

From: Jacob Patterson <jacob.patterson.esq@gmail.com>

Sent: Thursday, September 8, 2022 9:32 AM

To: Ducey, Peggy <PDucey@fortbragg.com>

Subject: Agenda Packet Day

Peggy,

FYI, on days with new agenda packets, I tend to send the most emails as I go through all the items and potential issues or questions pop into my head. Today will not be an exception because the meeting is packed, including several items I think are problematic (although I still expect them to be approved on Monday). As always, these are just my personal opinions and cannot be relied upon as legal advice since I don't represent you or the City.

Of personal interest to you, there is a legal issue with your proposed contract in Section 5.B.3. The current city council is legally prohibited from contracting away future policy decisions that can only be made by future city councils so the extra period they are agreeing to not terminate you is not enforceable. They could agree to an extra payment (subject to the statutory maximum severance of up to 18 months salary) if the future council decides to terminate you but they cannot legally agree for the future council to not take that action at all, which is how it is currently drafted. I am a little surprised Keith didn't note that issue. The severance provision is fine since the six months is less than the 18-month maximum so there is room for an additional supplemental payment if the City Council terminates you after the 90 day window set out in our code but before July 1, 2023. I will probably make a comment about this and object to the contract because of it, which is more of an objection to Keith than anything else.

This isn't a legal issue but you should be prepared to discuss an altered organizational structure following the election, including the potential shift back to our former model of a City Administrator rather than a City Manager. I think it would be beneficial for the City Council to directly supervise several department heads. There are also several weird non-standard practices in Fort Bragg that involve prior delegation of responsibilities to the CM that we might want to reevaluate (e.g., delegating payment authorizations followed by after-the-fact quarterly reporting rather than approving warrant registers prior to the City processing payments and claims for money). Those reforms could count as a termination under the contract but only if you object to a change in authority. This community is not particularly hierarchical and having that strict structure has created issues that contributed to the departures of prior CMs since both councilmembers

Regards,

--Jacob