



City of Fort Bragg

416 N Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

Meeting Agenda City Council

**THE FORT BRAGG CITY COUNCIL MEETS CONCURRENTLY
AS THE FORT BRAGG MUNICIPAL IMPROVEMENT DISTRICT
NO. 1 AND THE FORT BRAGG REDEVELOPMENT SUCCESSOR
AGENCY**

Monday, June 8, 2026

6:00 PM

Town Hall, 363 N. Main Street
and Via Video Conference

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

COUNCILMEMBERS PLEASE TAKE NOTICE

Councilmembers are reminded that pursuant to the Council policy regarding use of electronic devices during public meetings adopted on November 28, 2022, all cell phones are to be turned off and there shall be no electronic communications during the meeting. All e-communications such as texts or emails from members of the public received during a meeting are to be forwarded to the City Clerk after the meeting is adjourned.

ZOOM WEBINAR INVITATION

This meeting is being presented in a hybrid format, both in person at Town Hall and via Zoom.

You are invited to a Zoom webinar.

When: Jun 8, 2026 06:00 PM Pacific Time (US and Canada)

Topic: City Council Meeting

Join from PC, Mac, iPad, or Android:

<https://us06web.zoom.us/j/86198803950>

Or Telephone dial: 1 669 444 9171 US

Webinar ID: 861 9880 3950

To speak during public comment portions of the agenda via zoom, please join the meeting and use the raise hand feature when the Mayor or Acting Mayor calls for public comment on the item you wish to address.

CLOSED SESSION REPORT

AGENDA REVIEW

1. MAYOR'S RECOGNITIONS AND ANNOUNCEMENTS

1A. [26-253](#) National Pollinator Week Proclamation

Attachments: [27- Pollinator Week](#)

1B. [26-254](#) Juneteenth Freedom Day Proclamation

Attachments: [28-Juneteenth Day](#)

2. PUBLIC COMMENTS ON: (1) NON-AGENDA, (2) CONSENT CALENDAR & (3) CLOSED SESSION ITEMS

MANNER OF ADDRESSING THE CITY COUNCIL: All remarks and questions shall be addressed to the City Council; no discussion or action will be taken pursuant to the Brown Act. No person shall speak without being recognized by the Mayor or Acting Mayor. Public comments are restricted to three (3) minutes per speaker.

TIME ALLOTMENT FOR PUBLIC COMMENT ON NON-AGENDA ITEMS: Thirty (30) minutes shall be allotted to receiving public comments. If necessary, the Mayor or Acting Mayor may allot an additional 30 minutes to public comments after Conduct of Business to allow those who have not yet spoken to do so. Any citizen, after being recognized by the Mayor or Acting Mayor, may speak on any topic that may be a proper subject for discussion before the City Council for such period of time as the Mayor or Acting Mayor may determine is appropriate under the circumstances of the particular meeting, including number of persons wishing to speak or the complexity of a particular topic. Time limitations shall be set without regard to a speaker's point of view or the content of the speech, as long as the speaker's comments are not disruptive of the meeting.

BROWN ACT REQUIREMENTS: The Brown Act does not allow action or discussion on items not on the agenda (subject to narrow exceptions). This will limit the Council's response to questions and requests made during this comment period.

WRITTEN PUBLIC COMMENTS: Written public comments received after agenda publication are forwarded to the Councilmembers as soon as possible after receipt and are available for inspection at City Hall, 416 N. Franklin St, Fort Bragg, during normal business hours. All comments after 2 PM on the day of the meeting will become a permanent part of the agenda packet on the day after the meeting or as soon thereafter as possible. Kindly identify emails as "public comment" otherwise they may be considered correspondence to Councilmembers. Public comments may be submitted to cityclerk@fortbraggca.gov.

3. STAFF COMMENTS**4. MATTERS FROM COUNCILMEMBERS****5. CONSENT CALENDAR**

All items under the Consent Calendar will be acted upon in one motion unless a Councilmember requests that an individual item be taken up under Conduct of Business.

5A. [26-178](#) Adopt City Council Resolution Calling and Giving Notice of the Holding of a General Municipal Election to be Held on Tuesday, November 3, 2026, for the Election of City Councilmembers as Required by the Provisions of the Laws of the State of California Relating to General Law Cities

Attachments: [RESO Calling a General Municipal Election](#)

- 5B. [26-179](#)** Adopt City Council Resolution Requesting that the Board of Supervisors of the County of Mendocino Consolidate a General Municipal Election to be Held on November 3, 2026, with the Statewide General Election to be Held on that Date Pursuant to §10403 of the Elections Code and to Render Specified Services to the City Relating to the Conduct of Said Election
- Attachments:** [RESO Calling for Election Consolidation](#)
- 5C. [26-250](#)** Adopt City Council Resolution Establishing the Systems Technician - Transitional (Working Title: Broadband Systems Technician), Non-Exempt, At-Will, Transitional Classification and Confirming the Pay Rates and Ranges for All City of Fort Bragg Established Classifications Effective June 8, 2026
- Attachments:** [RESO All Inclusive HS Intern & BrdbndSysTechTransitional](#)
[Att 1 - Exhibit A Intern/Broadband](#)
- 5D. [26-261](#)** Adopt Memorandum of Understanding Granting a Non Exclusive License of South Lincoln Street Community Garden Property at C.V. Starr Center
- Attachments:** [MOU Community Garden](#)
- 5E. [26-228](#)** Adopt City Council Resolution Approving Third Amendment to Professional Services Agreement with Lumos & Associates for Construction Management Services for 2025 Streets and Stop Gap Projects and Authorizing the City Manager to Execute Contract (Amount Not To Exceed \$364,150) CEQA Exemption 15301 (c)
- Attachments:** [RESO Lumos CM Services for Streets Amd 3](#)
[Att - 1 Exhibit A - Lumos Streets Amendment #3](#)
[Public Comment](#)
- 5F. [26-258](#)** Adopt City of Fort Bragg and Municipal Improvement District Resolution Approving a Contract Change Order with August-Jaye, Inc. for the Dryer Building Reconstruction Project, City Project No. WWP-00027, Approving Budget Amendment 2025/26-13, and Authorizing City Manager to Execute Contract (Not to Exceed \$350,741); Existing Mitigated Negative Declaration.
- Attachments:** [RESO Dryer Bldg Budget Amendment](#)
[Att 1 - Exhibit A - Change Order No.1](#)
[Att 2 - Exhibit B - Budget Amendment 2025-26-13](#)
- 5G. [26-259](#)** Adopt City Council Resolution Approving Second Amendment to Professional Services Agreement with Lumos & Associates for Pump Station Redesign for the Raw Water Line Replacement Project, Project WTR-00016 (Amount Not To Exceed \$235,210.65) Subject to City Attorney Approval; No New MND or EIR is required pursuant to 15162 and Categorical Exemptions 15061(b)(3), 15304
- Attachments:** [RESO Lumos & Associates WTR-00016 Amd 2](#)
[Att 1 - Newman Change Order Request 2](#)

- 5H. [26-260](#) Adopt City Council Resolution Approving Contract Change Order No. 6 with A.B.S. Builders, Inc. for the Bainbridge Park Enhancement Project (City Project No. PWP-00096) and Authorizing City Manager to Execute Contract (Not to Exceed \$1,638,125.95); CEQA Exemptions 15301(d), 15303, 15304, and 15332
- Attachments:** [RESO ABS-Bainbridge Park Change Order 6](#)
[Att - 1 Ex A - ABS Change Order #6](#)
- 5I. [26-262](#) Adopt City Council Resolution Approving the Side Letter Agreements between the City of Fort Bragg and the Fort Bragg Police Association and Fort Bragg Employees Organization Authorizing the City Manager to Execute same for Purposes of Revising the City's Personnel Rules and Regulations Section 18
- Attachments:** [RESO Revising Section 18 Personnel Rules](#)
[Att 1 - Ex A - REDLINE Catastrophic Section 18 Personnel Rule](#)
[Att 2 - Ex B - FBEO Side Letter Catastrophic Leave](#)
[Att 3 - Ex C - FBPA Side Letter Catastrophic Leave](#)
- 5J. [26-251](#) Receive and File Minutes of the Visit Fort Bragg Committee Meeting of April 14, 2026
- Attachments:** [VFB MINS 04142026](#)
- 5K. [26-255](#) Approve Special Meeting of May 26, 2026
- Attachments:** [SCCM 05262026](#)
- 5L. [26-256](#) Approve Minutes of May 26, 2026
- Attachments:** [CCM 05262026](#)

6. DISCLOSURE OF EX PARTE COMMUNICATIONS ON AGENDA ITEMS

7. PUBLIC HEARING

When a Public Hearing has been underway for a period of 60 minutes, the Council must vote on whether to continue with the hearing or to continue the hearing to another meeting.

