must submit expense receipts, statements or personal affidavits, and audit thereof in like manner as other demands against the City.

D. PUBLIC EMPLOYEES RETIREMENT SYSTEM

All Employees will be members of the California Public Employees Retirement System as provided by the terms of the contracts between the City of Grass Valley and the California Public Employees Retirement System.

Appendix A - Compensation and Benefits

Salary Schedule

<i>Position</i>	<i>Annual Salary</i>		
	<i>Min</i>	<i>Mid</i>	<i>Max</i>
Administrative Services Director	\$ 139,107.94	\$ 169,938.80	\$ 200,769.66
Deputy Administrative Services Director	\$ 132,628.24	\$ 156,660.48	\$ 180,692.72
City Clerk	\$ 86,941.63	\$ 102,520.72	\$ 118,099.80
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Deputy City Manager I	\$ 108,665.00	\$ 126,446.04	\$ 144,237.08
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Police Chief	\$ 159,478.26	\$ 194,180.73	\$ 228,883.20
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Public Works Director of Operations	\$ 130,413.71	\$ 159,686.70	\$ 188,959.68
Utilities Director	\$ 130,413.71	\$ 159,686.70	\$ 188,959.68

**THIRD AMENDED EMPLOYMENT AGREEMENT BETWEEN
CITY OF GRASS VALLEY AND TREVER VAN NOORT**

This Third Amended Employment Agreement (“Agreement”) is effective as of the 8th day of October 2024 by and between the City of Grass Valley (“City”) and Trever Van Noort (“Utilities Director” or “Employee”) (collectively, the “Parties”).

RECITALS

WHEREAS, the City and Employee entered into an Employment Agreement (the “Original Agreement”) for their service in the position of Utilities Director effective 2/20/2022; and amended that Original Agreement effective June 26, 2022 (“First Amendment”); and amended the Second Amendment Agreement Effective June 25, 2023 (“Second Amendment”)

WHEREAS, the City Council desires to provide the Employee with an increase in the pay range of positions in recognition of exemplary service to the City; and

WHEREAS, parties may modify the Agreement upon mutual written agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein the adequacy of which is hereby acknowledged by the PARTIES to be sufficient, the PARTIES agree as follows:

TERMS AND CONDITIONS

1. Remove and replace Appendix A with the attached Appendix A dated October 8, 2024, reflecting a 4% increase to the end of the pay range.
2. Remove and replace Appendix A with the attached Appendix A dated October 8, 2024, reflecting a revision to item E. Retiree Health Plan Benefit to reflect that an employee with ten years of Grass Valley service shall be eligible for \$500 towards CalPERS Health Premium.
3. All other terms, conditions, and provisions of the Original Agreement, First Amendment, and Second Amendment, to the extent not modified by this Agreement, shall remain in full force and effect.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

CITY
City of Grass Valley

EMPLOYEE

By: _____
Tim Kiser
City Manager

By: _____
Trevor Van Noort

Date: _____

Date: _____

Attest:

By: _____
Taylor Whittingslow
Deputy City Manager

Date: _____

Approved as to form:

By: _____
Michael G. Colantuono,
City Attorney
Date: _____

Appendix A - Compensation and Benefits

Life Insurance and Long-Term Disability, EAP, Retiree Health Plan, other Benefits, and Special Provisions

A. EMPLOYEE CONTRIBUTIONS

Employee contributions towards health benefits are on a pre-tax basis and subject to IRS rules.

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Employees who become subject to this Plan, who retire from the City in good standing, who have at least ten years of Grass Valley service, who elect to retain CalPERS medical coverage and who are of full retirement age shall be entitled to payment of up to \$500 towards the CalPERS premium for a single party until such time as the Employee is eligible to receive Medicare or is hired and has healthcare coverage available from the new employment.

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Special Provisions

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The Police Chief, Deputy Police Chief, and Fire Chief shall be provided a uniform and cleaning allowance. The amount of the benefit will be the same as established under Unit 6 for the Police Chief & Deputy Police Chief and under Unit 8 for the Fire Chief.

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The Police Chief & Deputy Police Chief shall receive an annual stipend of \$1,000 for attending community events.

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The Police Chief, Deputy Police Chief, Fire Chief and Public Works Director shall be provided a vehicle. Other Employees may be granted a car allowance subject to the City Manager's approval and in accordance with City adopted policies. Employees will have access to City "Pool" vehicles for conducting City business or will be eligible for mileage reimbursement for personal vehicle use when conducting City business in accordance with City adopted policies.

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Employees shall be entitled to training, travel, workshops, and professional memberships, for the purpose of personal growth and enrichment subject to the annual amounts budgeted each year in the respective department for this purpose. City agrees to reimburse Employee for reasonable expenses for training, travel, workshops and professional memberships which have been authorized by the City Budget and approved in advance by the City Manager. Employee must submit expense receipts, statements or personal affidavits, and audit thereof in like manner as other demands against the City.

D. PUBLIC EMPLOYEES RETIREMENT SYSTEM

All Employees will be members of the California Public Employees Retirement System as provided by the terms of the contracts between the City of Grass Valley and the California Public Employees Retirement System.

Appendix A - Compensation and Benefits

Salary Schedule

<i>Position</i>	<i>Annual Salary</i>		
	<i>Min</i>	<i>Mid</i>	<i>Max</i>
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Public Works Director of Operations	\$ 130,413.71	\$ 159,686.70	\$ 188,959.68
Utilities Director	\$ 130,413.71	\$ 159,686.70	\$ 188,959.68

**SECOND AMENDED EMPLOYMENT AGREEMENT BETWEEN
CITY OF GRASS VALLEY AND AMY KESLER-WOLFSON**

This Second Amended Employment Agreement (“Agreement”) is effective as of the 8th day of October 2024 by and between the City of Grass Valley (“City”) and Amy Kesler-Wolfson (“City Planner” or “Employee”) (collectively, the “Parties”).

RECITALS

WHEREAS, the City and Employee entered into an Employment Agreement (the “Original Agreement”) for their service in the position of City Planner effective 6/05/2023; and amended that Original Agreement June 25, 2023 (“First Amendment”)

WHEREAS, the City Council desires to provide the Employee with an increase in the pay range of positions in recognition of exemplary service to the City; and

WHEREAS, parties may modify the Agreement upon mutual written agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein the adequacy of which is hereby acknowledged by the PARTIES to be sufficient, the PARTIES agree as follows:

TERMS AND CONDITIONS

1. Remove and replace Appendix A with the attached Appendix A dated October 8, 2024, reflecting a 4% increase to the end of the pay range.
2. Remove and replace Appendix A with the attached Appendix A dated October 8, 2024, reflecting a revision to item E. Retiree Health Plan Benefit to reflect that an employee with ten years of Grass Valley service shall be eligible for \$500 towards CalPERS Health Premium.
3. All other terms, conditions, and provisions of the Original Agreement, and First Amendment, to the extent not modified by this Agreement, shall remain in full force and effect.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

CITY
City of Grass Valley

EMPLOYEE

By: _____
Tim Kiser
City Manager

By: _____
Amy Kesler-Wolfson

Date: _____

Date: _____

Attest:

By: _____
Taylor Whittingslow
Deputy City Manager

Date: _____

Approved as to form:

By: _____
Michael G. Colantuono,
City Attorney
Date: _____

Appendix A - Compensation and Benefits

Life Insurance and Long-Term Disability, EAP, Retiree Health Plan, other Benefits, and Special Provisions

A. EMPLOYEE CONTRIBUTIONS

Employee contributions towards health benefits are on a pre-tax basis and subject to IRS rules.

B. 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.

C. SHORT TERM/LONG TERM DISABILITY INSURANCE

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.

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.

D. 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.

E. RETIREE HEALTH PLAN BENEFIT

Employees who become subject to this Plan, who retire from the City in good standing, who have at least ten years of Grass Valley service, who elect to retain CalPERS medical coverage and who are of full retirement age shall be entitled to payment of up to \$500 towards the CalPERS premium for a single party until such time as the Employee is eligible to receive Medicare or is hired and has healthcare coverage available from the new employment.

Appendix A - Compensation and Benefits

If the Employee so desires, his/her spouse may be added at the additional cost difference of the Employee plus one and the Employee pays the difference. If the Employee retiree selects a health plan that costs less than the City's contribution, they will not be eligible to receive the cash difference. All premium contributions must be received one month in advance and it is the responsibility of the Employee retiree to ensure that the City receives payment. Failure to pay the retiree's contribution in a timely manner (i.e., within 30 days of due date) will result in the loss of the benefit.

Employees waiving health care coverage shall receive two hundred fifty dollars (\$250) per month less the cost of any elected dental or vision insurance per month until eligible for Medicare or is hired and has healthcare coverage available from the new employment. Employees waiving health care coverage must produce evidence of insurance through another source. Any payment due Employees for waiving medical insurance coverage shall be paid in a lump sum per month.

Personal Leave

The purpose of Personal Leave is to provide Employees the ability to accrue time for vacation, sick leave and personal leave situations.

Employees shall accrue Personal Leave hours at a rate of no less than 256 hours and no more than 328 hours per year based on years of service as set forth below. One twenty-sixth (1/26) of such Personal Leave amount shall accrue each pay period.

No Employee may carry a balance of more than 520 hours of their Personal Leave. Employees who have accumulated 520 hours of Personal Leave will accrue no further Personal Leave until they have used Personal Leave in an amount sufficient to bring their accumulated Personal Leave balance below 520 hours. Employees may convert up to 160 hours of accrued Personal Leave to salary compensation once each year. 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.

Employees who become subject to this Plan after July 1, 2011, must convert all accumulated Vacation Leave, Sick Leave to "Personal Leave". Those hours of Sick Leave or Vacation Leave combined in excess of 520 hours will be placed in a Sick Leave and Vacation 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. Upon separation from service, the City shall pay employee a one-time lump sum calculated on Fifty (50%) Percent of the employee's banked unused Sick Leave and one hundred (100%) percent of the employee's banked Vacation Leave. (For example, if an employee is compensated for 450 hours of sick leave at the 50% rate, the uncompensated 225 hours would go to PERS service credit as allowed by PERS.)

Employees will accrue Personal Leave time at the following rates:

Appendix A - Compensation and Benefits

1 to 2 years of city service = 256 hours
 2 plus years to 5 years = 272 hours (10.46 hours biweekly)
 5 plus years to 10 years = 296 hours (11.38 hours biweekly)
 10 plus years to 20 years = 316 hours (12.15 hours biweekly)
 20 plus years = 328 hours (12.62 hours biweekly)

After 2 plus years of city service, credit for prior public service may be included for purposes of calculating annual time subject to the City Manager approval. Prior public service shall be similar in nature to the duties being performed by the Employee for City to be eligible for this benefit.

Certifications

The City shall pay the costs associated with obtaining and maintaining special certificates that are required by the State of California, the City of Grass Valley or any governmental agency to obtain and maintain as a condition of employment.

Holidays

Employees are entitled to 12 paid holidays as listed below.
 Recognized Holidays shall include:

New Year's Eve	New Year's Day
Presidents Day	Veterans Day
Martin Luther King Day	Thanksgiving Day
Memorial Day	The Day After Thanksgiving
July 4 th	Christmas Eve
Labor Day	Christmas Day

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."

Special Provisions

A. PUBLIC SAFETY ALLOWANCE

The Police Chief, Deputy Police Chief, and Fire Chief shall be provided a uniform and cleaning allowance. The amount of the benefit will be the same as established under Unit 6 for the Police Chief & Deputy Police Chief and under Unit 8 for the Fire Chief.

Appendix A - Compensation and Benefits

The Police Chief & Deputy Police Chief shall receive an annual stipend of \$1,000 for attending community events.

B. VEHICLE ALLOWANCE

The Police Chief, Deputy Police Chief, Fire Chief and Public Works Director shall be provided a vehicle. Other Employees may be granted a car allowance subject to the City Manager's approval and in accordance with City adopted policies. Employees will have access to City "Pool" vehicles for conducting City business or will be eligible for mileage reimbursement for personal vehicle use when conducting City business in accordance with City adopted policies.

C. TRAINING/MEMBERSHIPS

Employees shall be entitled to training, travel, workshops, and professional memberships, for the purpose of personal growth and enrichment subject to the annual amounts budgeted each year in the respective department for this purpose. City agrees to reimburse Employee for reasonable expenses for training, travel, workshops and professional memberships which have been authorized by the City Budget and approved in advance by the City Manager. Employee must submit expense receipts, statements or personal affidavits, and audit thereof in like manner as other demands against the City.

D. PUBLIC EMPLOYEES RETIREMENT SYSTEM

All Employees will be members of the California Public Employees Retirement System as provided by the terms of the contracts between the City of Grass Valley and the California Public Employees Retirement System.

Appendix A - Compensation and Benefits

Salary Schedule

<i>Position</i>	<i>Annual Salary</i>		
	<i>Min</i>	<i>Mid</i>	<i>Max</i>
Administrative Services Director	\$ 139,107.94	\$ 169,938.80	\$ 200,769.66
Deputy Administrative Services Director	\$ 132,628.24	\$ 156,660.48	\$ 180,692.72
City Clerk	\$ 86,941.63	\$ 102,520.72	\$ 118,099.80
Deputy City Clerk/Management Services Analyst	\$ 78,248.07	\$ 92,268.95	\$ 106,289.82
Deputy City Manager I	\$ 108,665.00	\$ 126,446.04	\$ 144,237.08
Deputy City Manager II	\$ 139,107.94	\$ 169,938.80	\$ 200,769.66
City Engineer	\$ 130,413.71	\$ 159,686.70	\$ 188,959.68
City Planner	\$ 108,665.00	\$ 126,446.04	\$ 144,237.08
Community Development Director	\$ 130,413.71	\$ 159,686.70	\$ 188,959.68
Fire Chief	\$ 152,149.54	\$ 185,317.09	\$ 218,484.63
Police Chief	\$ 159,478.26	\$ 194,180.73	\$ 228,883.20
Deputy Police Chief	\$ 143,530.43	\$ 176,535.74	\$ 209,535.04
Public Works Director of Operations	\$ 130,413.71	\$ 159,686.70	\$ 188,959.68
Utilities Director	\$ 130,413.71	\$ 159,686.70	\$ 188,959.68

**FOURTH AMENDED EMPLOYMENT AGREEMENT BETWEEN
CITY OF GRASS VALLEY AND MARK BUTTRON**

This Fourth Amended Employment Agreement (“Agreement”) is effective as of the 8th day of October 2024 by and between the City of Grass Valley (“City”) and Mark Buttron (“Fire Chief” or “Employee”) (collectively, the “Parties”).

RECITALS

WHEREAS, the City and Employee entered into an Employment Agreement (the “Original Agreement”) for their service in the position of Fire Chief effective 12/18/2018; and amended that Original Agreement effective June 27, 2021 (“First Amendment”); and amended the First Amended agreement Effective June 26, 2022 (“Second Amendment”); and amended the Second Amendment Agreement Effective June 25, 2023 (“Third Amendment”)

WHEREAS, the City Council desires to provide the Employee with an increase in the pay range of positions in recognition of exemplary service to the City; and

WHEREAS, parties may modify the Agreement upon mutual written agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein the adequacy of which is hereby acknowledged by the PARTIES to be sufficient, the PARTIES agree as follows:

TERMS AND CONDITIONS

1. Remove and replace Appendix A with the attached Appendix A dated October 8, 2024, reflecting a 4% increase to the end of the pay range.
2. Remove and replace Appendix A with the attached Appendix A dated October 8, 2024, reflecting a revision to item E. Retiree Health Plan Benefit to reflect that an employee with ten years of Grass Valley service shall be eligible for \$500 towards CalPERS Health Premium.
3. All other terms, conditions, and provisions of the Original Agreement, First Amendment, Second Amendment, and Third Amendment, to the extent not modified by this Agreement, shall remain in full force and effect.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

CITY
City of Grass Valley

EMPLOYEE

By: _____
Tim Kiser
City Manager

By: _____
Mark Buttron

Date: _____

Date: _____

Attest:

By: _____
Taylor Whittingslow
Deputy City Manager

Date: _____

Approved as to form:

By: _____
Michael G. Colantuono,
City Attorney
Date: _____

Appendix A - Compensation and Benefits

Life Insurance and Long-Term Disability, EAP, Retiree Health Plan, other Benefits, and Special Provisions

A. EMPLOYEE CONTRIBUTIONS

Employee contributions towards health benefits are on a pre-tax basis and subject to IRS rules.