- 7A. [26-237](#) Receive a Report, Hold a Public Hearing to Present the City of Fort Bragg Vacancy Report 2026, a Comprehensive Overview of Job Vacancies, Recruitment, and Retention Efforts, as Required by Assembly Bill 2561.

Attachments: [06082026 Staff Report AB 2561 Vacancy Report](#)
[Att 1 - Bill Text - AB2561.pdf](#)
[Att 2 - 2026.06.08 AB 2561 Vacancy Report](#)
[Att 3 - Procedures for Public Hearing AB 2561](#)
[Att 4 - Notice of Public Hearing](#)

ADA NOTICE AND HEARING IMPAIRED PROVISIONS:

It is the policy of the City of Fort Bragg to offer its public programs, services and meetings in a manner that is readily accessible to everyone, including those with disabilities. Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities.

If you need assistance to ensure your full participation, please contact the City Clerk at (707) 961-2823. Notification 48 hours in advance of any need for assistance will enable the City to make reasonable arrangements to ensure accessibility.

This notice is in compliance with the Americans with Disabilities Act (28 CFR, 35.102-35.104 ADA Title II).



City of Fort Bragg

416 N Franklin Street
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Text File

File Number: 26-253

Agenda Date: 6/8/2026

Version: 1

Status: Business

In Control: City Council

File Type: Proclamation

Agenda Number: 1A.

National Pollinator Week Proclamation

PROCLAMATION
National Pollinator Week
June 22-28, 2026

WHEREAS, pollinator species such as thousands of species of bees are essential partners in producing much of our food supply; and

WHEREAS, pollinator species provide significant environmental benefits that are necessary for maintaining healthy, diverse urban and suburban ecosystems; and

WHEREAS, pollination plays a vital role for the trees and plants of our community, enhancing our quality of life, and creating recreational and economic development opportunities; and

WHEREAS, in the last year, the City of Fort Bragg has managed urban landscapes and public lands that include many municipal parks and greenways, as well as wildlife habitats; and

WHEREAS, the City of Fort Bragg encourages developers and residents to use bee friendly landscaping and promote wise conservation stewardship, including the protection of pollinators and maintenance of their habitats in urban and suburban environments;

NOW, THEREFORE, I, Jason Godeke, Mayor of the City of Fort Bragg, on behalf of the entire City Council, do hereby proclaim the Week of June 22-28, 2026 as National Pollinator Week in the City of Fort Bragg and urge all citizens to recognize this observance.

SIGNED this 8th day of June, 2026

JASON GODEKE, Mayor

ATTEST:

Diana Paoli, City Clerk



City of Fort Bragg

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Text File

File Number: 26-254

Agenda Date: 6/8/2026

Version: 1

Status: Business

In Control: City Council

File Type: Staff Report

Agenda Number: 1B.

Juneteenth Freedom Day Proclamation

PROCLAMATION
JUNETEENTH DAY

WHEREAS, Juneteenth, also known as “Juneteenth Independence Day,” “Emancipation Day,” “Emancipation Celebration” and “Freedom Day,” is the oldest known celebration commemorating the ending of slavery in the United States and has been celebrated by the Black Community for over 150 years; and

WHEREAS, President Abraham Lincoln issued the Emancipation Proclamation on January 1, 1863, declaring that “all persons held as slaves within the rebellious states are, and henceforward shall be free,” paving the way for the passing of the thirteenth amendment which formally abolished slavery in the United States of America; and

WHEREAS, Juneteenth, or June 19, 1865, is considered the date when the last slaves in America were freed when General Gordon Granger rode into Galveston, Texas, and issued General Order No. 3, almost two and a half years after President Lincoln issued the Emancipation Proclamation; and

WHEREAS, June 19 symbolizes freedom, celebrates the abolishment of slavery, reminds all Americans of the significant contributions of African Americans to our society, and is a time for reflection and rejoicing, assessment, self-improvement, and planning for the future; and

WHEREAS, Juneteenth celebrations are a tribute to those African Americans, then and now, who fought so long and worked so hard to make the dream of equality a reality; and

WHEREAS, President Biden called upon Americans to recommit together to the work of equity, equality, and justice; and commit together to eradicate systemic racism that still undermines our founding ideals and collective prosperity;

NOW THEREFORE, I, Jason Godeke, Mayor of the City of Fort Bragg, on behalf of the entire City Council, do hereby proclaim Juneteenth Day in the City of Fort Bragg and urge all residents to become more aware and continually educated on the significance of this celebration in Black History and in the heritage of our nation.

SIGNED this 8th day of June, 2026

JASON GODEKE, Mayor

ATTEST:

Diana Paoli, City Clerk



No. 28-2026



City of Fort Bragg

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Text File

File Number: 26-178

Agenda Date: 6/8/2026

Version: 1

Status: Business

In Control: City Council

File Type: Resolution

Agenda Number: 5A.

Adopt City Council Resolution Calling and Giving Notice of the Holding of a General Municipal Election to be Held on Tuesday, November 3, 2026, for the Election of City Councilmembers as Required by the Provisions of the Laws of the State of California Relating to General Law Cities

RESOLUTION NO. -2026

RESOLUTION OF THE FORT BRAGG CITY COUNCIL CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026, FOR THE ELECTION OF CITY COUNCILMEMBERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES

WHEREAS, under the provisions of the laws relating to general law cities in the State of California, a General Municipal Election shall be held on Tuesday, November 3, 2026, for the election of City Councilmembers; and

WHEREAS, the City, by separate resolution, will be requesting the Mendocino County Board of Supervisors to consolidate the City's municipal election with the Statewide General Election;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby resolve, declare, determine and order as follows:

SECTION 1. Pursuant to the requirements of the laws of the State of California relating to general law cities there is called and ordered to be held in the City of Fort Bragg, California, on Tuesday, November 3, 2026, a General Municipal Election for the purpose of electing three (3) members of the City Council for the full term of four (4) years.

SECTION 2. The ballots to be used at the election shall be in form and content as required by law.

SECTION 3. The City Clerk is authorized, instructed and directed to coordinate with the County of Mendocino Registrar-Recorder/County Clerk to:

- A. Procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election;
- B. Furnish, distribute and receive all nomination papers;
- C. Receive Candidate's Statements pursuant to Election Code §13307;
- D. Receive Code of Fair Campaign Practices Statements as required by law; and
- E. Receive Disclosure Statements as required by law.

SECTION 4. The County Clerk, pursuant to Resolution [REDACTED]-2026, adopted concurrently with this Resolution, has been requested to and shall conduct the election pursuant to the appropriate provisions of State law.

SECTION 5. The polls for the election shall be open at seven o'clock a.m. on the date of the election and shall remain open continuously from that time until eight o'clock p.m. of the same day when the polls shall be closed, pursuant to Election Code §10242, except as provided in §§ 14212 and 14401 of the Elections Code of the State of California.

SECTION 6. In all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 7. Notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

SECTION 8. In the event of a tie vote (if any two or more persons receive an equal and the highest number of votes for an office) as certified by the County of Mendocino Registrar-Recorder/County Clerk, the City Council, in accordance with Election Code §15651(a) shall set a date, time and place and summon the candidates who have received the tie votes to appear and will determine the tie by lot.

SECTION 9. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

The above and foregoing Resolution was introduced by Councilmember _____, seconded by Councilmember _____, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 8th day of June, 2026, by the following vote:

- AYES:**
- NOES:**
- ABSENT:**
- ABSTAIN:**
- RECUSE:**

JASON GODEKE
Mayor

ATTEST:

Diana Paoli
City Clerk



City of Fort Bragg

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Text File

File Number: 26-179

Agenda Date: 6/8/2026

Version: 1

Status: Business

In Control: City Council

File Type: Resolution

Agenda Number: 5B.

Adopt City Council Resolution Requesting that the Board of Supervisors of the County of Mendocino Consolidate a General Municipal Election to be Held on November 3, 2026, with the Statewide General Election to be Held on that Date Pursuant to §10403 of the Elections Code and to Render Specified Services to the City Relating to the Conduct of Said Election

RESOLUTION NO. -2026

A RESOLUTION OF THE FORT BRAGG CITY COUNCIL REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF MENDOCINO TO CONSOLIDATE A GENERAL ELECTION, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026 PURSUANT TO SECTION 10403 OF THE ELECTIONS CODE

WHEREAS, concurrent with this Resolution the City Council of the City of Fort Bragg adopted Resolution xxx-2026 calling a General Municipal Election to be held on November 3, 2026, for the purposes of election of three (3) City Councilmembers for the full term of four (4) years; and

WHEREAS, a statewide general election is scheduled for November 3, 2026; and

WHEREAS, it is desirable that the General Election be consolidated with the Statewide General Election to be held on the same date, and that within the City, the precincts, polling places, and election officers of the two elections be the same, and that the County Election Department of the County of Mendocino canvass the returns of the General Election and that the election be held in all respects as if there were only one election.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Fort Bragg does hereby resolve, declare and order as follows:

SECTION 1. – Request for Consolidation

Pursuant to the requirements of section 10403 of the California Elections Code, the Board of Supervisors of the County of Mendocino is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General Election on Tuesday, November 3, 2026, for the purpose of electing three City Councilmembers for the full term of four (4) years.

SECTION 2 – Request for Election Services

- A. Pursuant to the requirements of section 10403 of the California Elections Code, the Mendocino County Board of Supervisors is hereby requested to consent and agree that the consolidated election on Tuesday, November 3, 2026, will be held and conducted in the manner prescribed in Elections Code section 10418.
- B. The County Elections Department is authorized to canvass the returns of the General Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used. The

election will be held and conducted in accordance with the provisions of law regulating the statewide election.

- C. The Board of Supervisors is requested to issue instructions to the County Elections Department to take any and all steps necessary for the holding of the consolidated election.
- D. The City of Fort Bragg recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any costs.
- E. The City Clerk is authorized, instructed, and directed to coordinate with the Mendocino County Clerk to procure and furnish any and all official ballots, notices, printed matter, and all supplies, equipment, and paraphernalia that may be necessary in order to properly and lawfully conduct the election.
- F. Notice of the time and place of holding the election is given and the City Clerk is authorized, instructed, and directed to give further or additional notice of the election, in time, form, and manner as required by law.
- G. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

SECTION 3. – Direction to City Clerk

- A. The City Clerk is directed to forward without delay a certified copy of this resolution to the Board of Supervisors and to the County Elections Department.
- B. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

The above and foregoing Resolution was introduced by Councilmember _____, seconded by Councilmember _____, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 8th day of June 2026, by the following vote:

**AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSED:**

**JASON GODEKE
Mayor**

ATTEST:

Diana Paoli, City Clerk



City of Fort Bragg

416 N Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

Text File

File Number: 26-250

Agenda Date: 6/8/2026

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: 5C.

Adopt City Council Resolution Establishing the Systems Technician - Transitional (Working Title: Broadband Systems Technician), Non-Exempt, At-Will, Transitional Classification and Confirming the Pay Rates and Ranges for All City of Fort Bragg Established Classifications Effective June 8, 2026

Approving the Resolution establishes the Systems Technician - Transitional (Working Title: Broadband Systems Technician - Transitional) non-exempt, at-will classification and establishes the pay rates and ranges for all City of Fort Bragg established classifications effective June 8, 2026.

RESOLUTION NO. ____-2026

RESOLUTION OF THE FORT BRAGG CITY COUNCIL ESTABLISHING THE SYSTEMS TECHNICIAN – TRANSITIONAL (WORKING TITLE: BROADBAND SYSTEMS TECHNICIAN – TRANSITIONAL), NON-EXEMPT, AT-WILL, TRANSITIONAL CLASSIFICATION AND CONFIRMING THE PAY RATES AND RANGES FOR ALL CITY OF FORT BRAGG ESTABLISHED CLASSIFICATIONS EFFECTIVE JUNE 8, 2026

WHEREAS, the Fort Bragg City Council approves all new classifications and salary schedules, which include classification titles and compensation rates as reflected in Exhibit A; and

WHEREAS, the establishment of this Resolution meets the requirements of California Code of Regulations Section 570.5 as confirmed by CalPERS; and

WHEREAS, the City has been diligently working on bringing municipal broadband to the local community and has received grant funding to assist with the installation of broadband, and the current staffing does not have the capacity to meet the anticipated demand for municipal broadband; and

WHEREAS, the Fort Bragg City Council last approved the Master Salary Schedule during the January 26, 2026, City Council meeting, which includes the Systems Technician classification with the Broadband and Digital Infrastructure division, a full-time, non-exempt classification that is part of the Fort Bragg Employee Organization, which is an ongoing, budgeted classification; and

WHEREAS, the current budget does not allow for the additional headcount required to meet the anticipated demand for municipal broadband services; and

WHEREAS, the City has received grant funds to allow the City to hire three (3) Systems Technician – Transitional (working title: Broadband Systems Technician – Transitional) positions in FY 2026-2027 to assist with the anticipated demand; and

WHEREAS, the City of Fort Bragg’s Personnel Rules and Regulations allow for establishing appointments which are provisional, seasonal, temporary, or emergency or on a transitional basis whenever it has a legitimate need to do so, and such appointments shall not attain regular status and shall be deemed to be “at-will”; and

WHEREAS, the City wishes to establish a transitional classification of Systems Technician – Transitional (working title: Broadband Systems Technician – Transitional) within the Broadband and Digital Infrastructure Division, which is a full-time, non-exempt, grant-funded, transitional, at-will classification for the purpose of meeting the anticipated initial surge in broadband installations; and

WHEREAS, the budget for the Systems Technician – Transitional classification is allocated out of various broadband grants; and

WHEREAS, the City wishes to establish a high school internship program to encourage local youth to consider public service in their local community; and

WHEREAS, the Intern classification is a non-exempt, at-will, temporary classification authorized to work no more than 20 hours per week and/or 1,000 hours in a fiscal year; and

WHEREAS, the current compensation for the Intern program has historically been for college students, and the current intern program is targeted at high school students; and

WHEREAS, adjusting the compensation for the Intern classification will allow for more opportunities for high school local youth out of account number 110-4130-0101; and

WHEREAS, the California Public Employees' Retirement System requires the City to have a publicly adopted and posted salary schedule, and it is best practice to have all the recent changes effective on June 8, 2026, on one master salary schedule; and

WHEREAS, the full salary schedule is allocated in the FY 2025/26 budget; and

WHEREAS, the full salary schedule is available on the City's website; and

WHEREAS, based on all the evidence presented, the City Council finds as follows.

1. Adopt the City of Fort Bragg Master Salary Rate Compensation Plan as presented in "Exhibit A".

NOW, THEREFORE, BE IT RESOLVED that the City Council of Fort Bragg does hereby amend the City of Fort Bragg Master Salary Rate Compensation Plan as presented in "Exhibit A" effective June 8, 2026.