B. 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.

C. SHORT TERM/LONG TERM DISABILITY INSURANCE

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.

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.

D. 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.

E. RETIREE HEALTH PLAN BENEFIT

Employees who become subject to this Plan, who retire from the City in good standing, who have at least ten years of Grass Valley service, who elect to retain CalPERS medical coverage and who are of full retirement age shall be entitled to payment of up to \$500 towards the CalPERS premium for a single party until such time as the Employee is eligible to receive Medicare or is hired and has healthcare coverage available from the new employment.

Appendix A - Compensation and Benefits

If the Employee so desires, his/her spouse may be added at the additional cost difference of the Employee plus one and the Employee pays the difference. If the Employee retiree selects a health plan that costs less than the City's contribution, they will not be eligible to receive the cash difference. All premium contributions must be received one month in advance and it is the responsibility of the Employee retiree to ensure that the City receives payment. Failure to pay the retiree's contribution in a timely manner (i.e., within 30 days of due date) will result in the loss of the benefit.

Employees waiving health care coverage shall receive two hundred fifty dollars (\$250) per month less the cost of any elected dental or vision insurance per month until eligible for Medicare or is hired and has healthcare coverage available from the new employment. Employees waiving health care coverage must produce evidence of insurance through another source. Any payment due Employees for waiving medical insurance coverage shall be paid in a lump sum per month.

Personal Leave

The purpose of Personal Leave is to provide Employees the ability to accrue time for vacation, sick leave and personal leave situations.

Employees shall accrue Personal Leave hours at a rate of no less than 256 hours and no more than 328 hours per year based on years of service as set forth below. One twenty-sixth (1/26) of such Personal Leave amount shall accrue each pay period.

No Employee may carry a balance of more than 520 hours of their Personal Leave. Employees who have accumulated 520 hours of Personal Leave will accrue no further Personal Leave until they have used Personal Leave in an amount sufficient to bring their accumulated Personal Leave balance below 520 hours. Employees may convert up to 160 hours of accrued Personal Leave to salary compensation once each year. 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.

Employees who become subject to this Plan after July 1, 2011, must convert all accumulated Vacation Leave, Sick Leave to "Personal Leave". Those hours of Sick Leave or Vacation Leave combined in excess of 520 hours will be placed in a Sick Leave and Vacation 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. Upon separation from service, the City shall pay employee a one-time lump sum calculated on Fifty (50%) Percent of the employee's banked unused Sick Leave and one hundred (100%) percent of the employee's banked Vacation Leave. (For example, if an employee is compensated for 450 hours of sick leave at the 50% rate, the uncompensated 225 hours would go to PERS service credit as allowed by PERS.)

Employees will accrue Personal Leave time at the following rates:

Appendix A - Compensation and Benefits

1 to 2 years of city service = 256 hours
 2 plus years to 5 years = 272 hours (10.46 hours biweekly)
 5 plus years to 10 years = 296 hours (11.38 hours biweekly)
 10 plus years to 20 years = 316 hours (12.15 hours biweekly)
 20 plus years = 328 hours (12.62 hours biweekly)

After 2 plus years of city service, credit for prior public service may be included for purposes of calculating annual time subject to the City Manager approval. Prior public service shall be similar in nature to the duties being performed by the Employee for City to be eligible for this benefit.

Certifications

The City shall pay the costs associated with obtaining and maintaining special certificates that are required by the State of California, the City of Grass Valley or any governmental agency to obtain and maintain as a condition of employment.

Holidays

Employees are entitled to 12 paid holidays as listed below.
 Recognized Holidays shall include:

New Year's Eve	New Year's Day
Presidents Day	Veterans Day
Martin Luther King Day	Thanksgiving Day
Memorial Day	The Day After Thanksgiving
July 4 th	Christmas Eve
Labor Day	Christmas Day

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."

Special Provisions

A. PUBLIC SAFETY ALLOWANCE

The Police Chief, Deputy Police Chief, and Fire Chief shall be provided a uniform and cleaning allowance. The amount of the benefit will be the same as established under Unit 6 for the Police Chief & Deputy Police Chief and under Unit 8 for the Fire Chief.

Appendix A - Compensation and Benefits

The Police Chief & Deputy Police Chief shall receive an annual stipend of \$1,000 for attending community events.

B. VEHICLE ALLOWANCE

The Police Chief, Deputy Police Chief, Fire Chief and Public Works Director shall be provided a vehicle. Other Employees may be granted a car allowance subject to the City Manager's approval and in accordance with City adopted policies. Employees will have access to City "Pool" vehicles for conducting City business or will be eligible for mileage reimbursement for personal vehicle use when conducting City business in accordance with City adopted policies.

C. TRAINING/MEMBERSHIPS

Employees shall be entitled to training, travel, workshops, and professional memberships, for the purpose of personal growth and enrichment subject to the annual amounts budgeted each year in the respective department for this purpose. City agrees to reimburse Employee for reasonable expenses for training, travel, workshops and professional memberships which have been authorized by the City Budget and approved in advance by the City Manager. Employee must submit expense receipts, statements or personal affidavits, and audit thereof in like manner as other demands against the City.

D. PUBLIC EMPLOYEES RETIREMENT SYSTEM

All Employees will be members of the California Public Employees Retirement System as provided by the terms of the contracts between the City of Grass Valley and the California Public Employees Retirement System.

Appendix A - Compensation and Benefits

Salary Schedule

<i>Position</i>	<i>Annual Salary</i>		
	<i>Min</i>	<i>Mid</i>	<i>Max</i>
Administrative Services Director	\$ 139,107.94	\$ 169,938.80	\$ 200,769.66
Deputy Administrative Services Director	\$ 132,628.24	\$ 156,660.48	\$ 180,692.72
City Clerk	\$ 86,941.63	\$ 102,520.72	\$ 118,099.80
Deputy City Clerk/Management Services Analyst	\$ 78,248.07	\$ 92,268.95	\$ 106,289.82
Deputy City Manager I	\$ 108,665.00	\$ 126,446.04	\$ 144,237.08
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Public Works Director of Operations	\$ 130,413.71	\$ 159,686.70	\$ 188,959.68
Utilities Director	\$ 130,413.71	\$ 159,686.70	\$ 188,959.68

**FOURTH AMENDED EMPLOYMENT AGREEMENT BETWEEN
CITY OF GRASS VALLEY AND ANDY HEATH**

This Fourth Amended Employment Agreement (“Agreement”) is effective as of the 8th day of October 2024 by and between the City of Grass Valley (“City”) and Andy Heath (“Administrative Services Director” or “Employee”) (collectively, the “Parties”).

RECITALS

WHEREAS, the City and Employee entered into an Employment Agreement (the “Original Agreement”) for their service in the position of Administrative Services Director effective 1/26/2020; and amended that Original Agreement effective June 27, 2021 (“First Amendment”); and amended the First Amended agreement Effective June 26, 2022 (“Second Amendment”); and amended the Second Amendment Agreement Effective June 25, 2023 (“Third Amendment”)

WHEREAS, the City Council desires to provide the Employee with an increase in the pay range of positions in recognition of exemplary service to the City; and

WHEREAS, parties may modify the Agreement upon mutual written agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein the adequacy of which is hereby acknowledged by the PARTIES to be sufficient, the PARTIES agree as follows:

TERMS AND CONDITIONS

1. Remove and replace Appendix A with the attached Appendix A dated October 8, 2024, reflecting a 4% increase to the end of the pay range.
2. Remove and replace Appendix A with the attached Appendix A dated October 8, 2024, reflecting a revision to item E. Retiree Health Plan Benefit to reflect that an employee with ten years of Grass Valley service shall be eligible for \$500 towards CalPERS Health Premium.
3. All other terms, conditions, and provisions of the Original Agreement, First Amendment, Second Amendment, and Third Amendment, to the extent not modified by this Agreement, shall remain in full force and effect.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

CITY
City of Grass Valley

EMPLOYEE

By: _____
Tim Kiser
City Manager

By: _____
Andy Heath

Date: _____

Date: _____

Attest:

By: _____
Taylor Whittingslow
Deputy City Manager

Date: _____

Approved as to form:

By: _____
Michael G. Colantuono,
City Attorney
Date: _____

Appendix A - Compensation and Benefits

Life Insurance and Long-Term Disability, EAP, Retiree Health Plan, other Benefits, and Special Provisions

A. EMPLOYEE CONTRIBUTIONS

Employee contributions towards health benefits are on a pre-tax basis and subject to IRS rules.

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Employees who become subject to this Plan, who retire from the City in good standing, who have at least ten years of Grass Valley service, who elect to retain CalPERS medical coverage and who are of full retirement age shall be entitled to payment of up to \$500 towards the CalPERS premium for a single party until such time as the Employee is eligible to receive Medicare or is hired and has healthcare coverage available from the new employment.

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Special Provisions

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The Police Chief, Deputy Police Chief, and Fire Chief shall be provided a uniform and cleaning allowance. The amount of the benefit will be the same as established under Unit 6 for the Police Chief & Deputy Police Chief and under Unit 8 for the Fire Chief.

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The Police Chief & Deputy Police Chief shall receive an annual stipend of \$1,000 for attending community events.

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The Police Chief, Deputy Police Chief, Fire Chief and Public Works Director shall be provided a vehicle. Other Employees may be granted a car allowance subject to the City Manager's approval and in accordance with City adopted policies. Employees will have access to City "Pool" vehicles for conducting City business or will be eligible for mileage reimbursement for personal vehicle use when conducting City business in accordance with City adopted policies.

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Employees shall be entitled to training, travel, workshops, and professional memberships, for the purpose of personal growth and enrichment subject to the annual amounts budgeted each year in the respective department for this purpose. City agrees to reimburse Employee for reasonable expenses for training, travel, workshops and professional memberships which have been authorized by the City Budget and approved in advance by the City Manager. Employee must submit expense receipts, statements or personal affidavits, and audit thereof in like manner as other demands against the City.

D. PUBLIC EMPLOYEES RETIREMENT SYSTEM

All Employees will be members of the California Public Employees Retirement System as provided by the terms of the contracts between the City of Grass Valley and the California Public Employees Retirement System.

Appendix A - Compensation and Benefits

Salary Schedule

<i>Position</i>	<i>Annual Salary</i>		
	<i>Min</i>	<i>Mid</i>	<i>Max</i>
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City Planner	\$ 108,665.00	\$ 126,446.04	\$ 144,237.08
Community Development Director	\$ 130,413.71	\$ 159,686.70	\$ 188,959.68
Fire Chief	\$ 152,149.54	\$ 185,317.09	\$ 218,484.63
Police Chief	\$ 159,478.26	\$ 194,180.73	\$ 228,883.20
Deputy Police Chief	\$ 143,530.43	\$ 176,535.74	\$ 209,535.04
Public Works Director of Operations	\$ 130,413.71	\$ 159,686.70	\$ 188,959.68
Utilities Director	\$ 130,413.71	\$ 159,686.70	\$ 188,959.68

**FIRST AMENDED EMPLOYMENT AGREEMENT BETWEEN
CITY OF GRASS VALLEY AND TAYLOR WHITTINGSLOW**

This First Amended Employment Agreement (“Agreement”) is effective as of the 8th day of October 2024 by and between the City of Grass Valley (“City”) and Taylor Whittingslow (“City Planner” or “Employee”) (collectively, the “Parties”).

RECITALS

WHEREAS, the City and Employee entered into an Employment Agreement (the “Original Agreement”) for their service in the position of Deputy City Manager I effective 2/21/2024

WHEREAS, Taylor Day legally changed their name to Taylor Whittingslow effective May 18, 2024,

WHEREAS, the City Council desires to provide the Employee with an increase in the pay range of positions in recognition of exemplary service to the City; and

WHEREAS, parties may modify the Agreement upon mutual written agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein the adequacy of which is hereby acknowledged by the PARTIES to be sufficient, the PARTIES agree as follows:

TERMS AND CONDITIONS

1. Remove and replace Appendix A with the attached Appendix A dated October 8, 2024, reflecting a 4% increase to the end of the pay range.
2. Remove and replace Appendix A with the attached Appendix A dated October 8, 2024, reflecting a revision to item E. Retiree Health Plan Benefit to reflect that an employee with ten years of Grass Valley service shall be eligible for \$500 towards CalPERS Health Premium.
3. All other terms, conditions, and provisions of the Original Agreement, to the extent not modified by this Agreement, shall remain in full force and effect.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

CITY
City of Grass Valley

EMPLOYEE

By: _____
Tim Kiser
City Manager

By: _____
Taylor Whittingslow

Date: _____

Date: _____

Attest:

By: _____
Taylor Whittingslow
Deputy City Manager

Date: _____

Approved as to form:

By: _____
Michael G. Colantuono,
City Attorney
Date: _____

Appendix A - Compensation and Benefits

Life Insurance and Long-Term Disability, EAP, Retiree Health Plan, other Benefits, and Special Provisions

A. EMPLOYEE CONTRIBUTIONS

Employee contributions towards health benefits are on a pre-tax basis and subject to IRS rules.

B. 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.

C. SHORT TERM/LONG TERM DISABILITY INSURANCE

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.

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.

D. 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.

E. RETIREE HEALTH PLAN BENEFIT

Employees who become subject to this Plan, who retire from the City in good standing, who have at least ten years of Grass Valley service, who elect to retain CalPERS medical coverage and who are of full retirement age shall be entitled to payment of up to \$500 towards the CalPERS premium for a single party until such time as the Employee is eligible to receive Medicare or is hired and has healthcare coverage available from the new employment.

Appendix A - Compensation and Benefits

If the Employee so desires, his/her spouse may be added at the additional cost difference of the Employee plus one and the Employee pays the difference. If the Employee retiree selects a health plan that costs less than the City's contribution, they will not be eligible to receive the cash difference. All premium contributions must be received one month in advance and it is the responsibility of the Employee retiree to ensure that the City receives payment. Failure to pay the retiree's contribution in a timely manner (i.e., within 30 days of due date) will result in the loss of the benefit.

Employees waiving health care coverage shall receive two hundred fifty dollars (\$250) per month less the cost of any elected dental or vision insurance per month until eligible for Medicare or is hired and has healthcare coverage available from the new employment. Employees waiving health care coverage must produce evidence of insurance through another source. Any payment due Employees for waiving medical insurance coverage shall be paid in a lump sum per month.

Personal Leave

The purpose of Personal Leave is to provide Employees the ability to accrue time for vacation, sick leave and personal leave situations.

Employees shall accrue Personal Leave hours at a rate of no less than 256 hours and no more than 328 hours per year based on years of service as set forth below. One twenty-sixth (1/26) of such Personal Leave amount shall accrue each pay period.

No Employee may carry a balance of more than 520 hours of their Personal Leave. Employees who have accumulated 520 hours of Personal Leave will accrue no further Personal Leave until they have used Personal Leave in an amount sufficient to bring their accumulated Personal Leave balance below 520 hours. Employees may convert up to 160 hours of accrued Personal Leave to salary compensation once each year. 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.

Employees who become subject to this Plan after July 1, 2011, must convert all accumulated Vacation Leave, Sick Leave to "Personal Leave". Those hours of Sick Leave or Vacation Leave combined in excess of 520 hours will be placed in a Sick Leave and Vacation 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. Upon separation from service, the City shall pay employee a one-time lump sum calculated on Fifty (50%) Percent of the employee's banked unused Sick Leave and one hundred (100%) percent of the employee's banked Vacation Leave. (For example, if an employee is compensated for 450 hours of sick leave at the 50% rate, the uncompensated 225 hours would go to PERS service credit as allowed by PERS.)