The above and foregoing Resolution was introduced by Councilmember _____, seconded by Councilmember _____, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 8th day of June, 2026, by the following vote:

- AYES:**
- NOES:**
- ABSENT:**
- ABSTAIN:**
- RECUSED:**

JASON GODEKE
Mayor

ATTEST:

Diana Paoli
City Clerk

Effective 6.8.2025	2025.05.08 All Inclsx MasterGmsSched SysTechBrdBndTransfollntemSPHsdCivAg									
Department	Position	Class	Step	Status	Hourly	Biweekly	Monthly	Annually		
Administrative Services	City Council	Elected	Step 1	Exec (5)	235.38	510.00	6,120.00			
										Plus \$100/mo. for Special District Meeting
Administrative Services	City Manager	Executive; At-Will; Contract	Step 1	Vacant (1)	92.31	7,384.62	16,000.00	192,000.00		Employment Contract
Administrative Services	Assistant City Manager	Executive; At-Will	Step 1	Vacant (1)	54.36	4,348.80	9,422.40	113,068.80		Exec 7.1.25 6% COLA
			Step 2		57.08	4,566.40	9,863.87	118,376.40		
			Step 3		59.93	4,794.40	10,387.87	124,654.40		
			Step 4		62.93	5,034.40	10,907.87	130,894.40		
			Step 5		66.08	5,286.40	11,453.87	137,446.40		
Administrative Services	Administration Director (This classification oversees Administration & Finance)	Executive; At-Will	Step 1	Vacant (1)	54.36	4,348.80	9,422.40	113,068.80		NEW CLASSIFICATION
			Step 2		57.08	4,566.40	9,863.87	118,376.40		Exec 7.1.25 6% COLA
			Step 3		59.93	4,794.40	10,387.87	124,654.40		
			Step 4		62.93	5,034.40	10,907.87	130,894.40		
			Step 5		66.08	5,286.40	11,453.87	137,446.40		
Administrative Services	Senior Administrative Analyst	Confidential; Non-Bargaining	Step 1	Vacant (1)	32.58	2,589.04	5,613.05	67,356.64		NEW CLASSIFICATION 7.1.25
			Step 2		34.00	2,720.00	5,893.33	70,720.00		7.1.25 CNBarg 6% COLA
			Step 3		35.70	2,856.00	6,188.00	74,256.00		
			Step 4		37.49	2,999.20	6,498.27	77,979.20		
			Step 5		39.36	3,148.80	6,822.40	81,868.80		
Administrative Services	Administrative Analyst	Confidential; Non-Bargaining	Step 1	Vacant (1)	29.45	2,356.00	5,104.67	61,256.00		7.1.25 CNBarg 6% COLA
			Step 2		30.92	2,473.60	5,359.47	64,313.60		
			Step 3		32.47	2,597.60	5,628.13	67,537.60		
			Step 4		34.09	2,727.20	5,908.93	70,907.20		
			Step 5		35.79	2,863.20	6,203.60	74,443.20		
Administrative Services	Administrative Assistant - Confidential Working title - Administrative Assistant - Administration	Confidential; Non-Bargaining	Step 1	Vacant (1)	27.15	2,172.00	4,706.00	56,472.00		7.1.25 CNBarg 6% COLA
			Step 2		28.51	2,280.80	4,941.73	59,300.80		
			Step 3		29.94	2,395.20	5,189.60	62,275.20		
			Step 4		31.44	2,515.20	5,449.60	65,395.20		
			Step 5		33.01	2,640.80	5,721.73	68,660.80		
Administrative Services	City Clerk, Non-Certified	Confidential; Non-Bargaining	Step 1	Vacant (1)	36.15	2,892.00	6,266.00	75,192.00		7.1.25 CNBarg 6% COLA
			Step 2		37.96	3,036.80	6,579.73	78,956.80		
			Step 3		39.86	3,188.80	6,909.07	82,908.80		
			Step 4		41.85	3,348.00	7,254.00	87,048.00		
			Step 5		43.94	3,515.20	7,616.27	91,395.20		
Administrative Services	City Clerk - CMC Certified	Mid-Management; Non-Bargaining	Step 1	Vacant (1)	40.18	3,214.40	6,964.53	83,574.40		Reso 4839-2025
			Step 2		42.19	3,375.20	7,312.93	87,755.20		7.1.25 MidM 6% COLA
			Step 3		44.30	3,544.00	7,678.67	92,144.00		
			Step 4		46.52	3,721.60	8,063.47	96,761.60		
			Step 5		48.85	3,908.00	8,467.33	101,608.00		

Effective 6.8.2025	2025.05.08 All Inclsx MasterGmsSched SysTechBrdBndTransit&Hstms&PHseDirAg									
Department	Position	Class	Step	Status	Hourly	Biweekly	Monthly	Annually		
Administration	City Clerk Technician	Confidential; Non-Bargaining	Step 1	Vacant (1)	27.15	2,172.00	4,708.00	36,472.00	NEW CLASSIFICATION	
			Step 2		28.51	2,280.80	4,941.73	39,300.80	7.13.25 CNBarg 6% COLA	
			Step 3		29.94	2,395.20	5,189.60	62,275.20		
			Step 4		31.44	2,515.20	5,449.60	65,395.20		
			Step 5		33.01	2,640.80	5,721.73	68,660.80		
Administrative Services	Human Resources Manager	Mid-Management; Non-Bargaining	Step 1	Filled (1)	40.18	3,214.40	6,984.63	63,574.40	Reso 4939-2025	
			Step 2		42.19	3,375.20	7,312.93	87,755.20	7.1.25 MidM 6% COLA	
			Step 3		44.30	3,544.00	7,678.67	92,144.00		
			Step 4		46.52	3,721.60	8,063.87	96,761.60		
			Step 5		48.85	3,908.00	8,467.33	101,608.00		
Administrative Services	Public Experience Liaison - Part-Time	Non-Bargaining; 1,000 Max Annual Hours; AI-W/II	Step 1	Filled (1) 7/18/25 to 8/11/25	22.00				NEW CLASSIFICATION	
Administrative Services	Public Experience Liaison	FBEO	Step 1	Vacant (1) 8.11.25	25.85	2,068.27	4,481.28	53,775.07	7.13.25 CNBarg 6% COLA	
			Step 2		27.15	2,172.00	4,708.00	56,472.00	Comp Sched approved at 10.27.25	
			Step 3		28.51	2,280.80	4,941.73	59,300.80	City Council meeting did not have COLA	
			Step 4		29.94	2,395.20	5,189.60	62,275.20	reflected	
			Step 5		31.44	2,515.20	5,449.60	65,395.20		
Administrative Services	Public Information Coordinator	Confidential; Non-Bargaining	Step 1	Vacant (1)	30.52	2,441.60	5,290.13	63,481.60	7.13.25 CNBarg 6% COLA	
			Step 2		32.05	2,564.00	5,555.33	66,664.00		
			Step 3		33.65	2,692.00	5,832.67	69,992.00		
			Step 4		35.33	2,826.40	6,123.87	73,486.40		
			Step 5		37.10	2,968.00	6,430.67	77,168.00		
Broadband	Director of Broadband and Digital Infrastructure	Executive; AI-W/II; Contract	Step 1	Vacant	54.36	4,348.80	9,422.40	113,068.80	NEW CLASSIFICATION	
			Step 2	Filled 8/22/25	57.08	4,566.40	9,893.87	118,726.40	Exec 7.1.25 6% COLA	
			Step 3		59.93	4,794.40	10,387.87	124,654.40		
			Step 4		62.93	5,034.40	10,907.87	130,894.40		
			Step 5		66.08	5,286.40	11,453.87	137,446.40		
Broadband	Broadband Manager	Mid-Manager; Non-Bargaining	Step 1	Filled (1)	43.47	3,477.60	7,534.80	90,417.60	Reso 4939-2025	
			Step 2		45.64	3,651.20	7,910.93	94,931.20	7.1.25 MidM 6% COLA	
			Step 3		47.92	3,833.60	8,305.13	99,673.60		
			Step 4		50.32	4,025.60	8,722.13	104,665.60		
			Step 5		52.84	4,227.20	9,158.93	109,907.20		
Broadband	Senior Network Administrator	FBEO	Step 1	Filled (1)	41.98	3,356.80	7,273.07	87,276.80	7.13.25 Bbnd 3% COLA	
			Step 2		44.06	3,524.80	7,637.07	91,644.80	Excluded from FBEO COLA	
			Step 3		46.26	3,700.80	8,018.40	96,220.80	Based on Reso 4954-2025	
			Step 4		48.57	3,885.60	8,418.80	101,025.60	COLA approved 04/16/25 transition to FBEO	
			Step 5		51.00	4,080.00	8,840.00	106,080.00		

Effective 6.8.2026	2025.06.08 All Inlevy MasterGmsSched SysTechBrdBndTransit&Intem&PHseDirAg											
Department	Position	Class	Step	Status	Hourly	Biweekly	Monthly	Annually				
Broadband	Network Operator	FBEO	Step 1	Filled (1)	26.96	2,156.41	4,672.22	56,066.61	7.13.25 Bnd 3% COLA			
			Step 2		28.30	2,264.00	4,905.33	58,864.00	Excluded from FBEO COLA			
			Step 3		29.72	2,377.60	5,151.47	61,817.60	Based on Reso 4954-2025			
			Step 4		31.21	2,496.80	5,409.73	64,916.80	COLA approved b4 MCN transition to FBEO			
			Step 5		32.77	2,621.60	5,680.13	68,161.60				
Broadband	System Technician	FBEO	Step 1	Filled (3)	24.45	1,956.00	4,238.00	50,856.00	7.13.25 Bnd 3% COLA			
			Step 2		25.67	2,053.60	4,449.47	53,393.60	Excluded from FBEO COLA			
			Step 3		26.95	2,093.28	4,671.33	56,056.00	Based on Reso 4954-2025			
			Step 4		28.30	2,264.00	4,905.33	58,864.00	COLA approved b4 MCN transition to FBEO			
			Step 5		29.72	2,377.60	5,151.47	61,817.60				
Broadband	Systems Technician - Transitional	Transitional, Non-Represented, At-Will, Limited-Term, Grant-Funded	Step 1	Open (3)	24.45	1,956.00	4,238.00	50,856.00	6.8.2026 New Classification			
			Step 2		25.67	2,053.60	4,449.47	53,393.60	To match Systems Technician (Broadband)			
			Step 3		26.95	2,093.28	4,671.33	56,056.00	Funded through Broadband grant(s)			
			Step 4		28.30	2,264.00	4,905.33	58,864.00	Will not be filled until on/after July 1, 2026			
			Step 5		29.72	2,377.60	5,151.47	61,817.60				
Broadband	System Technician (Part-Time)	Non-Represented, 1,000 Max Annual Hours, At-Will	Step 1	Filled (1)	24.53	1,962.40	4,251.87	51,022.40	7.13.25 Bnd 3% COLA			
Broadband	Broadband Finance Technician I	FBEO	Step 1	Filled (1)	23.77	1,901.60	4,120.13	49,441.60	7.13.25 Bnd 3% COLA			
			Step 2		24.96	1,996.80	4,326.40	51,916.80	Excluded from FBEO COLA			
			Step 3		26.21	2,093.28	4,543.07	54,516.80	Based on Reso 4954-2025			
			Step 4		27.52	2,201.60	4,770.13	57,241.60	COLA approved b4 MCN transition to FBEO			
			Step 5		28.90	2,312.00	5,009.33	60,112.00				
C.V. Starr	C.V. Starr Manager	Mid-Management, Non-Bargaining	Step 1	Filled (1)	40.18	3,214.40	6,964.53	83,574.40	Reso 4939-2025			
			Step 2		42.19	3,375.20	7,312.93	87,755.20	7.13.25 MidM 6% COLA			
			Step 3		44.30	3,544.00	7,678.67	92,144.00				
			Step 4		46.52	3,721.60	8,063.47	96,761.60				
			Step 5		48.85	3,908.00	8,467.33	101,608.00				
C.V. Starr	Administrative Assistant	C.V. Starr, Non-Bargaining	Step 1	Vacant (1)	18.74	1,499.20	3,248.57	38,979.20	7.13.25 CV 3% COLA			
			Step 2		19.68	1,574.40	3,411.20	40,934.40				
			Step 3		20.66	1,652.80	3,581.07	42,972.80				
			Step 4		21.69	1,735.20	3,759.60	45,115.20				
			Step 5		22.77	1,821.60	3,946.60	47,361.60				
C.V. Starr	Administrative Assistant I - Part-Time	C.V. Starr, 1,000 max annual hours, Non-Bargaining, At-Will	Step 1	Filled (2)	18.00				NO COLA			
C.V. Starr	Administrative Assistant II - Part-Time	C.V. Starr, 1,000 max annual hours, Non-Bargaining, At-Will	Step 1		20.00				NO COLA			
C.V. Starr	Administrative Assistant III - Part-Time	C.V. Starr, 1,000 max annual hours, Non-Bargaining, At-Will	Step 1		22.00				NO COLA			

Effective 6.8.2025	2025.05.08 All Inclsx MasterGmsSched SysTechBrdHndTransit&InternSPHseDirAg											
Department	Position	Class	Step	Status	Hourly	Biweekly	Monthly	Annually				
C.V. Starr	Administrative Coordinator	C.V. Starr; Non-Bargaining	Step 1	Filled (1)	22.18	1,774.40	3,844.53	46,134.40	7.13.25 CV 3% COLA			
			Step 2		23.29	1,893.20	4,038.93	48,443.20				
			Step 3		24.45	1,956.00	4,238.00	50,856.00				
			Step 4		25.67	2,053.80	4,449.47	53,393.60				
			Step 5		26.95	2,156.00	4,671.33	56,056.00				
C.V. Starr	Custodian I - CV Starr	C.V. Starr; 1,000 max annual hours; Non-Bargaining; AI-Will	Step 1	Filled (1)	20.00				NO COLA			
C.V. Starr	Custodian II - CV Starr	C.V. Starr; 1,000 max annual hours; Non-Bargaining; AI-Will	Step 1		22.00				NO COLA			
C.V. Starr	Custodian II - CV Starr	C.V. Starr; 1,000 max annual hours; Non-Bargaining; AI-Will	Step 1		24.00				NO COLA			
C.V. Starr	Fitness Equipment Technician	C.V. Starr; 1,000 max annual hours; Non-Bargaining; AI-Will	Step 1	Filled (1)	25.00				NO COLA			
C.V. Starr	Fitness Instructor I - CV Starr	C.V. Starr; 1,000 max annual hours; Non-Bargaining; AI-Will	Step 1	Filled (5) all inclusive	30.00				NO COLA			
C.V. Starr	Fitness Instructor II - CV Starr	C.V. Starr; 1,000 max annual hours; Non-Bargaining; AI-Will	Step 1		32.00				NO COLA			
C.V. Starr	Head Lifeguard	C.V. Starr; Non-Bargaining	Step 1	Filled (1)	21.01	1,650.80	3,641.73	43,700.80	7.13.25 CV 3% COLA			
			Step 2		22.00	1,764.80	3,823.73	45,894.80				
			Step 3		23.16	1,852.80	4,014.40	48,172.80				
			Step 4		24.32	1,945.60	4,215.47	50,585.60				
			Step 5		25.54	2,043.20	4,428.93	53,123.20				
C.V. Starr	Lifeguard - CV Starr	C.V. Starr; Non-Bargaining	Step 1	Vacant (1)	20.45	1,636.00	3,544.67	42,536.00	7.13.25 CV 3% COLA			
			Step 2		21.47	1,717.60	3,721.47	44,657.60				
			Step 3		22.54	1,803.20	3,906.93	46,883.20				
			Step 4		23.67	1,893.60	4,102.80	49,233.60				
			Step 5		24.85	1,988.00	4,307.33	51,688.00				
C.V. Starr	Lifeguard I - Part-Time	C.V. Starr; 1,000 max annual hours; Non-Bargaining; AI-Will	Step 1	Filled (16) all inclusive	19.00				NO COLA			
C.V. Starr	Lifeguard II - Part-Time	C.V. Starr; 1,000 max annual hours; Non-Bargaining; AI-Will	Step 1		21.00				NO COLA			
C.V. Starr	Lifeguard III - Part-Time	C.V. Starr; 1,000 max annual hours; Non-Bargaining; AI-Will	Step 1		23.00				NO COLA			
C.V. Starr	Maintenance Supervisor	C.V. Starr; Non-Bargaining	Step 1	Filled (1)	30.90	2,472.00	5,356.00	64,272.00	7.13.25 CV 3% COLA			
			Step 2		32.45	2,596.00	5,624.67	67,496.00				
			Step 3		34.07	2,725.60	5,905.47	70,865.60				
			Step 4		35.77	2,861.60	6,200.13	74,401.60				
			Step 5		37.56	3,004.80	6,510.40	78,124.80				