Employees will accrue Personal Leave time at the following rates:

Appendix A - Compensation and Benefits

1 to 2 years of city service = 256 hours
 2 plus years to 5 years = 272 hours (10.46 hours biweekly)
 5 plus years to 10 years = 296 hours (11.38 hours biweekly)
 10 plus years to 20 years = 316 hours (12.15 hours biweekly)
 20 plus years = 328 hours (12.62 hours biweekly)

After 2 plus years of city service, credit for prior public service may be included for purposes of calculating annual time subject to the City Manager approval. Prior public service shall be similar in nature to the duties being performed by the Employee for City to be eligible for this benefit.

Certifications

The City shall pay the costs associated with obtaining and maintaining special certificates that are required by the State of California, the City of Grass Valley or any governmental agency to obtain and maintain as a condition of employment.

Holidays

Employees are entitled to 12 paid holidays as listed below.
 Recognized Holidays shall include:

New Year's Eve	New Year's Day
Presidents Day	Veterans Day
Martin Luther King Day	Thanksgiving Day
Memorial Day	The Day After Thanksgiving
July 4 th	Christmas Eve
Labor Day	Christmas Day

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."

Special Provisions

A. PUBLIC SAFETY ALLOWANCE

The Police Chief, Deputy Police Chief, and Fire Chief shall be provided a uniform and cleaning allowance. The amount of the benefit will be the same as established under Unit 6 for the Police Chief & Deputy Police Chief and under Unit 8 for the Fire Chief.

Appendix A - Compensation and Benefits

The Police Chief & Deputy Police Chief shall receive an annual stipend of \$1,000 for attending community events.

B. VEHICLE ALLOWANCE

The Police Chief, Deputy Police Chief, Fire Chief and Public Works Director shall be provided a vehicle. Other Employees may be granted a car allowance subject to the City Manager's approval and in accordance with City adopted policies. Employees will have access to City "Pool" vehicles for conducting City business or will be eligible for mileage reimbursement for personal vehicle use when conducting City business in accordance with City adopted policies.

C. TRAINING/MEMBERSHIPS

Employees shall be entitled to training, travel, workshops, and professional memberships, for the purpose of personal growth and enrichment subject to the annual amounts budgeted each year in the respective department for this purpose. City agrees to reimburse Employee for reasonable expenses for training, travel, workshops and professional memberships which have been authorized by the City Budget and approved in advance by the City Manager. Employee must submit expense receipts, statements or personal affidavits, and audit thereof in like manner as other demands against the City.

D. PUBLIC EMPLOYEES RETIREMENT SYSTEM

All Employees will be members of the California Public Employees Retirement System as provided by the terms of the contracts between the City of Grass Valley and the California Public Employees Retirement System.

Appendix A - Compensation and Benefits

Salary Schedule

<i>Position</i>	<i>Annual Salary</i>		
	<i>Min</i>	<i>Mid</i>	<i>Max</i>
Administrative Services Director	\$ 139,107.94	\$ 169,938.80	\$ 200,769.66
Deputy Administrative Services Director	\$ 132,628.24	\$ 156,660.48	\$ 180,692.72
City Clerk	\$ 86,941.63	\$ 102,520.72	\$ 118,099.80
Deputy City Clerk/Management Services Analyst	\$ 78,248.07	\$ 92,268.95	\$ 106,289.82
Deputy City Manager I	\$ 108,665.00	\$ 126,446.04	\$ 144,237.08
Deputy City Manager II	\$ 139,107.94	\$ 169,938.80	\$ 200,769.66
City Engineer	\$ 130,413.71	\$ 159,686.70	\$ 188,959.68
City Planner	\$ 108,665.00	\$ 126,446.04	\$ 144,237.08
Community Development Director	\$ 130,413.71	\$ 159,686.70	\$ 188,959.68
Fire Chief	\$ 152,149.54	\$ 185,317.09	\$ 218,484.63
Police Chief	\$ 159,478.26	\$ 194,180.73	\$ 228,883.20
Deputy Police Chief	\$ 143,530.43	\$ 176,535.74	\$ 209,535.04
Public Works Director of Operations	\$ 130,413.71	\$ 159,686.70	\$ 188,959.68
Utilities Director	\$ 130,413.71	\$ 159,686.70	\$ 188,959.68

**THIRD AMENDED EMPLOYMENT AGREEMENT BETWEEN
CITY OF GRASS VALLEY AND BJORN JONES**

This Third Amended Employment Agreement (“Agreement”) is effective as of the 8th day of October 2024 by and between the City of Grass Valley (“City”) and Bjorn Jones (“City Engineer” or “Employee”) (collectively, the “Parties”).

RECITALS

WHEREAS, the City and Employee entered into an Employment Agreement (the “Original Agreement”) for their service in the position of City Engineer effective 2/20/2022; and amended that Original Agreement effective June 26, 2022 (“First Amendment”); and amended the Second Amendment Agreement Effective June 25, 2023 (“Second Amendment”)

WHEREAS, the City Council desires to provide the Employee with an increase in the pay range of positions in recognition of exemplary service to the City; and

WHEREAS, parties may modify the Agreement upon mutual written agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein the adequacy of which is hereby acknowledged by the PARTIES to be sufficient, the PARTIES agree as follows:

TERMS AND CONDITIONS

1. Remove and replace Appendix A with the attached Appendix A dated October 8, 2024, reflecting a 4% increase to the end of the pay range.
2. Remove and replace Appendix A with the attached Appendix A dated October 8, 2024, reflecting a revision to item E. Retiree Health Plan Benefit to reflect that an employee with ten years of Grass Valley service shall be eligible for \$500 towards CalPERS Health Premium.
3. All other terms, conditions, and provisions of the Original Agreement, First Amendment, Second Amendment, to the extent not modified by this Agreement, shall remain in full force and effect.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

CITY
City of Grass Valley

EMPLOYEE

By: _____
Tim Kiser
City Manager

By: _____
Bjorn Jones

Date: _____

Date: _____

Attest:

By: _____
Taylor Whittingslow
Deputy City Manager

Date: _____

Approved as to form:

By: _____
Michael G. Colantuono,
City Attorney
Date: _____

Appendix A - Compensation and Benefits

Life Insurance and Long-Term Disability, EAP, Retiree Health Plan, other Benefits, and Special Provisions

A. EMPLOYEE CONTRIBUTIONS

Employee contributions towards health benefits are on a pre-tax basis and subject to IRS rules.

B. 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.

C. SHORT TERM/LONG TERM DISABILITY INSURANCE

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.

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.

D. 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.

E. RETIREE HEALTH PLAN BENEFIT

Employees who become subject to this Plan, who retire from the City in good standing, who have at least ten years of Grass Valley service, who elect to retain CalPERS medical coverage and who are of full retirement age shall be entitled to payment of up to \$500 towards the CalPERS premium for a single party until such time as the Employee is eligible to receive Medicare or is hired and has healthcare coverage available from the new employment.

Appendix A - Compensation and Benefits

If the Employee so desires, his/her spouse may be added at the additional cost difference of the Employee plus one and the Employee pays the difference. If the Employee retiree selects a health plan that costs less than the City's contribution, they will not be eligible to receive the cash difference. All premium contributions must be received one month in advance and it is the responsibility of the Employee retiree to ensure that the City receives payment. Failure to pay the retiree's contribution in a timely manner (i.e., within 30 days of due date) will result in the loss of the benefit.

Employees waiving health care coverage shall receive two hundred fifty dollars (\$250) per month less the cost of any elected dental or vision insurance per month until eligible for Medicare or is hired and has healthcare coverage available from the new employment. Employees waiving health care coverage must produce evidence of insurance through another source. Any payment due Employees for waiving medical insurance coverage shall be paid in a lump sum per month.

Personal Leave

The purpose of Personal Leave is to provide Employees the ability to accrue time for vacation, sick leave and personal leave situations.

Employees shall accrue Personal Leave hours at a rate of no less than 256 hours and no more than 328 hours per year based on years of service as set forth below. One twenty-sixth (1/26) of such Personal Leave amount shall accrue each pay period.

No Employee may carry a balance of more than 520 hours of their Personal Leave. Employees who have accumulated 520 hours of Personal Leave will accrue no further Personal Leave until they have used Personal Leave in an amount sufficient to bring their accumulated Personal Leave balance below 520 hours. Employees may convert up to 160 hours of accrued Personal Leave to salary compensation once each year. 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.

Employees who become subject to this Plan after July 1, 2011, must convert all accumulated Vacation Leave, Sick Leave to "Personal Leave". Those hours of Sick Leave or Vacation Leave combined in excess of 520 hours will be placed in a Sick Leave and Vacation 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. Upon separation from service, the City shall pay employee a one-time lump sum calculated on Fifty (50%) Percent of the employee's banked unused Sick Leave and one hundred (100%) percent of the employee's banked Vacation Leave. (For example, if an employee is compensated for 450 hours of sick leave at the 50% rate, the uncompensated 225 hours would go to PERS service credit as allowed by PERS.)

Employees will accrue Personal Leave time at the following rates:

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1 to 2 years of city service = 256 hours
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After 2 plus years of city service, credit for prior public service may be included for purposes of calculating annual time subject to the City Manager approval. Prior public service shall be similar in nature to the duties being performed by the Employee for City to be eligible for this benefit.

Certifications

The City shall pay the costs associated with obtaining and maintaining special certificates that are required by the State of California, the City of Grass Valley or any governmental agency to obtain and maintain as a condition of employment.

Holidays

Employees are entitled to 12 paid holidays as listed below.
 Recognized Holidays shall include:

New Year's Eve	New Year's Day
Presidents Day	Veterans Day
Martin Luther King Day	Thanksgiving Day
Memorial Day	The Day After Thanksgiving
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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."

Special Provisions

A. PUBLIC SAFETY ALLOWANCE

The Police Chief, Deputy Police Chief, and Fire Chief shall be provided a uniform and cleaning allowance. The amount of the benefit will be the same as established under Unit 6 for the Police Chief & Deputy Police Chief and under Unit 8 for the Fire Chief.

Appendix A - Compensation and Benefits

The Police Chief & Deputy Police Chief shall receive an annual stipend of \$1,000 for attending community events.

B. VEHICLE ALLOWANCE

The Police Chief, Deputy Police Chief, Fire Chief and Public Works Director shall be provided a vehicle. Other Employees may be granted a car allowance subject to the City Manager's approval and in accordance with City adopted policies. Employees will have access to City "Pool" vehicles for conducting City business or will be eligible for mileage reimbursement for personal vehicle use when conducting City business in accordance with City adopted policies.

C. TRAINING/MEMBERSHIPS

Employees shall be entitled to training, travel, workshops, and professional memberships, for the purpose of personal growth and enrichment subject to the annual amounts budgeted each year in the respective department for this purpose. City agrees to reimburse Employee for reasonable expenses for training, travel, workshops and professional memberships which have been authorized by the City Budget and approved in advance by the City Manager. Employee must submit expense receipts, statements or personal affidavits, and audit thereof in like manner as other demands against the City.

D. PUBLIC EMPLOYEES RETIREMENT SYSTEM

All Employees will be members of the California Public Employees Retirement System as provided by the terms of the contracts between the City of Grass Valley and the California Public Employees Retirement System.

Appendix A - Compensation and Benefits

Salary Schedule

<i>Position</i>	<i>Annual Salary</i>		
	<i>Min</i>	<i>Mid</i>	<i>Max</i>
Administrative Services Director	\$ 139,107.94	\$ 169,938.80	\$ 200,769.66
Deputy Administrative Services Director	\$ 132,628.24	\$ 156,660.48	\$ 180,692.72
City Clerk	\$ 86,941.63	\$ 102,520.72	\$ 118,099.80
Deputy City Clerk/Management Services Analyst	\$ 78,248.07	\$ 92,268.95	\$ 106,289.82
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City Engineer	\$ 130,413.71	\$ 159,686.70	\$ 188,959.68
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Public Works Director of Operations	\$ 130,413.71	\$ 159,686.70	\$ 188,959.68
Utilities Director	\$ 130,413.71	\$ 159,686.70	\$ 188,959.68



**City of Grass Valley
City Council
Agenda Action Sheet**

Title: Appointment of Planning Commissioner

CEQA: Not a Project

Recommendation: That Council approve the appointment of Matthew Wich as Planning Commissioner for Councilmember Ivy.

Prepared by: Taylor Day, Deputy City Manager

Council Meeting Date: 10/8/2024

Date Prepared: 10/5/2024

Agenda: Consent

Background Information: By Council policy, each councilmember submits a candidate for appointment to the Planning Commission to the members of City Council for their approval and appointment. The terms of appointed Planning Commissioners coincide with the nominating Council Member's term of office and may be changed by that city councilmember at any time during their term in office. Councilmember Ivy has chosen Matthew Wich to fill the position of her Planning Commissioner.

Council Goals/Objectives: This item executes portions of work tasks towards High Performance Government and Quality Service Goal # 5.A.3: Continue to build cooperative relationships with representatives from service clubs and other community groups.

Fiscal Impact: N/A

Funds Available: N/A

Account #: N/A

Reviewed by: ___ City Manager

Attachments: None



City of Grass Valley City Council Agenda Action Sheet

Title: Second Reading of Ordinance No. 829 Increasing Compensation for Mayor and City Councilmembers

CEQA: Not a Project.

Recommendation: That the Council hold a second, waive full reading and read by title only, and adopt Ordinance No. 829 Increasing Compensation for Mayor and City Councilmembers.

Prepared by: Timothy M. Kiser, City Manager

Council Meeting Date: October 8, 2024

Date Prepared: October 2, 2024

Agenda: Public Hearing

Background Information: In accordance with the City Charter, the City Council has the authority to establish the annual compensation for the Mayor, Vice Mayor, and Council Members by ordinance. However, any ordinance increasing compensation will not take effect until the terms of the Council Members elected at the next regular election commence. The compensation for Council Members must not exceed the maximum amount allowed under the Government Code for council members in general law cities of comparable size and is subject to periodic adjustments.

At the City Council meeting on September 10, 2024, the Council directed staff to prepare an ordinance to increase the compensation for the Mayor from \$300 to \$600 per month and for Council Members from \$275 to \$550 per month. This proposed increase remains well below the maximum allowable salary of \$950 per month, as set by SB 329. It is important to note that the compensation for the Mayor and City Council Members has not been updated since 2000.

On September 24, 2024, the City Council approved the first reading of attached Ordinance No. 829. Staff is requesting the City Council to hold a second reading by title only and adopt Ordinance No. 829.

Council Goals/Objectives: This item executes portions of work tasks towards achieving/maintaining Strategic Plan - High Performance Government and Quality Service.

Fiscal Impact: The proposed increase in City Council compensation would result in an annual budget impact of \$16,800. This additional cost will be distributed across various funds, and there are sufficient resources available to accommodate the proposed increase.

Funds Available: Yes

Account #: Various Funds

Reviewed by: Tim Kiser, City Manager

Attachments: Ordinance 829

ORDINANCE NO. 829

**AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF GRASS VALLEY INCREASING
COMPENSATION FOR MAYOR AND CITY
COUNCILMEMBERS**

WHEREAS, Section 9 of Article VI of the Grass Valley City Charter authorizes the City Council to determine by ordinance the compensation of the mayor, vice mayor, and councilmembers, which may take effect upon the commencement of the terms of councilmembers elected at a regular election; and

WHEREAS, Section 9 of Article VI of the City Charter provides that councilmember compensation may not exceed the maximum amounts permitted by Government Code provisions for compensation of councilmembers in general law cities of comparable size to the City; and

WHEREAS, Government Code section 36516(a)(2)(A), as amended by Senate Bill 329 (2023), authorizes salaries for councilmembers in cities with populations up to 35,000 of up to \$950 per month;

WHEREAS, as the operative date of the last adjustment to mayor and councilmember compensation was in 2000, the City Council of the City of Grass Valley now finds increased compensation necessary and desirable to address rising inflation and costs of living and to ensure that Council service is not reserved to those who can afford it.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GRASS VALLEY:

SECTION 1. RECITALS. The above set forth recitals and findings are true and correct and incorporated herein by reference.