Effective 6.8.2025	2025.05.08 All Inctex MasterGmsSched SysTechBrdRdTransit&Intem&PHseDirAg											
Department	Position	Class	Step	Status	Hourly	Biweekly	Monthly	Annually				
C.V. Starr	Maintenance Worker I - CV Starr	C.V. Starr; Non-Bargaining	Step 1	Filled (1)	20.01	1,600.80	3,468.40	41,620.80	7.13.25 CV 3% COLA			
			Step 2		21.01	1,690.80	3,641.73	43,700.80				
			Step 3		22.06	1,764.80	3,823.73	45,884.80				
			Step 4		23.16	1,852.80	4,014.40	48,172.80				
			Step 5		24.32	1,945.60	4,215.47	50,565.60				
C.V. Starr	Maintenance Worker II - CV Starr	C.V. Starr; Non-Bargaining	Step 1	Filled (1)	23.28	1,862.40	4,035.20	48,422.40	7.13.25 CV 3% COLA			
			Step 2		24.44	1,955.20	4,236.27	50,835.20				
			Step 3		25.66	2,052.80	4,447.73	53,372.80				
			Step 4		26.94	2,155.20	4,669.60	56,035.20				
			Step 5		28.29	2,263.20	4,903.60	58,843.20				
C.V. Starr	Maintenance Worker III - CV Starr	C.V. Starr; Non-Bargaining	Step 1	Not Authorized	26.60	2,128.00	4,610.67	55,328.00	7.13.25 CV 3% COLA			
			Step 2		27.93	2,234.40	4,841.20	58,094.40				
			Step 3		29.33	2,346.40	5,083.87	61,006.40				
			Step 4		30.80	2,464.00	5,338.67	64,064.00				
			Step 5		32.34	2,587.20	5,605.60	67,267.20				
C.V. Starr	Recreation Coordinator	C.V. Starr; Non-Bargaining	Step 1	Vacant (1)	24.99	1,999.20	4,331.60	51,979.20	7.13.25 CV 3% COLA			
			Step 2		26.24	2,099.20	4,548.27	54,579.20				
			Step 3		27.55	2,204.00	4,775.33	57,304.00				
			Step 4		28.93	2,314.40	5,014.53	60,174.40				
			Step 5		30.38	2,430.40	5,265.87	63,190.40				
C.V. Starr	Recreation Instructor I	C.V. Starr; 1,000 max annual hours; Non-Bargaining; AI-Will	Step 1	Filled (1)	21.00				NO COLA			
C.V. Starr	Recreation Instructor II	C.V. Starr; 1,000 max annual hours; Non-Bargaining; AI-Will	Step 1	Filled (2)	23.00				NO COLA			
C.V. Starr	Recreation Instructor III	C.V. Starr; 1,000 max annual hours; Non-Bargaining; AI-Will	Step 1	Filled (1)	25.00				NO COLA			
C.V. Starr	Recreation Supervisor	C.V. Starr; Non-Bargaining	Step 1	Filled (1)	30.90	2,472.00	5,356.00	64,272.00	7.13.25 CV 3% COLA			
			Step 2		32.45	2,596.00	5,624.67	67,496.00				
			Step 3		34.07	2,725.60	5,905.47	70,865.60				
			Step 4		35.77	2,861.60	6,200.13	74,401.60				
			Step 5		37.56	3,004.80	6,510.40	78,124.80				
C.V. Starr	Senior Administrative Assistant	C.V. Starr; Non-Bargaining	Step 1	Filled (2)	18.93	1,514.40	3,281.20	39,374.40	7.13.25 CV 3% COLA			
			Step 2		19.86	1,599.40	3,445.87	41,350.40				
			Step 3		20.87	1,669.60	3,617.47	43,409.60				
			Step 4		21.91	1,752.80	3,797.73	45,572.80				
			Step 5		23.01	1,840.80	3,988.40	47,860.80				
C.V. Starr	Senior Lifeguard	C.V. Starr; Non-Bargaining	Step 1	Filled (1)	23.26	1,860.80	4,031.73	48,380.80	7.13.25 CV 3% COLA			
			Step 2		24.42	1,953.60	4,232.60	50,793.60				
			Step 3		25.64	2,051.20	4,444.27	53,331.20				
			Step 4		26.92	2,153.60	4,666.13	55,993.60				
			Step 5		28.27	2,261.60	4,900.13	58,801.60				

Effective 6.8.2025	2025.05.08 All Inctw MasterGmsSched SysTechBrdBndTransit&Intern&PHseDirAg										
Department	Position	Class	Step	Status	Hourly	Biweekly	Monthly	Annually			
Economic Development	Economic Development Manager	Mid-Management, Non-Bargaining	Step 1	Filed (1)	40.18	3,375.20	7,312.93	83,574.40	Revo 4939-2025		
			Step 2		42.19	3,544.00	7,678.67	82,144.00			
			Step 3		44.30	3,721.00	8,063.47	96,701.60			
			Step 4		46.52	3,908.00	8,467.33	101,608.00			
			Step 5		48.85						
Economic Development	Grants Coordinator	FBEO, Grant-Funded	Step 1	Filed (1)	32.79	2,623.20	5,683.60	68,203.20	7.13.25 FBEO 6% COLA		
			Step 2		34.43	2,754.40	5,967.87	71,614.40			
			Step 3		36.15	2,892.00	6,266.00	75,192.00			
			Step 4		37.96	3,036.80	6,579.73	78,956.80			
			Step 5		39.86	3,188.80	6,909.07	82,908.80			
Economic Development	Housing and Economic Development Coordinator	Confidential, Non-Bargaining	Step 1	Not Authorized	36.68	2,767.87	6,357.87	76,294.40	7.13.25 FBEO 6% COLA		
			Step 2		38.51	3,080.80	6,675.07	80,100.80			
			Step 3		40.44	3,235.20	7,009.60	84,115.20			
			Step 4		42.46	3,396.80	7,359.73	88,316.80			
			Step 5		44.58	3,566.40	7,727.20	92,726.40			
Finance	Director - Finance/City Treasurer	Executive, At-Will	Step 1	Not Authorized	54.36	4,348.80	9,422.40	113,068.80	Exec 7.1.25 6% COLA		
			Step 2		57.08	4,566.40	9,893.87	118,726.40			
			Step 3		59.93	4,794.40	10,387.87	124,654.40			
			Step 4		62.93	5,034.40	10,907.87	130,894.40			
			Step 5		66.08	5,286.40	11,453.87	137,446.40			
Finance	Assistant Finance Director	Mid-Management, Non-Bargaining	Step 1	Filed (1)	43.47	3,281.14	7,109.13	85,309.54	Revo 4939-2025		
			Step 2		45.64	3,651.20	7,910.93	94,931.20	7.1.25 MidM 6% COLA		
			Step 3		47.92	3,833.60	8,336.13	99,673.60			
			Step 4		50.32	4,025.60	8,722.13	104,665.60			
			Step 5		52.84	4,227.20	9,158.93	109,907.20			
Finance	Finance Lead	FBEO	Step 1	Vacant (1)	36.06	2,884.80	6,250.40	75,004.80	7.13.25 6% COLA		
			Step 2		37.86	3,028.80	6,562.40	78,748.80			
			Step 3		39.75	3,180.00	6,890.00	82,680.00			
			Step 4		41.74	3,339.20	7,234.93	86,819.20			
			Step 5		43.83	3,506.40	7,597.20	91,166.40			
Finance	Finance Technician I	FBEO	Step 1	Filed (1)	24.46	1,566.80	4,239.73	50,676.80	7.13.25 6% FBEO COLA		
			Step 2		25.68	2,054.40	4,451.20	53,414.40			
			Step 3		26.96	2,156.80	4,673.07	56,076.80			
			Step 4		28.31	2,264.80	4,907.07	58,884.80			
			Step 5		29.73	2,378.40	5,153.20	61,838.40			
Finance	Finance Technician II	FBEO	Step 1	Not Authorized	26.99	2,159.20	4,678.27	56,139.20	7.13.25 6% FBEO COLA		
			Step 2		28.34	2,267.20	4,912.27	58,947.20			
			Step 3		29.76	2,380.80	5,158.40	61,900.80			
			Step 4		31.25	2,500.00	5,416.67	65,000.00			
			Step 5		32.81	2,624.80	5,687.07	68,244.80			
Finance	Finance Technician III	FBEO	Step 1	Filed (1)	29.74	2,379.20	5,154.93	61,899.20	7.13.25 6% FBEO COLA		
			Step 2		31.23	2,498.40	5,413.20	64,958.40			
			Step 3		32.79	2,623.20	5,683.60	68,203.20			
			Step 4		34.43	2,754.40	5,967.87	71,614.40			
			Step 5		36.15	2,892.00	6,266.00	75,192.00			