SECTION 2. CODE AMENDMENT. Section 2.02.020 of Chapter 2.02 of Title 2 of the Grass Valley Municipal Code is hereby amended to read as follows:

- A. The mayor shall receive the sum of six hundred dollars each month as compensation for his or her services.
- B. In addition to the monthly compensation set forth in subsection A of this section the mayor shall receive the actual and necessary expenses incurred in the performance of the duties as mayor.

SECTION 3. CODE AMENDMENT. Section 2.02.030 of Chapter 2.02 of Title 2 of the Grass Valley Municipal Code is hereby amended to read as follows:

- A. Members of the city council shall receive the sum of five hundred fifty dollars each month as compensation for their services as councilmembers.
- B. In addition to the monthly compensation set forth in subsection A of this section members of the city council shall receive their actual and necessary expenses incurred in the performance of their duties.

SECTION 4. CEQA Findings. This Ordinance is not a project within the meaning of Section 15378 of the California Environmental Quality Act (CEQA) Guidelines because it establishes compensation, with no potential to result in physical change in the environment, directly or indirectly. This Ordinance is also exempt under CEQA Guideline 15061(b)(3) because it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment.

SECTION 5. SEVERABILITY. If any section, subsection, sentence, clause, phrase or portion of this Ordinance or its application to any person or circumstance is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or its application to other persons and circumstances. The City Council of the City of Grass Valley declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase or portion thereof despite the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional and, to that end, the provisions hereof are hereby declared to be severable.

SECTION 6. EFFECTIVE DATE. This Ordinance shall be in full force and effect 30 days after its adoption under Section 2 of Article VII of the City Charter. However, the increased compensation provided by this Ordinance shall not take effect until the commencement of the terms of councilmembers elected or reelected at the regular election in the City on November 5, 2024.

SECTION 7. PUBLICATION. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published once in *The Union*, a newspaper of general circulation printed, published, and circulated within the City.

INTRODUCED and first read at a regular meeting of the City Council on the 24th day of September 2024.

FINAL PASSAGE AND ADOPTION by the City Council was at a meeting held on the 8th day of October 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINING:

Jan Arbuckle, Mayor

ATTEST:

Taylor Whittingslow, City Clerk

APPROVED AS TO FORM:

Michael G. Colantuono, City Attorney



**City of Grass Valley
City Council
Agenda Action Sheet**

Title: Introduction of an ordinance amending 10.64.010, 10.64.020, and 10.64.030 of Chapter 10.64 of Title 10 and adding section 12.16.040 to Chapter 12.16 of Title 12 of the Grass Valley Municipal Code regulating use of wheeled devices

CEQA: Not a project

Recommendation: Introduce the attached ordinance, waive full reading, and read by Title Only

Prepared by: Alexander K. Gammelgard, Chief of Police

Council Meeting Date: 10/08/2024

Date Prepared: 10/02/2024

Agenda: Public Hearing

Background Information: In an effort to update the City's municipal code after the completion of the Mill Street Plaza, the attached ordinance would make applicable amendments/additions to the code in order to more clearly regulate many types of wheeled devices.

The ordinance will prohibit the riding of defined devices on and along pedestrian walks and public right of ways in designated areas of the City. The ordinance itself, in section 12.16.040, will regulate the use of specified wheeled devices in the downtown core specifically. This paired with a resolution (to be adopted at a later date) will clearly define the areas in which riding of specified wheeled devices are prohibited.

In addition to the area mentioned above, these amendments/additions would also allow regulation of the riding of skateboards in parking lots, and near commercial and multifamily residential buildings as well. Those areas also require sign posting and notification by property owners to the City of the implementation of prohibitions (10.64.030).

The ordinance also provides the option for the Council to adopt additional location-based regulations of wheeled devices by resolution, should there be a future desire to expand areas under the City's control in which regulations should be implemented (10.64.030).

Council Goals/Objectives: The execution of this action attempts to achieve the following Strategic Goals:

GOAL #1: COMMUNITY & SENSE OF PLACE

GOAL #2: SAFE AND RELIABLE TRANSPORTATION SYSTEM

GOAL #6 - SAFE PLACE TO LIVE, WORK AND PLAY

Fiscal Impact: N/A

Funds Available: N/A

Account #: N/A

Reviewed by: City Manager

ORDINANCE NO. 830

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
GRASS VALLEY AMENDING SECTIONS 10.64.010, 10.64.020,
AND 10.64.030 OF CHAPTER 10.64 OF TITLE 10 AND ADDING
SECTION 12.16.040 TO CHAPTER 12.16 OF TITLE 12 OF THE
GRASS VALLEY MUNICIPAL CODE REGULATING USE OF
WHEELED DEVICES**

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GRASS VALLEY:

SECTION 1. CODE AMENDMENT. Section 10.64.010 of Chapter 10.64 of Title 10 of the Grass Valley Municipal Code is amended to read as follows:

The purpose of this chapter is to regulate the use of wheeled devices, including but not limited to bicycles, scooters, rollerblades, roller skates, skateboards, and other similar wheeled devices not necessary for mobility, in parking lots, near commercial and multifamily residential buildings, and on and along pedestrian walks and public right of ways in designated areas of the city identified by posted signs.

SECTION 2. CODE AMENDMENT. Section 10.64.020 of Chapter 10.64 of Title 10 of the Grass Valley Municipal Code is amended to read as follows:

"Pedestrian walk" means those areas of the city, usually a public sidewalk, but may include an alley, roadway, parking lot, or any way or place used for pedestrian foot traffic or for wheelchairs.

"Skateboard" means a mechanism having two or more sets of wheels, often resembling wheels on roller skates, which are fastened to a platform, commonly constructed to accommodate a standing person. Skateboards are normally propelled by the operator pushing off the ground with one foot or by the force of gravity, but may be operated by an engine, motor or similar device.

SECTION 3. CODE AMENDMENT. Section 10.64.030 of Chapter 10.64 of Title 10 of the Grass Valley Municipal Code is amended to read as follows:

A. No person shall use or operate a skateboard within any parking lot of or within 20 feet of the entrance to any commercial building or multifamily

residential building which has been posted by the property owner or manager with a sign(s) as described below.

1. Signs shall be posted along each exterior entrance to the parking lot and along each exterior entrance of the commercial building or multifamily residential building, in plain view of pedestrians and motor vehicle operators entering the parking lot or building at such entrances. Additional signs may be posted at the property owner's or manager's discretion. These signs shall be maintained by the property owner or manager.
2. Each such sign shall state: "SKATEBOARDING PROHIBITED" and underneath "City of Grass Valley Municipal Code Section 10.64.030." The signs shall be not less than one square foot in area and with letters not less than two inches in height.
3. A property owner or manager shall give written notice of such posting to the city chief of police not less than 24 hours before posting such signs.
4. A property owner or manager may withdraw from the provisions of this chapter by notifying the city chief of police, in writing, of such withdrawal, and removing the signs.

B. The director of public works shall post or erect or cause to be posted or erected signs prohibiting the use, operation, or riding of wheeled devices, such as bicycles, scooters, rollerblades, roller skates, skateboards, or other similar wheeled devices not necessary for mobility in places designated by resolution of the city council.

SECTION 4. CODE ADOPTION. Section 12.16.040 of Chapter 12.16 of Title 12 of the Grass Valley Municipal Code is added to read as follows:

12.16.040 – Use of Wheeled Devices in Downtown Core

A. No person shall ride, use, or operate a bicycle, skateboard, scooter (with or without an electric motor), rollerblades, roller skates, or other similar wheeled device not necessary for mobility upon any street, sidewalk, or public right of way within the downtown core boundaries, as that term is defined in Section 8.20.130(B)(1)(a), when signs are posted giving notice of the restriction, except as follows:

1. Wheeled devices necessary for mobility, such as wheelchairs and knee scooters, may be ridden, used, or operated as intended on any public sidewalk, road, or street in the downtown core.
2. Wheeled devices, with the exception of skateboards, may be used in areas designed for automobiles and bicycles if operated therein accordance with State and local law. This section shall not be construed as permitting the riding, using, or operating of any wheeled device on sidewalks or on streets or roadways closed to vehicular traffic.
3. Bicycles, skateboards, scooters, rollerblades, roller skates, and other similar wheeled devices may be carried by or propelled alongside a walking pedestrian.

SECTION 5. CEQA FINDINGS. This Ordinance is not a project within the meaning of Section 15378 of the California Environmental Quality Act (CEQA) Guidelines because it has no potential to result in physical change in the environment, directly or indirectly. This Ordinance is also exempt under CEQA Guideline 15061(b)(3) because it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment.

SECTION 6. SEVERABILITY. If any section, subsection, sentence, clause, phrase or portion of this Ordinance or its application to any person or circumstance is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or its application to other persons and circumstances. The City Council of the City of Grass Valley declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase or portion thereof despite the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional and, to that end, the provisions hereof are hereby declared to be severable.

SECTION 7. Effective Date. This Ordinance shall be in full force and effect 30 days after its adoption under Article VII, § 2 of the Grass Valley City Charter.

SECTION 8. Publication. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published once in *The Union*, a newspaper of general circulation printed, published, and circulated within the City.

INTRODUCED and first read at a regular meeting of the City Council on the 8th day of October, 2024.

FINAL PASSAGE AND ADOPTION by the City Council was at a meeting held on the ____ day of _____ 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINING:

Jan Arbuckle, Mayor

ATTEST:

Taylor Whittingslow, City Clerk

APPROVED AS TO FORM:

Michael G. Colantuono, City Attorney



City of Grass Valley City Council Agenda Action Sheet

Title: Downtown Public Restroom Project (Church Street Parking Lot)

CEQA: Exempt - Not a Project

Recommendation: That Council 1) review a proposed public restroom project funding; 2) authorize the Mayor to sign a Memorandum of Understanding (MOU) with GVDA for funding a portion of the proposed restroom, subject to legal review; and 3) authorize the Administrative Services Director to make necessary budget adjustments or transfers to add the project current budget.

Prepared by: Timothy M. Kiser P.E., City Manager

Council Meeting Date: 10/08/2024

Date Prepared: 10/02/2024

Agenda: Administrative

Background Information: On June 25, 2024, the City Council finalized the Measure E Projects for the FY 2024/25 Capital Improvement Program. Both the Measure E Oversight Committee and the City Council agreed to remove the proposed downtown restroom from the Measure E program, as the project did not align with the intent of the sales tax measure. At that time, the Council requested staff to explore alternative funding options for this much-needed project.

Staff worked with the Grass Valley Downtown Association (GVDA) and secured a commitment to use Business Improvement District (BID) funds to fund half of the restroom's cost. With this commitment, the City could proceed with the project, with reimbursement from GVDA over time.

If the City Council wishes to move forward, the City can utilize Special Project funds, designated for one-time capital improvements, to cover the construction and installation of the restroom in the Church Street Parking Lot. Current funds are sufficient to complete the project, estimated at \$400,000, with \$120,000 to be reimbursed by GVDA through BID funds over time. The restroom is expected to cost \$240,000, with improving the four ADA parking stalls, bringing utilities to the location, and sidewalk around the restroom is estimated to cost about \$160,000.

Staff has worked with GVDA to draft an agreement for this reimbursement to ensure the project progresses without delay.

Council Goals/Objectives: This action executes portions of work tasks towards achieving/maintaining Strategic Plan - Community & Sense of Place and Economic Development and Vitality

Fiscal Impact: The proposed downtown restroom project could be funded with Special Project funds and the MOU with the GVDA would reimburse the Special Project fund \$120,000 over time.

Funds Available: Yes

Account #: TBD

Reviewed by: City Manager

Attachments: GVDA MOU & Conceptual Layout

**MEMORANDUM OF UNDERSTANDING (MOU)
BY AND BETWEEN
THE CITY OF GRASS VALLEY AND
THE GRASS VALLEY DOWNTOWN ASSOCIATION (GVDA)
FOR THE DOWNTOWN BATHROOM BUILDING PROJECT**

This Memorandum of Understanding ("MOU") is entered into this 26 day of September, 2024 (the "Effective Date"), by and between the City of Grass Valley ("City"), a charter city, and the Grass Valley Downtown Association ("GVDA") (referred to collectively as "Parties").

WHEREAS, the Parties find it necessary and desirable to construct publicly accessible restrooms at the municipal parking lot located at South Church St, Grass Valley, CA 95945, referred to as the Downtown Bathroom Building Project (the "Project").

WHEREAS, the Parties wish to enter into this MOU to identify the roles and responsibilities of each Party as they relate to the funding of the Project.

NOW, THEREFORE, in consideration of the foregoing, the Parties hereby covenant and agree as follows:

1. **Term.**

- a. This MOU shall be effective as of the Effective Date and shall remain in effect until the contribution amount set forth herein is satisfied in full, unless terminated earlier by written mutual agreement.

2. **Project Funding.**

- a. GVDA shall contribute a total sum of \$120,000 to the Project, as follows:
- i. Upon the Effective Date, City shall withdraw an initial sum of \$20,000 from the Business Improvement District (BID) assessment reserve funds held by the City.
 - ii. Annually, beginning on the anniversary of the Effective Date, the City shall withhold a sum of \$5,000 from the BID assessment funds to be disbursed by the City to GVDA to reimburse City for its costs incurred in completing, installing, and/or maintaining the Project.
 1. Should the amount of BID assessments collected in a particular year exceed \$60,000, the City may request permission to withhold additional funds beyond the amount of \$5,000. GVDA shall approve any such requests for additional funds unless the Parties agree that such additional funds are critically needed to address other improvements and activities authorized by Chapter 12.40 of the Grass Valley Municipal Code. Notwithstanding GVDA's approval of additional funding in any particular year(s), in no event shall GVDA be obligated to contribute more than \$120,000 in total to the Project.
 2. Should the amount of BID assessments collected in a particular year equal less than \$60,000, the City shall only withhold the amount of assessment funds in excess of \$55,000. In such event,

the difference in funding below \$5,000 shall be offset by additional funding in a subsequent year or years. Nothing herein shall be construed to relieve GVDA of its obligation to contribute a total sum of \$120,000 to the Project unless the Parties agree otherwise by written mutual agreement.

- b. City shall be responsible for all other Project costs and expenses, including but not limited to, the costs of Project planning, installation, and ongoing maintenance.

3. **Indemnity.** Each Party hereto (hereafter, "Indemnifying Party") shall indemnify, defend and hold harmless the other Party, its officers, agents, employees and volunteers against any loss, cost, damage, expense, claim, suit, demand, or liability of any kind or character, including but not limited to reasonable attorney fees, arising from, in connection with, or relating to any negligent or wrongful act or omission of the Indemnifying Party, its officers, agents or employees, which occurs in the performance of, or otherwise in connection with, this Agreement. The provisions of this Section shall survive termination or suspension of this Agreement.

4. **Notices.** All notices given under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

CITY:

Tim Kiser
City Manager
City of Grass Valley
125 East Main Street
Grass Valley, CA 95945

GVDA:

Robin Davis
Executive Director
Grass Valley Downtown Association
128 East Main Street
Grass Valley, CA 95945

5. **Miscellaneous Provisions.**

- a. **Governing Law and Forum.** This Agreement shall be interpreted and governed by the laws of the State of California. Venue for any claim arising under this Agreement shall be the Superior Court of California, County of Nevada.
- b. **Interpretation.** The Parties agree and acknowledge that the provisions of this Agreement have been arrived at through negotiation and that each Party has had a full and fair opportunity revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, any ambiguities in construing or interpreting this Agreement shall not be resolved against the drafting Party.
- c. **Severability.** If any provision, or any portion of any provision hereof, is held to be unconstitutional, invalid, or unenforceable, the remainder of this MOU, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- d. **No Third Party Rights.** The terms and provisions of this MOU are intended solely for the benefit of each Party hereto, and it is not the intention of the Parties to confer third-party beneficiary rights upon any other party.
- e. **Entirety of MOU.** The Parties have herein set forth the whole of their agreement

as to the matters set forth in this MOU. All prior oral discussions, representations, and/or agreements, including any prior agreements, are specifically superseded by this MOU, which is intended by the Parties to contain all of the terms and conditions agreed to by them with regard to the subject matter herein.

- f. **Assignment.** This MOU may not be assigned by either Party without the written consent of the non-assigning Party. This MOU shall be binding on the successors and permitted assigns of the Parties.
- g. **Modifications.** This MOU may be modified, changed, terminated, or rescinded only by an instrument in writing executed by the Parties hereto.
- h. **Counterparts; Electronic Signatures.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature, electronically scanned and transmitted versions (e.g., via pdf) of an original signature, or a digital signature

IN WITNESS WHEREOF, the CITY OF GRASS VALLEY and the GRASS VALLEY DOWNTOWN ASSOCIATION have executed this Agreement on the day and year set forth below.

City of Grass Valley

Grass Valley Downtown Association

Jan Arbuckle, Mayor

Gay D. [Signature]

Dated: _____

Dated: 9/26/2024

Attest:

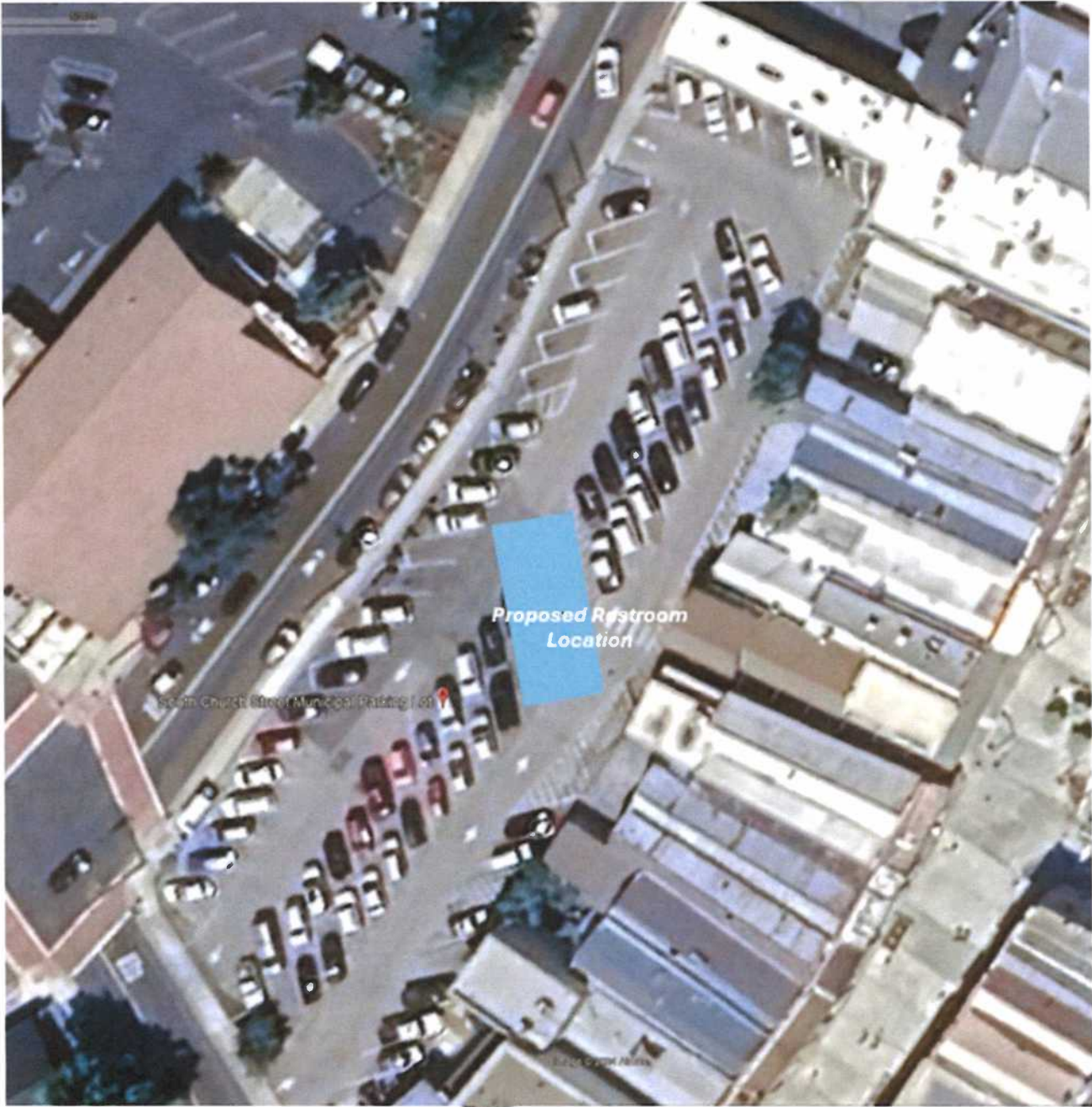
Taylor Whittingslow, City Clerk

Dated: _____

Approved as to Form:

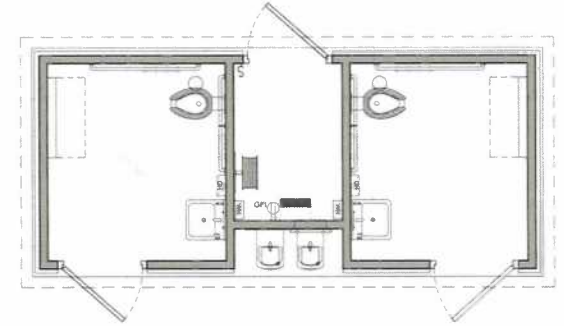
Michael Colantuono, City Attorney

Dated: _____



SOUTH CHURCH MUNICIPAL PARKING LOT

GRASS VALLEY, CALIFORNIA



FLOOR PLAN

SCALE: NOT TO SCALE



SOUTH CHURCH MUNICIPAL PARKING LOT

GRASS VALLEY, CALIFORNIA

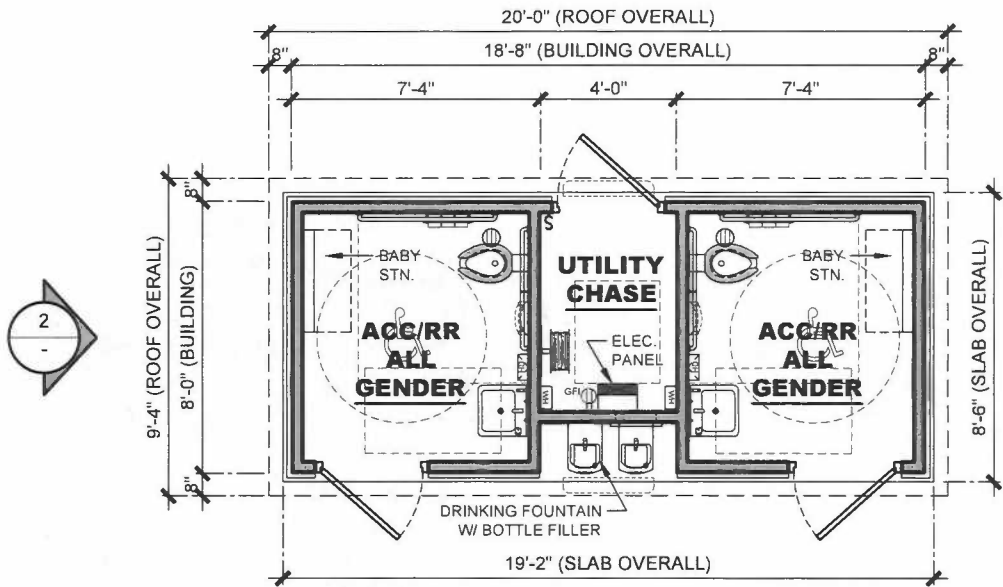
RESTROOM BUILDING

ARTIST IMPRESSION; 3D RENDERING ONLY FOR REPRESENTATION. COLORS AND MATERIALS ARE SUBJECT TO CHANGE

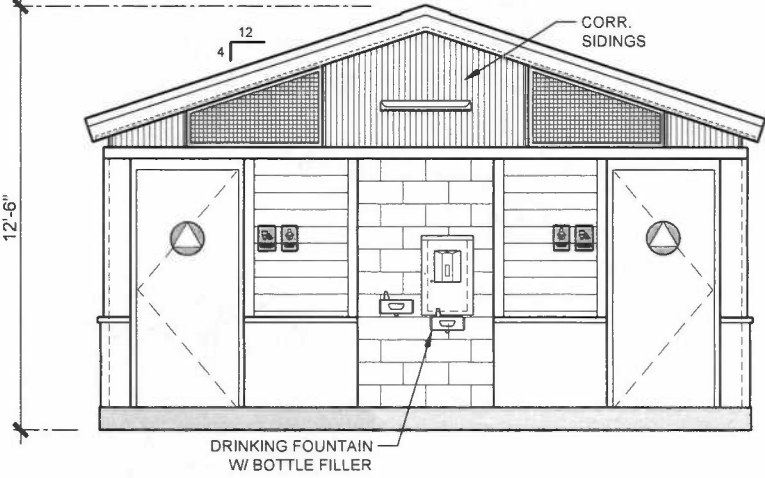
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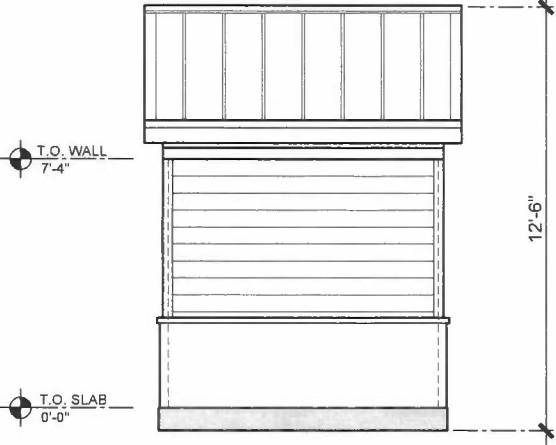
www.PublicRestroomCompany.com
2587 BUSINESS PARKWAY
MINDEN NEVADA 89423
P: 888-888-2060 F: 888-



1
FLOOR PLAN
SCALE: 3/16"=1'0"



ELEVATION 1
SCALE: 3/16"=1'-0"



ELEVATION 2
SCALE: 3/16"=1'-0"



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BUILDING TYPE:	RESTROOM BUILDING
PROJECT:	SOUTH CHURCH MUNICIPAL PARKING LOT GRASS VALLEY, CA

REVISION #	REVISION DATE:
-	DRAWN BY:
PROJECT #:	START DATE:
11945	DRAWN BY: EOR

SHEET#
MAX. PERSON / HOUR:
90 S



City of Grass Valley City Council Agenda Action Sheet

Title: Resolution in support of Proposition 36

CEQA: Not a project.

Recommendation: Adopt Resolution 2024-73 in support of Proposition 36, the Homelessness, Drug Addiction, and Theft Reduction Act

Prepared by: Alexander K. Gammelgard, Chief of Police

Council Meeting Date: 10/08/2024

Date Prepared: 10/03/2024

Agenda: Administrative

Background Information: Proposition 36, the Homelessness, Drug Addiction, and Theft Reduction Act, is on the November 2024 ballot and incentivizes people with serious drug addictions to fentanyl, meth, heroin, cocaine, or PCP to receive drug and mental health treatment. Prop 36 takes a compassionate approach and provides accountability needed to help people turn their lives around.

After the passage of Proposition 47, the use of drug courts was severely diminished since repeat drug offenders had little incentive to complete treatment. This is due to the change in law that reduced drug possession offenses to a simple misdemeanor. Misdemeanors are nearly always just citations and result in very little, if any, jail time, which created a disincentive to participate in drug treatment that could last for up to 12 or more months.

Addressing drug addiction is critical for helping the individual and improving public safety. An in-depth data analysis of crime statistics sampling from four counties showed that the rate of chronic drug offenders who committed three or more drug offenses more than doubled after Prop 47 passed and that approximately 60% of drug offenders also committed theft offenses.

How Prop 36 Will Make a Difference

- Prop 36 restores drug courts and ensures there is accountability to complete treatment.
- Prop 36 creates a “treatment-mandated felony” if a person possesses a hard drug (meth, fentanyl, heroin, cocaine or PCP) and has two prior convictions for drug-related offenses.
- People with two or more prior convictions for drug-related offenses have the option of utilizing a drug court and participating in and completing drug and

mental health treatment instead of county jail. A drug addiction expert will conduct a substance abuse and mental health evaluation before treatment begins. Those who successfully complete drug and mental health treatment can have the charge fully expunged.

- A treatment program may also include job training and other conditions that a judge finds appropriate for a successful outcome.
- Prop 36 will restore the ability to hold people accountable to repeat theft offenses.

Research from the Office of National Drug Control Policy under the Obama Administration showed every \$1 spent on drug courts yields \$2 in savings in the criminal justice system, and 84% of drug court graduates were not re-arrested and charged with a serious crime in the first year after graduation.

In addition to the above information the following documents are attached for review:

- Voter Information Guide pages relevant to Prop 36
- LOA Analysis of Prop 36
- County of Nevada Staff report related to a Resolution in Support of Prop 36 brought by District 3 and District 4 Supervisors

As of the time of writing this staff report, at least 46 cities have taken formal support positions and reported that position to League of California Cities. Many cities are adding the action to their city council agendas so the number will continue to grow through October.

Council Goals/Objectives: The execution of this action attempts to achieve the following Strategic Goals: Goal #6 - Safe place to live, work and play.

Fiscal Impact: N/A

Funds Available: N/A

Account #: N/A

Reviewed by: City Manager

RESOLUTION NO. 2024-73**RESOLUTION IN SUPPORT OF PROPOSITION 36, THE HOMELESSNESS, DRUG ADDICTION, AND THEFT REDUCTION ACT**

WHEREAS: While Prop 47 achieved notable success in making California's criminal justice system more equitable, Prop 47 has also led to unintended consequences over the past decade.

WHEREAS: Prop 47 has contributed to increases in repeat and often organized retail theft as well as difficulty convincing people to seek drug and mental health treatment.

WHEREAS: These unintended consequences can only be corrected by the voters at the ballot box with modest amendments to Prop 47.

WHEREAS: Prop 36, the Homelessness, Drug Addiction, and Theft Reduction Act is a bi-partisan measure that provides common sense, targeted reforms to Prop 47 that, with the recently adopted legislative Retail Theft Package, provide more tools to increase safety in our communities.

WHEREAS: Spikes in retail theft, violent smash-and-grab robberies, fentanyl deaths and illicit drug use, as well as strained social services, are creating challenges beyond the capacity of local governments.

WHEREAS: Cities are partnering with the state to advance solutions that help reduce crime and provide more support to residents struggling with substance abuse, while avoiding a return to the days of mass incarceration.

WHEREAS: Prop 36, the Homelessness, Drug Addiction, and Theft Reduction Act will define fentanyl as a hard drug, hold individuals convicted of trafficking fentanyl accountable, and grant judges greater discretion in sentencing drug traffickers.

WHEREAS: Breaking the cycle of repeat offenders means addressing the many root causes of retail theft.

WHEREAS: Prop 36, the Homelessness, Drug Addiction, and Theft Reduction Act allows critical behavioral health services, drug treatment, and job training within our justice system for people who are homeless and suffering from mental illness or struggling with substance abuse.

WHEREAS: It's time for meaningful and tailored reforms to our justice system to ensure the safety of our communities.

NOW, THEREFORE, BE IT RESOLVED by the City of Grass Valley, that the City Council formally expresses support for Prop 36, the Homelessness, Drug Addiction, and Theft Reduction Act and the benefit that it provides for our community's safety.

ADOPTED as a resolution of the City Council of the City of Grass Valley at a regular meeting held on the 8th day of October 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINING:

Jan Arbuckle, Mayor

APPROVED AS TO FORM:

ATTEST:

Michael G. Colantuono, City Attorney

Taylor Whittingslow, Deputy City Clerk

(c) *Statutory References.* Unless otherwise stated, all references contained in this chapter to statutes codified outside of this chapter refer to those statutes as they existed on July 1, 2023.