Department	Position	Class	Step	Status	Hourly	Biweekly	Monthly	Annually	
Finance	Government Accountant I	FBEO	Step 1	Filed (1)	32.79	2,623.20	5,683.60	68,203.20	7.13.25 6% FBEO COLA
			Step 2		34.43	2,754.40	5,967.87	71,614.40	
			Step 3		36.15	2,892.00	6,296.00	75,192.00	
			Step 4		37.96	3,036.80	6,579.73	78,956.80	
			Step 5		39.86	3,188.80	6,909.07	82,908.80	
Finance	Government Accountant II	FBEO	Step 1	Not Authorized	34.42	2,753.46	5,965.82	71,589.86	FBEO MOU 20225-29 Article 1.2 lists position
			Step 2		36.14	2,891.20	6,264.27	75,171.20	7.13.25 6% FBEO COLA
			Step 3		37.95	3,036.00	6,578.00	78,936.00	
			Step 4		39.85	3,188.00	6,907.33	82,888.00	
			Step 5		41.84	3,347.20	7,252.27	87,027.20	
Finance	Government Accountant III	Confidential; Non-Bargaining	Step 1	Vacant (1)	36.39	2,911.18	6,307.57	75,690.78	NEW CLASSIFICATION
			Step 2		38.21	3,056.80	6,623.07	79,476.80	7.13.25 6% CNBarg COLA
			Step 3		40.12	3,209.60	6,954.13	83,449.60	
			Step 4		42.13	3,370.40	7,302.53	87,630.40	
			Step 5		44.24	3,539.20	7,668.27	92,019.20	
Finance	Senior Government Accountant	Mid-Management; Non-Bargaining	Step 1	Not Authorized	40.18	3,214.40	6,964.53	83,574.40	Reso 4939-2025
			Step 2		42.19	3,375.20	7,312.93	87,755.20	7.1.25 MidM 6% COLA
			Step 3		44.30	3,544.00	7,678.67	92,144.00	
			Step 4		46.52	3,721.60	8,063.47	96,781.60	
			Step 5		48.85	3,906.00	8,467.33	101,608.00	
Information Technology	Director - Information Technology	Mid-Management; Non-Bargaining	Step 1	Filed (1)	54.36	4,348.80	9,422.40	113,068.80	NEW CLASSIFICATION
			Step 2		57.08	4,566.40	9,893.87	118,726.40	7.1.25 Exec COLA 6%
			Step 3		59.93	4,794.40	10,387.87	124,654.40	
			Step 4		62.93	5,034.40	10,907.87	130,894.40	
			Step 5		66.08	5,286.40	11,453.87	137,446.40	
Information Technology	Systems Analyst - Lead	Mid-Management; Non-Bargaining	Step 1	Vacant (1)	40.18	3,214.40	6,964.53	83,574.40	Reso 4939-2025
			Step 2		42.19	3,375.20	7,312.93	87,755.20	7.1.25 MidM 6% COLA
			Step 3		44.30	3,544.00	7,678.67	92,144.00	
			Step 4		46.52	3,721.60	8,063.47	96,781.60	
			Step 5		48.85	3,906.00	8,467.33	101,608.00	
Information Technology	Systems Analyst	Confidential/Non-Bargaining	Step 1	Filed (1)	32.79	2,623.20	5,683.60	68,203.20	7.13.25 CNBarg 6% COLA
			Step 2		34.43	2,754.40	5,967.87	71,614.40	
			Step 3		36.15	2,892.00	6,266.00	75,192.00	
			Step 4		37.96	3,036.80	6,579.73	78,956.80	
			Step 5		39.86	3,188.80	6,909.07	82,908.80	
Information Technology	Systems Technician	FBEO	Step 1	Not Authorized	25.16	2,012.80	4,361.07	52,332.80	7.13.25 FBEO 6% COLA
			Step 2		26.42	2,113.60	4,579.47	54,953.60	
			Step 3		27.74	2,219.20	4,808.27	57,699.20	
			Step 4		29.13	2,330.40	5,049.20	60,590.40	
			Step 5		30.59	2,447.20	5,302.27	63,627.20	

Effective 6.8.2025	2025.05.08 All Index MasterGmsSched SysTechBrdRtdTransit&Intern&PhoDirAg								
Department	Position	Class	Step	Status	Hourly	Biweekly	Monthly	Annually	
Information Technology	Audiovisual Technician - Part-Time	Non-Bargaining; 1,000 Max Annual Hours; At-Will	Step 1	Filed (2)	27.54				NO COLA
Planning and Housing	Director - Planning and Housing	Executive; At-Will	Step 1	Vacant (1)	69.82	4,965.60	10,542.13	126,505.60	6.8.25 Market Adjustment 11.86440979
			Step 2		63.86	5,108.80	11,069.07	132,828.80	
			Step 3		67.05	5,364.00	11,622.00	139,464.00	
			Step 4		70.40	5,632.00	12,202.67	146,432.00	
			Step 5		73.92	5,913.60	12,812.80	153,753.60	77.616 161441.28
Planning and Housing	Administrative Assistant - Planning <i>Working title: Administrative Assistant - Non-Confidential</i>	FBEO	Step 1	Filed (1)	27.15	2,172.00	4,706.00	56,472.00	7.13.25 FBEO 6% COLA
			Step 2		28.51	2,280.80	4,941.73	59,300.80	
			Step 3		29.94	2,395.20	5,189.60	62,275.20	
			Step 4		31.44	2,515.20	5,449.60	65,395.20	
			Step 5		33.01	2,640.80	5,721.73	68,660.80	
Planning and Housing	Senior Planner	Mid-Management; Non-Bargaining	Step 1	Vacant (1)	40.18	3,214.40	6,964.53	83,574.40	Reso 4939-2025
			Step 2		42.19	3,375.20	7,312.93	87,755.20	7.1.25 MidM 6% COLA
			Step 3		44.30	3,544.00	7,676.67	92,144.00	
			Step 4		46.52	3,721.60	8,063.47	96,761.60	
			Step 5		48.85	3,908.00	8,467.33	101,608.00	
Planning and Housing	Assistant Planner	FBEO	Step 1	Filed (1)	34.93	2,794.40	6,054.53	72,654.40	7.13.25 FBEO 6% COLA
			Step 2		36.68	2,934.40	6,357.87	76,294.40	
			Step 3		38.51	3,080.80	6,675.07	80,100.80	
			Step 4		40.44	3,235.20	7,009.60	84,115.20	
			Step 5		42.46	3,396.80	7,359.73	88,316.80	
Planning and Housing	Assistant Planner/Code Enforcement, Part-Time	Non-Bargaining; 1,000 Max Annual Hours; At-Will	Step 1	Not Authorized	36.32				NO COLA
Planning and Housing	Associate Planner	FBEO	Step 1	Filed (1)	36.17	2,893.60	6,269.47	75,233.60	7.13.25 FBEO 6% COLA
			Step 2		37.98	3,036.40	6,583.20	78,998.40	not reflect the COLA
			Step 3		39.88	3,190.40	6,912.53	82,950.40	
			Step 4		41.87	3,349.60	7,257.47	87,089.60	
			Step 5		43.96	3,516.80	7,619.73	91,436.80	
Planning and Housing	Code Enforcement Officer	FBEO	Step 1	Filed (1)	34.93	2,794.40	6,054.53	72,654.40	7.13.25 FBEO 6% COLA
			Step 2	Vacant 8.23.25	36.68	2,934.40	6,357.87	76,294.40	
			Step 3		38.51	3,080.80	6,675.07	80,100.80	
			Step 4		40.44	3,235.20	7,009.60	84,115.20	
			Step 5		42.46	3,396.80	7,359.73	88,316.80	
Planning and Housing	Planning Technician	FBEO	Step 1	Not Authorized	30.94	2,475.20	5,362.93	64,355.20	7.13.25 FBEO 6% COLA
			Step 2		32.49	2,599.20	5,631.60	67,576.20	Special Adjustment
			Step 3		34.11	2,728.80	5,912.40	70,948.80	
			Step 4		35.82	2,865.60	6,208.80	74,505.60	
			Step 5		37.61	3,008.80	6,519.07	78,228.80	
Planning and Housing	Permit Technician -PT	Non-Bargaining; 1,000 Max Annual Hours; At-Will	Step 1	Filed (1) Filed 7.7.2025	32.49				Equity Adjustment