(d) *Effective Date.* This chapter shall take effect on the next January 1 following its approval by the voters of California.

14199.136. Standing to Defend Chapter

Notwithstanding any other law, if the State of California or any of its officers or officials fail to defend the constitutionality of this chapter, following its approval by the voters, any other state or local government agency of this state shall have the authority to intervene on behalf of the State of California or the department in a court action challenging the constitutionality of this chapter for the purpose of defending its constitutionality, whether that action is in state or federal trial court, on appeal, or on discretionary review by the Supreme Court of California or the Supreme Court of the United States. The reasonable fees and costs of defending the action by the other state or local government agency shall be a charge on funds appropriated to the Department of Justice, which shall be satisfied promptly.

SEC. 2. Appropriations Limit.

(a) Commencing with the 2025–26 fiscal year, pursuant to Section 4 of Article XIII B of the California Constitution, the electors of the State of California hereby adopt an increase in the appropriations limit for the State of California equal to the amount of the revenues generated by the taxes contained in Article 6 (commencing with Section 14199.123) of this act and Article 7.1 (commencing with Section 14199.80) of Chapter 7 of Part 3 of the Welfare and Institutions Code.

(b) The duration of the increase in the State of California’s appropriations limit adopted pursuant to this section shall be for the maximum amount of time permitted under Section 4 of Article XIII B of the California Constitution.

SEC. 3. Conflicting Initiative Measures.

The people of the State of California hereby find and declare:

(a) If this initiative measure and another initiative measure or measures that raises or extends a managed care organization provider tax to fund Medi-Cal services, benefits, and coverage appear on the same statewide election ballot, the other initiative measure or measures shall be deemed to be in conflict with this measure. If this initiative measure receives a greater number of affirmative votes, the provisions of this measure shall prevail in their entirety, and the provisions of the other initiative measure or measures shall be void.

(b) This act continues an existing tax on managed care organization providers, a type of health care service plan, that is used for the purpose of increasing reimbursement rates or payments under the Medi-Cal

program. Initiative No. 21-0042 Amendment #1 exempts from the definition of “tax” a levy, charge, or exaction collected from local units of government, health care providers, or health care service plans that is primarily used by the State of California for the purposes of increasing reimbursement rates or payments under the Medi-Cal program. Therefore, no conflict exists between this act and Initiative No. 21-0042 Amendment #1.

(c) This act does not alter, apply to, or address the matters contained in Initiative No. 23-0021 Amendment #1. Therefore, no conflict exists between this act and Initiative No. 23-0021 Amendment #1.

PROPOSITION 36

This initiative measure is submitted to the people in accordance with the provisions of Section 8 of Article II of the California Constitution.

This initiative measure amends and adds sections to the Health and Safety Code and the Penal Code, and adds a section to the Government Code; therefore, existing provisions proposed to be deleted are printed in ~~strikeout type~~ and new provisions proposed to be added are printed in *italic type* to indicate that they are new.

PROPOSED LAW

THE HOMELESSNESS, DRUG ADDICTION, AND THEFT REDUCTION ACT

SECTION 1. Title.

This act shall be known as The Homelessness, Drug Addiction, and Theft Reduction Act.

SEC. 2. Purposes and Intent.

This measure will reform laws that have dramatically increased homelessness, drug addiction, and theft throughout California.

This measure will:

(a) Provide drug and mental health treatment for people who are addicted to hard drugs, including fentanyl, cocaine, heroin, and methamphetamine.

(b) Add fentanyl to existing laws that prohibit the possession of hard drugs while armed with a loaded firearm.

(c) Add fentanyl to existing laws that prohibit the trafficking of large quantities of hard drugs.

(d) Permit judges to use their discretion to sentence drug dealers to state prison instead of county jail when they are convicted of trafficking hard drugs in large quantities or are armed with a firearm while engaging in drug trafficking.

(e) Warn convicted hard drug dealers and manufacturers that they can be charged with murder if they continue to traffic in hard drugs and someone dies as a result.

35

36

(f) Reinstate penalties for hard drug dealers whose trafficking kills or seriously injures a drug user.

(g) Increase penalties for people who repeatedly engage in theft.

(h) Add new laws to address the increasing problem of “smash and grab” thefts that result in significant losses and damage, or that are committed by multiple thieves working together.

SEC. 3. Findings and Declarations.

The people of the State of California find and declare as follows:

(a) Reducing Homelessness Through Drug and Mental Health Treatment

(1) California has reached a tipping point in its homelessness, drug, mental health, and theft crises. Our state has the highest rate of homelessness per capita of any state in the country. And drug overdoses now kill two to three times the number of people in California as car accidents.

(2) Since the passage of Proposition 47 in 2014, homelessness in California has increased by 51 percent, while during the same time period in the rest of the country, it has declined by 11 percent. Proposition 47 reduced the legal consequences of both possession of hard drugs (fentanyl, cocaine, heroin, methamphetamine, and phencyclidine), and theft. The result has been massive increases in drug addiction, mental illness, and property crimes, including retail theft, committed by addicts to support their addiction. At the same time, California has seen a dramatic decrease in mental health and drug treatment for homeless people due to reduced incentives to participate in treatment. Our homelessness problem is directly connected to these unintended consequences of Proposition 47, which the voters now desire to correct.

(3) Progressive states, including New Jersey, Maryland, Illinois, and Michigan, have significantly stronger hard drug laws than California, and their homeless rate is 4 to 5 times lower than California’s.

(4) This proposal takes a modest step in the direction of these states by enacting a new class of crime called a “treatment-mandated felony.” Under this new “treatment-mandated felony,” prosecutors would have the discretion to charge a felony for hard drug possession after two previous drug convictions. If charged with this “treatment-mandated felony” for a third or subsequent drug offense, the offender would be given the option of participating in drug and mental health treatment. If the offender successfully completes drug and mental health treatment, the charge would be fully expunged, and the offender would receive no jail time. If the offender refuses drug and mental health treatment, they would serve jail time for hard drug possession. For a second conviction of the treatment-mandated felony (the fourth total conviction for hard drug possession), a judge would have the option of imposing time in jail or state prison. Along with hard drug and mental health treatment,

offenders charged with a treatment-mandated felony would be offered shelter, job training, and other services designed to break the cycle of addiction and homelessness.

(b) Cracking Down on Hard Drug Dealers

(1) Fentanyl is the most dangerous drug that our nation has ever seen. Because it is largely produced synthetically, fentanyl is typically cheaper than other hard drugs. As a result, drug dealers now regularly include fentanyl in other drugs, including diet, anxiety, and sleeping pills, cocaine, and heroin. Further, fentanyl is up to 50 times stronger than heroin. Therefore, a very tiny amount of fentanyl can prove deadly. One kilogram (2.2 pounds) of fentanyl provides enough of the drug to manufacture four to ten million doses, or enough to kill 500,000 people. Finally, because such a small amount of fentanyl is necessary to create addiction, it is easier to smuggle across the border in smaller, yet much more deadly quantities.

(2) This act would authorize greater consequences for hard drug dealers whose trafficking kills or seriously injures a person who uses those drugs, and it would provide a mechanism to warn convicted hard drug dealers and manufacturers that they can be charged with murder if they continue to traffic in hard drugs and someone dies as a result.

(3) This act would add nonprescription fentanyl to an existing list of hard drugs, including heroin, cocaine, and methamphetamine, for which it is illegal to possess the drug while armed with a loaded firearm.

(4) This act would also add nonprescription fentanyl to an existing list of hard drugs, including heroin, cocaine, and methamphetamine, that authorizes greater consequences for drug dealers who sell large quantities of hard drugs.

(5) This act also permits judges to sentence drug dealers who traffic in large quantities of hard drugs or who are armed with a firearm while trafficking in hard drugs to state prison instead of local county jails. Only our state prisons are equipped to manage security for hardened drug dealers and to provide them the rehabilitation services they need to safely reenter society.

(c) Accountability for Repeat Theft and Smash and Grab Thefts

(1) Prior to Proposition 47, individuals who repeatedly engaged in theft could be charged with a felony. Prop. 47 eliminated this repeat offender felony and instead provided that any theft up to \$950 in value is now a misdemeanor—regardless of how many times the offender has committed theft. In practice, this means that an offender who repeatedly steals up to \$950 in value faces virtually no legal consequences.

(2) The result has been an explosion in retail and cargo theft causing stores throughout California to close to protect employees and customers from criminal activity that disrupts the efficient delivery of products directly to consumers and creates billions of dollars in economic losses to our local communities and state.

This rapid increase in retail and cargo theft has also contributed to rising inflation, as businesses have been forced to raise prices to account for their economic losses. This retail and cargo theft explosion has collided with the fentanyl epidemic, as hard drug users have engaged in brazen theft to support their drug habits, knowing that there will be no consequences for either their theft or their hard drug use.

(3) Under this act, an offender with two prior convictions for theft can be charged with a felony, regardless of the value of the stolen property. Diversion programs will continue to exist, meaning that judges will retain discretion not to incarcerate an offender even for more than two theft convictions. But prosecutors will have the ability to bring felony charges against hardened, repeat offenders who continue to engage in theft. Judges will have the discretion to sentence a repeat offender to jail in appropriate cases, or to state prison if an offender is convicted four or more times of theft.

(4) This act also authorizes judges to exercise their discretion to impose an enhanced penalty when an offender steals, damages, or destroys property by acting together with two or more offenders or by causing losses of \$50,000 or more. By permitting discretion in these scenarios, judges will be able to fashion sentences that are appropriate for the crime committed, including so-called “smash and grabs” committed by mobs or large groups of people working together.

(5) The value of property stolen in multiple thefts will be permitted to be added together so that in appropriate cases an offender may be charged with felony theft instead of petty theft. This provision addresses the problem of offenders who commit a series of thefts in which the property stolen during each theft has a value under the \$950 felony theft threshold, in order to insulate themselves from felony charges.

(6) Along with the hard drug provisions in this act, these theft law changes will stop the vicious cycle of hard drug users stealing to support their habits without legal consequences for their actions.

SEC. 4. Section 11369 is added to the Health and Safety Code, to read:

11369. (a) This section shall be known, and may be cited, as Alexandra’s Law.

(b) The court shall advise a person who is convicted of, or who pleads guilty or no contest to, a violation of Section 11351, 11351.5, 11352, 11378, 11378.5, 11379, 11379.5, or 11379.6 involving a hard drug, of the following:

“You are hereby advised that it is extremely dangerous and deadly to human life to illicitly manufacture, distribute, sell, furnish, administer, or give away any drugs in any form, including real or counterfeit drugs or pills. You can kill someone by engaging in this conduct. All drugs and counterfeit pills are dangerous to human life. These substances alone, or mixed, kill human beings in very small doses. If you illicitly manufacture,

distribute, sell, furnish, administer, or give away any real or counterfeit drugs or pills, and that conduct results in the death of a human being, you could be charged with homicide, up to and including the crime of murder, within the meaning of Section 187 of the Penal Code.”

(c) The advisory statement shall be provided to the defendant in writing, either on a plea form, if used, as an addendum to a plea form, or at sentencing, and the fact that the advisory was given shall be specified on the record and recorded in the abstract of the conviction.

(d) (1) Except as provided in paragraph (2), as used in this section, “hard drug” means a substance listed in Section 11054 or 11055, including a substance containing fentanyl, heroin, cocaine, cocaine base, methamphetamine, or phencyclidine, and the analogs of any of these substances as defined in Sections 11400 and 11401.

(2) As used in this section, “hard drug” does not include cannabis, cannabis products, peyote, lysergic acid diethylamide (LSD), other psychedelic drugs, including mescaline and psilocybin (mushrooms), any other substance listed in subdivisions (d) and (e) of Section 11054, or, with the exception of methamphetamine, any other substance listed in subdivision (d) of Section 11055.

SEC. 5. Section 11370.1 of the Health and Safety Code is amended to read:

11370.1. (a) Notwithstanding Section 11350 or 11377 or any other provision of law, every person who unlawfully possesses any amount of a substance containing cocaine base, a substance containing cocaine, a substance containing heroin, a substance containing methamphetamine, a substance containing fentanyl, a crystalline substance containing phencyclidine, a liquid substance containing phencyclidine, plant material containing phencyclidine, or a hand-rolled cigarette treated with phencyclidine while armed with a loaded, operable firearm is guilty of a felony punishable by imprisonment in the state prison for two, three, or four years.

(b) Subdivision (a) does not apply to any person lawfully possessing fentanyl, including with a valid prescription.

(c) As used in this subdivision (a), “armed with” means having available for immediate offensive or defensive use.

~~(b)~~ *(d) Any person who is convicted under this section shall be ineligible for diversion or deferred entry of judgment under Chapter 2.5 (commencing with Section 1000) of Title 6 of Part 2 of the Penal Code.*

SEC. 6. Section 11370.4 of the Health and Safety Code is amended to read:

11370.4. (a) (1) A person convicted of a violation of, or of a conspiracy to violate, Section 11351, 11351.5, or 11352 with respect to a substance containing heroin, ~~fentanyl~~, cocaine base as specified in paragraph (1) of subdivision (f) of Section 11054, or cocaine

specified in paragraph (6) of subdivision (b) of Section 11055, ~~when the person knew of the substance's nature or character as a controlled substance,~~ shall receive an additional *state prison* term as follows:

(A) If the substance exceeds one kilogram by weight, the person shall receive an additional term of three years.

(B) If the substance exceeds four kilograms by weight, the person shall receive an additional term of five years.

(C) If the substance exceeds 10 kilograms by weight, the person shall receive an additional term of 10 years.

(D) If the substance exceeds 20 kilograms by weight, the person shall receive an additional term of 15 years.

(E) If the substance exceeds 40 kilograms by weight, the person shall receive an additional term of 20 years.

(F) If the substance exceeds 80 kilograms by weight, the person shall receive an additional term of 25 years.

(2) The conspiracy enhancements provided for in this subdivision shall not be imposed unless the trier of fact finds that the defendant conspirator was substantially involved in the planning, direction, execution, or financing of the underlying offense.

(b) (1) A person convicted of a violation of, or of conspiracy to violate, Section 11378, 11378.5, 11379, or 11379.5 with respect to a substance containing methamphetamine, amphetamine, phencyclidine (PCP) and its analogs shall receive an additional *state prison* term as follows:

(A) If the substance exceeds one kilogram by weight, or 30 liters by liquid volume, the person shall receive an additional term of three years.

(B) If the substance exceeds four kilograms by weight, or 100 liters by liquid volume, the person shall receive an additional term of five years.

(C) If the substance exceeds 10 kilograms by weight, or 200 liters by liquid volume, the person shall receive an additional term of 10 years.

(D) If the substance exceeds 20 kilograms by weight, or 400 liters by liquid volume, the person shall receive an additional term of 15 years.

(2) In computing the quantities involved in this subdivision, plant or vegetable material seized shall not be included.

(3) The conspiracy enhancements provided for in this subdivision shall not be imposed unless the trier of fact finds that the defendant conspirator was substantially involved in the planning, direction, execution, or financing of the underlying offense.

(c) (1) A person convicted of a violation of, or of a conspiracy to violate, Section 11351 or 11352 with respect to a substance containing fentanyl shall receive an additional *state prison* term as follows:

(A) If the substance exceeds 28.35 grams (one ounce) by weight, the person shall receive an additional term of three years.

(B) If the substance exceeds 100 grams by weight, the person shall receive an additional term of five years.

(C) If the substance exceeds 500 grams by weight, the person shall receive an additional term of seven years.

(D) If the substance exceeds one kilogram by weight, the person shall receive an additional term of 10 years.

(E) If the substance exceeds four kilograms by weight, the person shall receive an additional term of 13 years.

(F) If the substance exceeds 10 kilograms by weight, the person shall receive an additional term of 16 years.

(G) If the substance exceeds 20 kilograms by weight, the person shall receive an additional term of 19 years.

(H) If the substance exceeds 40 kilograms by weight, the person shall receive an additional term of 22 years.

(I) If the substance exceeds 80 kilograms by weight, the person shall receive an additional term of 25 years.

(2) The conspiracy enhancements provided for in this subdivision shall not be imposed unless the trier of fact finds that the defendant conspirator was substantially involved in the planning, direction, execution, or financing of the underlying offense.

~~(e)~~ (d) The additional terms provided in this section shall not be imposed unless the allegation that the weight of the substance containing heroin, fentanyl, cocaine base as specified in paragraph (1) of subdivision (f) of Section 11054, cocaine as specified in paragraph (6) of subdivision (b) of Section 11055, methamphetamine, amphetamine, or phencyclidine (PCP) and its analogs exceeds the amounts provided in this section is charged in the accusatory pleading and admitted or found to be true by the trier of fact.

(e) Notwithstanding paragraph (9) of subdivision (h) of Section 1170 of the Penal Code, a defendant convicted of an underlying violation specified in this section who admits an enhancement pursuant to this section or for whom an enhancement pursuant to this section is found true, is punishable by imprisonment in the state prison and not pursuant to subdivision (h) of Section 1170 of the Penal Code.

~~(d)~~ (f) The additional terms provided in this section shall be in addition to any other punishment provided by law.

~~(e)~~ (g) Notwithstanding any other law, the court may strike the additional punishment for the enhancements provided in this section if the court determines that there are circumstances in mitigation of the additional punishment and states on the record its reasons for striking the additional punishment.

SEC. 7. Article 8 (commencing with Section 11395) is added to Chapter 6 of Division 10 of the Health and Safety Code, to read:

Article 8. Treatment-Mandated Felony

11395. (a) This article shall be known and cited as the Treatment-Mandated Felony Act.

(b) (1) Notwithstanding any other law, and except as provided in subdivision (d), a person described in

subdivision (c) who possesses a hard drug, unless upon the written prescription of a physician, dentist, podiatrist, or veterinarian licensed to practice in this state, shall be punished by imprisonment in a county jail for not more than one year or pursuant to subdivision (h) of Section 1170 of the Penal Code. A second or subsequent conviction of this section, is punishable by imprisonment in the county jail not exceeding one year or by imprisonment in the state prison.

(2) A person shall not be sentenced to jail or prison pursuant to this section unless a court determines that the person is not eligible or suitable for treatment or that any other circumstance described in paragraph (4) of subdivision (d) applies to that person.

(c) Subdivision (b) applies to a person who has two or more prior convictions for a felony or misdemeanor violation of Section 11350, 11351, 11351.5, 11352, 11353, 11353.5, 11353.7, 11370.1, 11377, 11378, 11378.5, 11379, 11379.5, 11379.6, 11380, or 11395, including a conviction that occurred before the effective date of this section. Prior convictions shall be alleged in the accusatory pleading, and either admitted by the defendant in open court or found to be true by the trier of fact.

(d) (1) (A) In lieu of a jail or prison sentence, or a grant of probation with jail as a condition of probation, a defendant charged with a violation of this section may elect treatment by pleading guilty or no contest to a violation of this section and admitting the alleged prior convictions, waiving time for sentencing and the pronouncement of judgment, and agreeing to participate in, and complete, a detailed treatment program developed by a drug addiction expert and approved by the court. A defendant's plea of guilty or no contest shall not constitute a conviction for any purpose unless judgment is entered pursuant to paragraph (4) for a violation of this section.

(B) Upon or subsequent to arraignment for a violation of this section, and at the request or with the consent of the defendant or their attorney, the court shall order a drug addiction expert to conduct a substance abuse and mental health evaluation of the defendant. The expert shall submit a report of the evaluation to the court and parties. The evaluation may be based on an interview of the defendant or other individuals with relevant knowledge and review of records the expert deems appropriate, including medical records, criminal history, prior treatment history, and records pertaining to the current offense. If the defendant participates in the interview, neither the defendant's interview nor evidence derived from the interview may be used against the defendant at any subsequent trial for the instant offense except for the purposes of impeachment should the defendant testify inconsistently. The evaluation shall detail the defendant's drug abuse or mental health issues, if any, so the court and parties may better determine appropriate handling of the defendant's case.

(C) Concurrent with the order for a substance abuse and mental health evaluation of the defendant, and with

the defendant's consent, the court shall also order that a case worker or other qualified individual determine whether the defendant is eligible to receive Medi-Cal, Medicare, or any other relevant benefits for any programs or evaluations under this section. If the defendant did not previously consent to an eligibility determination at arraignment, the court shall order the eligibility determination upon and as a condition of the defendant's agreement to participate in and complete a treatment program as described in this subdivision.

(2) A treatment program may include, but is not limited to, drug treatment, mental health treatment, job training, and any other conditions related to treatment or a successful outcome for the defendant that the court finds appropriate. The court must hold regular hearings to review the progress of the defendant. The court shall make referrals to programs that provide services at no cost to the participant and have been deemed by the court, the drug addiction expert, and the parties to be credible and effective. A defendant may also choose to pay for a program that is approved by the court.

(3) Upon the defendant's successful completion of the treatment program as specified in paragraph (2), the positive recommendation of the treatment program, and the motion of the defendant, prosecuting attorney, the court, or the probation department, the court shall dismiss this charge against the defendant and the provisions of Section 1000.4 of the Penal Code, as it read on the effective date of this section, shall apply, including the provision that the arrest upon which the defendant was deferred shall be deemed to have never occurred. A dismissal based on the successful completion of treatment shall not count as a conviction for any purpose, including for determining punishment pursuant to subdivision (b).

(4) If at any time it appears that the defendant is performing unsatisfactorily in the program, is not benefiting from treatment, is not amenable to treatment, has refused treatment, or has been convicted of a crime that was committed since starting treatment, the prosecuting attorney, the court on its own, or the probation department may make a motion for entry of judgment and sentencing. After notice to the defendant, the court shall hold a hearing to determine whether judgment should be entered and the defendant sentenced. Judgment shall be imposed and the defendant sentenced if the court finds true one or more of the foregoing circumstances. However, except when the defendant has been found to have been convicted of a crime that was committed since starting treatment, the court may rerefer the defendant to treatment if the court finds that it is in the interest of justice to do so, that the defendant is currently amenable to treatment, and if the defendant agrees to participate in, and complete, a treatment program as described in this section.

(5) For time spent in residential treatment, a defendant may earn only actual credits pursuant to Section 2900.5 of the Penal Code and shall not earn conduct credits pursuant to Section 4019 of the Penal Code or any

other provision. Time spent in any other type of program or counseling is not eligible for any credits.

(e) (1) Except as provided in paragraph (2), as used in this section, "hard drug" means a substance listed in Section 11054 or 11055, including a substance containing fentanyl, heroin, cocaine, cocaine base, methamphetamine, or phencyclidine, and the analogs of any of these substances as defined in Sections 11400 and 11401.

(2) As used in this section, "hard drug" does not include cannabis, cannabis products, peyote, lysergic acid diethylamide (LSD), other psychedelic drugs, including mescaline and psilocybin (mushrooms), any other substance listed in subdivisions (d) and (e) of Section 11054, or, with the exception of methamphetamine, any other substance listed in subdivision (d) of Section 11055.

(f) Upon an arrest for a violation of this section, the court shall require judicial review prior to release to make an individualized determination of risk to public safety and likelihood to return to court.

(g) This section shall not be construed to preclude prosecution or punishment pursuant to any other law.

SEC. 8. Section 490.3 is added to the Penal Code, to read:

490.3. Notwithstanding any other law, in any case involving one or more acts of theft or shoplifting, including, but not limited to, violations of Sections 459.5, 484, 488, and 490.2, the value of property or merchandise stolen may be aggregated into a single count or charge, with the sum of the value of all property or merchandise being the values considered in determining the degree of theft.

SEC. 9. Section 666.1 is added to the Penal Code, to read:

666.1. (a) (1) Notwithstanding any other law, a person who has two or more prior convictions for any of the offenses listed in paragraph (2), and who is convicted of petty theft or shoplifting, is punishable by imprisonment in the county jail not exceeding one year or pursuant to subdivision (h) of Section 1170. A second or subsequent conviction of this section is punishable by imprisonment in the county jail not exceeding one year or by imprisonment in the state prison.

(2) This section applies to the following offenses, including a conviction that occurred before the effective date of this section:

(A) Petty theft, as described in Section 488 or 490.2.

(B) Grand theft, as described in Sections 487, 487h, and in Chapter 5 (commencing with Section 484) of Title 13 of Part 1.

(C) Theft from an elder or dependent adult, as described in Section 368.

(D) The theft or unauthorized use of a vehicle, as described in Section 10851 of the Vehicle Code.

(E) Burglary, as described in Section 459.

(F) Carjacking, as described in Section 215.

(G) Robbery, as described in Section 211.

(H) Receiving stolen property, as described in Section 496.

(I) Shoplifting, as described in Section 459.5.

(J) Identity theft and mail theft, as described in Section 530.5.

(b) A person subject to charging under this section or actually charged with this section may be referred by a prosecuting attorney's office or by a county probation department to a theft diversion or deferred entry of judgment program pursuant to Section 1001.81. If appropriate, a person admitted to such a program may also be referred to a substance abuse treatment program.

(c) Upon an arrest for a violation of this section, the court shall require judicial review prior to release to make an individualized determination of risk to public safety and likelihood to return to court.

(d) This section shall not be construed to preclude prosecution or punishment pursuant to any other law.

SEC. 10. Section 12022 of the Penal Code is amended to read:

12022. (a) (1) Except as provided in subdivisions (c) and (d), a person who is armed with a firearm in the commission of a felony or attempted felony shall be punished by an additional and consecutive term of imprisonment pursuant to subdivision (h) of Section 1170 for one year, unless the arming is an element of that offense. This additional term shall apply to a person who is a principal in the commission of a felony or attempted felony if one or more of the principals is armed with a firearm, whether or not the person is personally armed with a firearm.

(2) Except as provided in subdivision (c), and notwithstanding subdivision (d), if the firearm is an assault weapon, as defined in Section 30510 or 30515, or a machinegun, as defined in Section 16880, or a .50 BMG rifle, as defined in Section 30530, the additional and consecutive term described in this subdivision shall be three years imprisonment pursuant to subdivision (h) of Section 1170 whether or not the arming is an element of the offense of which the person was convicted. The additional term provided in this paragraph shall apply to any person who is a principal in the commission of a felony or attempted felony if one or more of the principals is armed with an assault weapon, machinegun, or a .50 BMG rifle, whether or not the person is personally armed with an assault weapon, machinegun, or a .50 BMG rifle.

(b) (1) A person who personally uses a deadly or dangerous weapon in the commission of a felony or attempted felony shall be punished by an additional and consecutive term of imprisonment in the state prison for one year, unless use of a deadly or dangerous weapon is an element of that offense.

(2) If the person described in paragraph (1) has been convicted of carjacking or attempted carjacking, the

additional term shall be in the state prison for one, two, or three years.

(3) When a person is found to have personally used a deadly or dangerous weapon in the commission of a felony or attempted felony as provided in this subdivision and the weapon is owned by that person, the court shall order that the weapon be deemed a nuisance and disposed of in the manner provided in Sections 18000 and 18005.

(c) (1) Notwithstanding the enhancement set forth in subdivision (a), a person who is personally armed with a firearm in the commission of a violation or attempted violation of Section 11351, 11351.5, 11352, 11366.5, 11366.6, 11378, 11378.5, 11379, 11379.5, or 11379.6 of the Health and Safety Code shall be punished by an additional and consecutive term of imprisonment ~~in the state prison pursuant to~~ subdivision (h) of Section 1170 for three, four, or five years.

(2) Notwithstanding paragraph (9) of subdivision (h) of Section 1170 of the Penal Code, a defendant convicted of an underlying violation specified in this subdivision who admits an enhancement pursuant to this subdivision or for whom an enhancement pursuant to this subdivision is found true, is punishable by imprisonment in the state prison and not pursuant to subdivision (h) of Section 1170 of the Penal Code.

(d) Notwithstanding the enhancement set forth in subdivision (a), a person who is not personally armed with a firearm who, knowing that another principal is personally armed with a firearm, is a principal in the commission of an offense or attempted offense specified in subdivision (c), shall be punished by an additional and consecutive term of imprisonment pursuant to subdivision (h) of Section 1170 for one, two, or three years.

(e) For purposes of imposing an enhancement under Section 1170.1, the enhancements under this section shall count as a single enhancement.

(f) Notwithstanding any other provision of law, the court may strike the additional punishment for the enhancements provided in subdivision (c) or (d) in an unusual case where the interests of justice would best be served, if the court specifies on the record and enters into the minutes the circumstances indicating that the interests of justice would best be served by that disposition.

SEC. 11. Section 12022.6 is added to the Penal Code, to read:

12022.6. (a) When any person takes, damages, or destroys any property in the commission or attempted commission of a felony, or commits a felony violation of Section 496, the court shall impose a term in addition and consecutive to the punishment prescribed for the felony or attempted felony of which the defendant has been convicted, as follows:

(1) If the loss or property value exceeds fifty thousand dollars (\$50,000), the court shall impose an additional term of one year.

(2) If the loss or property value exceeds two hundred thousand dollars (\$200,000), the court shall impose an additional term of two years.

(3) If the loss or property value exceeds one million dollars (\$1,000,000), the court shall impose an additional term of three years.

(4) If the loss or property value exceeds three million dollars (\$3,000,000), the court shall impose an additional term of four years.

(5) For every additional loss or property value of three million dollars (\$3,000,000), the court shall impose a term of one year in addition to the term specified in paragraph (4).

(b) In any accusatory pleading involving multiple charges of taking, damage, or destruction, or multiple violations of Section 496, the additional terms provided in this section may be imposed if the aggregate losses to the victims or aggregate property values from all felonies exceed the amounts specified in this section and arise from a common scheme or plan. All pleadings under this section shall remain subject to the rules of joinder and severance stated in Section 954.

(c) The additional terms provided in this section shall not be imposed unless the facts relating to the amounts provided in this section are charged in the accusatory pleading and admitted by the defendant or found to be true by the trier of fact.

(d) Notwithstanding any other law, the court may impose an enhancement pursuant to this section and another section on a single count, including an enhancement pursuant to Section 12022.65.

SEC. 12. Section 12022.65 is added to the Penal Code, to read:

12022.65. (a) Any person who acts in concert with two or more persons to take, attempt to take, damage, or destroy any property, in the commission or attempted commission of a felony shall be punished by an additional and consecutive term of imprisonment of one, two, or three years.

(b) The additional term provided in this section shall not be imposed unless the existence of the facts required in subdivision (a) are charged in the accusatory pleading and admitted by the defendant or found to be true by the trier of fact.

(c) Notwithstanding any other law, the court may impose an enhancement pursuant to this section and another section on a single count, including an enhancement pursuant to Section 12022.6.

SEC. 13. Section 12022.7 of the Penal Code is amended to read:

12022.7. (a) Any person who personally inflicts great bodily injury on any person other than an accomplice in the commission of a felony or attempted felony shall be punished by an additional and consecutive term of imprisonment in the state prison for three years.

(b) Any person who personally inflicts great bodily injury on any person other than an accomplice in the

commission of a felony or attempted felony which causes the victim to become comatose due to brain injury or to suffer paralysis of a permanent nature shall be punished by an additional and consecutive term of imprisonment in the state prison for five years. As used in this subdivision, "paralysis" means a major or complete loss of motor function resulting from injury to the nervous system or to a muscular mechanism.

(c) Any person who personally inflicts great bodily injury on a person who is 70 years of age or older, other than an accomplice, in the commission of a felony or attempted felony shall be punished by an additional and consecutive term of imprisonment in the state prison for five years.

(d) Any person who personally inflicts great bodily injury on a child under the age of five years in the commission of a felony or attempted felony shall be punished by an additional and consecutive term of imprisonment in the state prison for four, five, or six years.

(e) Any person who personally inflicts great bodily injury under circumstances involving domestic violence in the commission of a felony or attempted felony shall be punished by an additional and consecutive term of imprisonment in the state prison for three, four, or five years. As used in this subdivision, "domestic violence" has the meaning provided in subdivision (b) of Section 13700.

(f) (1) As used in this section, "great bodily injury" means a significant or substantial physical injury.

(2) As used in this section, a person who sells, furnishes, administers, or gives away a controlled substance is deemed to have personally inflicted great bodily injury when the person to whom the substance was sold, furnished, administered, or given suffers a significant or substantial physical injury from using the substance.

(g) This section shall not apply to murder or manslaughter or a violation of Section 451 or 452. Subdivisions (a), (b), (c), and (d) shall not apply if infliction of great bodily injury is an element of the offense.

(h) The court shall impose the additional terms of imprisonment under either subdivision (a), (b), (c), or (d), but may not impose more than one of those terms for the same offense.

SEC. 14. Chapter 36 (commencing with Section 7599.200) is added to Division 7 of Title 1 of the Government Code, to read:

*CHAPTER 36. FUNDING FOR THE HOMELESSNESS,
DRUG ADDICTION, AND THEFT REDUCTION ACT*

7599.200. (a) This chapter shall be known as the *Funding for the Homelessness, Drug Addiction, and Theft Reduction Act*.

(b) From moneys disbursed to the Board of State and Community Corrections pursuant to paragraph (3) of subdivision (a) of Section 7599.2 and Section 6046.2 of the Penal Code, the Board of State and Community

Corrections may allocate appropriate funds to counties and local governments for programs specified in Section 11395 of the Health and Safety Code. This provision shall not preclude funding for this act from any other source, including, but not limited to, the Local Revenue Fund 2011 established under Section 30025 and other funds designated for substance abuse and mental health treatment.

(c) A defendant charged with a treatment-mandated felony is eligible for any appropriate Medi-Cal or Medicare programs or services, including, but not limited to, those described in clauses (iii) to (v), inclusive, of subparagraph (B) of paragraph (16) of subdivision (f) of Section 30025, for the defendant's programs specified in Section 11395 of the Health and Safety Code. A county or local government may contract directly with the State Department of Health Care Services or any other applicable state agency to provide for the provision or administration of any applicable Medi-Cal or Medicare treatment programs.

SEC. 15. Amendments.

(a) Except as provided in subdivision (b), this act shall not be amended by the Legislature except by a statute that furthers the purposes, intent, findings, and declarations of the act and is passed in each house by rollcall vote entered in the journal, two-thirds of the membership of each house concurring, or by a statute that becomes effective only when approved by the voters.

(b) The Legislature may, by majority vote, amend Section 11369 of the Health and Safety Code only to expand the list of drugs that qualify as a "hard drug" and to expand the list of convictions to which it applies, and may, by majority vote, amend Section 11395 of the Health and Safety Code only to expand the list of drugs that qualify as a "hard drug" and to expand the list of applicable prior convictions, and may, by majority vote, amend Section 666.1 of the Penal Code only to expand the list of applicable prior convictions.

SEC. 16. Severability.

If any provision of this act, or any part of any provision, or the application of any provision or part to any person or circumstance is for any reason held to be invalid or unconstitutional, the remaining provisions and applications of provisions shall not be affected, but shall remain in full force and effect, and to this end the provisions of this act are severable.

SEC. 17. Conflicting Initiatives.

(a) This act creates a new drug treatment statute and changes the penalties for career and serial thieves. In the event that this act and another initiative measure or measures relating to the same subject appear on the same statewide ballot, the provisions of the other measure or measures shall be deemed to be in conflict with this measure. In the event this measure receives a greater number of affirmative votes than a measure deemed to be in conflict with it, the provisions of this measure shall prevail in their entirety, and the

provisions of the other measure or measures shall be null and void.

(b) If this measure is approved by the voters but superseded by law by any other conflicting measure approved by the voters at the same election, and the

conflicting ballot measure is later held invalid, this measure shall be self-executing and given full force and effect.



PROPOSITION 36

Allows Felony Charges and Increases Sentences for Certain Drug and Theft Crimes. Initiative Statute.

ANALYSIS OF MEASURE

BACKGROUND

Punishment Depends on Seriousness of Crime and Criminal History

Punishment for Felonies. A felony is the most serious type of crime. People can be sentenced to county jail or state prison for felonies, depending on the crime and their criminal history. In some cases, people can be supervised in the community by a county probation officer instead of serving some or all of their sentence in jail or prison. This is called county community supervision. The length of a sentence mostly depends on the crime. For example, murder can be punished by 15 years or more in prison. In contrast, selling drugs can be punished by up to five years in jail or prison, depending on the drug. Sentences can also be lengthened due to details of the crime. For example, sentences for selling certain drugs (such as fentanyl, heroin, cocaine, or methamphetamine) can be lengthened based on the amount sold.

Punishment for Misdemeanors. A misdemeanor is a less serious crime. Examples include assault and drug possession. People can be sentenced to county jail, county community supervision, and/or a fine for misdemeanors. Sentences can be up to one year in jail.

Proposition 47 Reduced Punishments for Some Theft and Drug Crimes

In 2014, Proposition 47 changed some theft and drug crimes from felonies to misdemeanors. For example, shoplifting (stealing items worth \$950 or less from a store) and drug possession generally became misdemeanors.

PROPOSAL

Proposition 36 makes several key changes related to punishments for theft and drug crimes. First, it increases punishment for some of these crimes. Second, it creates a new treatment-focused court process for some drug possession crimes. Third, it requires courts to warn people convicted of selling or providing illegal drugs to others that they can be charged with murder if they keep doing so and someone dies.

Increases Punishment for Some Theft and Drug Crimes

Proposition 36 increases punishment for some theft and drug crimes in three ways:

- ***Turns Some Misdemeanors Into Felonies.*** For example, currently, theft of items worth \$950 or less is generally a misdemeanor. Proposition 36 makes this crime a felony if the person has two or more past convictions for certain theft crimes (such as shoplifting, burglary, or carjacking). The sentence would be up to three years in county jail or state prison. These changes undo some of the punishment reductions in Proposition 47.
- ***Lengthens Some Felony Sentences.*** For example, Proposition 36 allows felony sentences for theft or damage of property to be lengthened by up to three years if three or more people committed the crime together.
- ***Requires Some Felonies Be Served in Prison.*** For example, as discussed above, sentences for selling certain drugs (such as fentanyl, heroin, cocaine, or methamphetamine) can be lengthened based on the amount sold. Currently, these sentences are served in county jail or state prison depending on the person's criminal history. Proposition 36 generally requires these sentences be served in prison.

Creates New Court Process for Some Drug Possession Crimes

Proposition 36 allows people who possess illegal drugs to be charged with a "treatment-mandated felony," instead of a misdemeanor, in some cases. Specifically, this applies to people who (1) possess certain drugs (such as fentanyl, heroin, cocaine, or methamphetamine) and (2) have two or more past convictions for some drug crimes (such as possessing or selling drugs). These people would generally get treatment, such as mental health or drug treatment. Those who finish treatment would have their charges dismissed. Those who do not finish treatment could serve up to three years in state prison. This change undoes some of the punishment reductions in Proposition 47.

Requires Warning of Possible Murder Charges for Selling or Providing Drugs

Proposition 36 requires courts to warn people that they could be charged with murder if they sell or provide illegal drugs that kill someone. This warning would be given to people convicted of selling or providing certain drugs (such as fentanyl, heroin, cocaine, and methamphetamine). This could make it more likely for them to be convicted of murder if they later sell or provide illegal drugs to someone who dies.

FISCAL EFFECTS

Proposition 36 would have various fiscal effects on the state and local governments. The size of these effects would depend on uncertain factors, such as what decisions local prosecutors would make.

Increases State Criminal Justice Costs. Proposition 36 would increase state criminal justice costs in two main ways.

- ***Increase in State Prison Population.*** It would require some people who now serve their sentences at the county level to serve them in state prison. Also, it lengthens some prison sentences. In total, the prison population could increase by around a few thousand people. (There are about 90,000 people in prison now.)

- ***Increase in State Court Workload.*** This is because felonies usually take more time to resolve than misdemeanors. Also, treatment-mandated felonies would increase court workload.

In total, Proposition 36 would **increase state criminal justice costs, likely ranging from several tens of millions of dollars to the low hundreds of millions of dollars each year (annually)**. This amount is less than one-half of 1 percent of the state's total General Fund budget. (The General Fund is the account the state uses to pay for most public services, including education, health care, and prisons.)

Increases Local Criminal Justice Costs. Proposition 36 would increase local criminal justice costs in two main ways.

- ***Net Increase in County Jail and Community Supervision Population.*** In some ways, Proposition 36 would reduce the jail and community supervision population. This is because some people would go to state prison instead of the county level. In other ways, it would increase this population. This is because some people would spend more time in county jail or on community supervision. Overall, Proposition 36 likely would increase the county population. This increase could be around a few thousand people. (There are about 250,000 people at the county level now.)
- ***Increase in Local Court-Related Workload.*** It would also increase workload for local prosecutors and public defenders. This is because felonies usually take more time to resolve than misdemeanors. Also, treatment-mandated felonies would create workload for some county agencies (such as probation or behavioral health departments).

In total, Proposition 36 would **increase local criminal justice costs, likely by tens of millions of dollars annually**.

Reduces Amount State Must Spend on Certain Services. Proposition 47 created a process in which the estimated state savings from its punishment reductions must be spent on mental health and drug treatment, school truancy and dropout prevention, and victim services. These estimated savings totaled \$95 million last year. By undoing parts of Proposition 47, Proposition 36 reduces the state savings from Proposition 47. This would reduce the amount the state must spend on mental health and drug treatment, school truancy and dropout prevention, and victim services. This reduction likely would be in the low tens of millions of dollars annually.

Other Fiscal Impacts. Proposition 36 could have other fiscal effects on the state and local governments. For example, if the increased punishments or mandated treatment reduce crime, some state and local criminal justice costs could be avoided. However, it is unknown if these or other effects would occur.

YES/NO STATEMENT

A **YES** vote on this measure means: People convicted of certain drug or theft crimes could receive increased punishment, such as longer prison sentences. In certain cases, people who possess illegal drugs would be required to complete treatment or serve up to three years in prison.

A **NO** vote on this measure means: Punishment for drug and theft crimes would remain the same.

SUMMARY OF LEGISLATIVE ANALYST'S ESTIMATE OF NET STATE AND LOCAL GOVERNMENT FISCAL IMPACT

- Increased state criminal justice costs, likely ranging from several tens of millions of dollars to the low hundreds of millions of dollars annually, primarily due to an increase in the prison population.
- Increased local criminal justice costs, likely in the tens of millions of dollars annually, primarily due to county jail, community supervision, and court-mandated mental health and drug treatment workload.

BALLOT LABEL

Fiscal Impact: State criminal justice costs likely ranging from several tens of millions of dollars to the low hundreds of millions of dollars annually. Local criminal justice costs likely in the tens of millions of dollars annually.



**NEVADA
COUNTY**
CALIFORNIA

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NEVADA COUNTY BOARD OF SUPERVISORS

BOARD AGENDA MEMO

MEETING DATE: October 8, 2026

TO: Board of Supervisors

FROM: Supervisor Lisa Swarthout, District 3
Supervisor Susan Hoek, District 4

SUBJECT: Resolution supporting California Proposition 36, Allows Felony Charges and increases sentences for certain drug and theft crimes. Initiative Statute.

RECOMMENDATION: Adopt the attached Resolution.

FUNDING: N/A

BACKGROUND: California voters approved Proposition 47 in 2014, a prison reform ballot measure aimed at reducing state prison populations. The measure reclassified certain nonviolent crimes, such as drug possession and petty theft under \$950, from felonies to misdemeanors. It also redirected savings from reduced incarceration to grant programs to support mental health and drug treatment, reduce truancy in K-12 education, and victim services.

Proposition 36 proposes to make several key changes to Prop 47's 2014 reforms:

Proposition 47 Actions

- Reclassified certain drug (including personal use) and theft-related offenses where property was under \$950 as misdemeanors (previously felonies).
- Resentenced individuals already serving sentences for felonies

Proposition 36 Proposed Actions

- Reclassifies certain drug offenses (including fentanyl), and repeated theft convictions where property is under \$950—as felonies
- Establishes new felony sentencing for certain crimes of

(reclassified as Prop 47 misdemeanors), reducing their prison time.

- Redirected savings from incarceration costs to mental health and drug treatment programs, reducing truancy, and victim services.
- up to three years in county jail or state prison, (lengthier if multiple people involved and/or fentanyl, heroin, cocaine, or methamphetamine was involved).
- Creates new “treatment-mandated felony” which would mandate convicted offenders get mental health or drug treatment (or face incarceration).
- For certain crimes, would require that offenders serve their sentences in a state prison, as opposed to county jails
- Requires courts to warn people they could be charged with murder if they sell or provide illegal drugs that result in someone’s death.

Proposition 36 allows people who possess illegal drugs to be charged with a “treatment-mandated felony,” instead of a misdemeanor, in some cases. Specifically, this applies to people who (1) possess certain drugs (such as fentanyl, heroin, cocaine, or methamphetamine) and (2) have two or more past convictions for some drug crimes (such as possessing or selling drugs). These people would generally get treatment, such as mental health or drug treatment. Those who finish treatment would have their charges dismissed. Those who do not finish treatment could serve up to three years in state prison. This change undoes some of the punishment reductions in Proposition 47.

The California District Attorney Association sponsored Prop 36, citing concerns that Prop 47 led to fewer arrests and decreased accountability for theft. Property theft spiked during the COVID-19 pandemic, and the high visibility of retail theft including viral videos also fueled public sentiment there was insufficient accountability for these types of crimes. The initiative also seeks to provide criminal justice partners with a stronger “stick” to approach addressing the state’s fentanyl crisis. The Chief Probation Officers of California has taken a support position, along with the California State Sheriff’s Association. However, the California Public Defenders Association has taken an oppose position.

The initiative statute entitled “Homelessness, Drug Addiction, and Theft Reduction Act” was placed on the November ballot via the voter signature initiative process, with support from retail groups in California. It is important to note that the proposition does not include any specific provisions to address homelessness despite its title.

Nevada County District Attorney Jesse Wilson, and Nevada County Sheriff Shannan Moon, are in support of Proposition 36 and urge the Board to take a support position. Moreover, the Nevada County Public Defender anticipates that a passage of Proposition 36 will increase costs throughout the criminal justice system, while

decreasing resources at the same time and has raised concerns on its efficacy. The Public Defender anticipates due to an increase of caseloads, there may be a need for additional attorneys and staff support in order to meet its mandate.

The Legislative Analyst's Office (LAO) estimates that Prop 36 could cost the state and counties hundreds of millions of dollars annually due to increased prison and jail populations. In fact, the Legislature narrowly passed a prison bed-reduction bill AB 2178 (Ting) during the final week of session, noting that Prop 36 could reverse the LAO's current projected trends showing 15,000 empty prison beds by 2025, and 19,000 by 2028. The measure would also reduce funding for Prop 47-supported grant programs, such as treatment and victim services, as fewer savings would be available from reduced incarceration. Additionally, there would be an unknown increased cost for courts, county jails, and community supervision services. While it is expected that the fiscal impact to Nevada County may be minimal, it remains unknown to what extent the actual impact will have on the County and its services, notably on the Sheriff, District Attorney, Behavioral Health (via Drug Court), Probation and the Public Defender's Office.

Despite concerns on unknown increased costs, we believe that Proposition 36 is needed to help address the continued crime that was exacerbated by the passage of Proposition 47 that hamstrung law enforcement's ability to do their job and protect the community. Therefore, in an effort to help further mitigate the unintended consequences created by Prop 47 that reclassified certain felonies to a misdemeanor that has created major challenges for law enforcement officials to curb crime, we recommend the Board adopt the attached Resolution supporting California Proposition 36.

Sincerely,

Supervisor Lisa Swarthout
District 3

Supervisor Susan Hoek
District 4