Department	Position	Class	Step	Status	Hourly	Biweekly	Monthly	Annually
Police	Grants Analyst	Part-Time, Less than 20 Hours Week; Grant-Funded; At-Will	Step 1	Filled (2)		28.00		NO COLA
Police	Police Sergeant - Intermediate POST	FBPA	Step 1	Filled (1)	49.57	3,965.60	8,592.13	103,105.60 7.13.25 FBPA 3% COLA
			Step 2		52.05	4,164.00	9,022.00	108,284.00
			Step 3		54.65	4,372.00	9,472.67	113,672.00
			Step 4		57.38	4,590.40	9,945.87	119,350.40
			Step 5		60.25	4,820.00	10,443.33	125,320.00
Police	Police Sergeant - Intermediate POST - Acting	FBPA	Step 1	Not Authorized	49.57	3,965.60	8,592.13	103,105.60 7.13.25 FBPA 3% COLA
			Step 2		52.05	4,164.00	9,022.00	108,284.00
			Step 3		54.65	4,372.00	9,472.67	113,672.00
			Step 4		57.38	4,590.40	9,945.87	119,350.40
			Step 5		60.25	4,820.00	10,443.33	125,320.00
Police	Police Sergeant Advance POST	FBPA	Step 1	Filled (1)	52.42	4,193.60	9,688.13	109,033.60 7.13.25 FBPA 3% COLA
			Step 2		55.04	4,403.20	9,340.27	114,483.20
			Step 3		57.79	4,623.20	10,016.93	120,203.20
			Step 4		60.68	4,854.40	10,517.87	126,214.40
			Step 5		63.71	5,096.80	11,043.07	132,516.80
Police	Police Officer Basic POST	FBPA	Step 1	Filled (7)	38.73	3,098.40	6,713.20	80,558.40 7.13.25 FBPA 6% COLA
			Step 2		40.67	3,253.60	7,049.87	84,593.60
			Step 3		42.70	3,416.00	7,401.33	88,816.00
			Step 4		44.84	3,587.20	7,772.27	93,267.20
			Step 5		47.08	3,768.40	8,160.53	97,928.40
Police	Police Officer Intermediate POST	FBPA	Step 1	Vacant	40.66	3,252.80	7,047.73	84,572.80 7.13.25 FBPA 3% COLA
			Step 2		42.60	3,415.20	7,399.60	88,795.20
			Step 3		44.82	3,585.60	7,768.80	93,225.60
			Step 4		47.06	3,764.80	8,157.07	97,894.80
			Step 5		49.41	3,952.80	8,564.40	102,772.80
Police	Police Officer Advanced POST	FBPA	Step 1	Vacant	42.60	3,412.80	7,384.40	88,732.80 7.13.25 FBPA 3% COLA
			Step 2		44.79	3,583.20	7,763.60	93,163.20
			Step 3		47.03	3,762.40	8,151.87	97,822.40
			Step 4		49.38	3,950.40	8,559.20	102,710.40
			Step 5		51.85	4,148.00	8,987.33	107,848.00
Police	Police Recruit	FBPA; 1,040 Hours	Step 1	Filled (1)		34.89		7.13.25 FBPA 3% COLA
Police	Police Transport Officer	Part-Time/On-Call; 1,000 Max Annual Hours; Non-Bargaining	Step 1	Vacant (1)		28.56		NO COLA
Police	Seasonal Parking Attendant	Non-Bargaining; 1,000 Max Annual Hours; At-Will	Step 1	Not Authorized		18.00		NO COLA

Effective 6.8.2025	2025.05.08 All Inctw MasterGmsSched SysTechBrdIntrTransit&Intern&PHseDirAg			Step	Status	Hourly	Biweekly	Monthly	Annually	
Police	Social Services Liaison-Crisis Worker	Non-Bargaining, Grant-Funded	Step 1	Vacant (1)	34.55	2,764.00	5,988.67	71,864.00	7.13.25 CNBarg 6% COLA	
			Step 2		36.29	2,902.40	6,288.63	75,462.40		
			Step 3		38.09	3,047.20	6,602.27	79,227.20		
			Step 4		39.99	3,199.20	6,931.60	83,179.20		
			Step 5		41.99	3,359.20	7,278.27	87,339.20		
Police	Special Investigator Basic POST	FBPA	Step 1	Vacant (1)	40.66	3,252.80	7,047.73	84,572.80	7.13.25 FBPA 3% COLA	
			Step 2		42.69	3,415.20	7,399.60	88,795.20		
			Step 3		44.82	3,585.60	7,768.80	93,225.60		
			Step 4		47.06	3,764.80	8,157.07	97,894.80		
			Step 5		49.41	3,952.80	8,564.40	102,772.80		
Police	Special Investigator Intermediate POST	FBPA	Step 1	Vacant (1)	42.69	3,415.20	7,399.60	88,795.20	7.13.25 FBPA 3% COLA	
			Step 2		44.82	3,585.60	7,768.80	93,225.60		
			Step 3		47.06	3,764.80	8,157.07	97,894.80		
			Step 4		49.41	3,952.80	8,564.40	102,772.80		
			Step 5		51.88	4,150.40	8,992.53	107,910.40		
Police	Special Investigator Advanced POST	FBPA	Step 1	Filed (1)	44.81	3,584.80	7,767.07	93,204.80	7.13.25 FBPA 3% COLA	
			Step 2		47.05	3,764.00	8,155.33	97,894.00		
			Step 3		49.40	3,952.00	8,562.67	102,752.00		
			Step 4		51.87	4,149.60	8,990.80	107,889.60		
			Step 5		54.46	4,356.80	9,439.73	113,276.80		
Parks & Recreation	Director of Parks & Recreation	Executive, At-Will	Step 1	Vacant (1)	54.36	4,348.80	9,422.40	113,068.80	Exec 7.1.25 6% COLA	
			Step 2		57.08	4,566.40	9,893.87	118,726.40		
			Step 3		59.93	4,794.40	10,387.87	124,654.40		
			Step 4		62.93	5,034.40	10,907.87	130,894.40		
			Step 5		66.08	5,286.40	11,453.87	137,446.40		
Public Works	Director of Public Works	Executive, At-Will	Step 1	Filed (1)	54.36	4,348.80	9,422.40	113,068.80	Exec COLA Reso 4953-2025	
			Step 2		57.08	4,566.40	9,893.87	118,726.40	COLA was eff. 3/15/2025	
			Step 3		59.93	4,794.40	10,387.87	124,654.40		
			Step 4		62.93	5,034.40	10,907.87	130,894.40		
			Step 5		66.08	5,286.40	11,453.87	137,446.40		
Public Works	Assistant Director - Engineering Division	Mid-Management, Non-Bargaining	Step 1	Filed (1)	44.30	3,544.00	7,678.67	92,144.00	Reso 4939-2025	
			Step 2		46.52	3,721.00	8,063.67	96,761.00	7.1.25 MidM 6% COLA	
			Step 3		48.85	3,908.00	8,467.33	101,608.00		
			Step 4		51.29	4,103.20	8,890.27	106,683.20		
			Step 5		53.85	4,308.00	9,334.00	112,008.00		
Public Works	Administrative Assistant - Non-Confidential	FBEO	Step 1	Filed (1)	27.15	2,172.00	4,706.00	56,472.00	7.13.25 FBEO 6% COLA	
	Working title: Administrative Assistant -Public Works		Step 2		28.51	2,280.80	4,941.73	59,300.80		
			Step 3		29.94	2,395.20	5,189.60	62,275.20		
			Step 4		31.44	2,515.20	5,449.60	65,395.20		
			Step 5		33.01	2,640.80	5,721.73	68,660.80		

Effective 6.8.2025	2025.05.08 All Inletw MasterGmsSched SysTechBrdBndTranso&Intem&PHoDrAcg										
Department	Position	Class	Step	Status	Hourly	Biweekly	Monthly	Annually			
Public Works	Assistant City Engineer	FBEO	Step 1	Filed (1)	36.65	2,932.00	6,352.67	76,232.00	7.13.25	FBEO 6% COLA	
			Step 2		38.48	3,078.40	6,669.67	80,038.40			
			Step 3		40.40	3,232.00	7,002.67	84,032.00			
			Step 4		42.42	3,393.60	7,352.80	88,233.60			
			Step 5		44.54	3,563.20	7,720.27	92,643.20			
Public Works	Construction Project Manager	Mgt.Management, Non-Bargaining	Step 1	Not Authorized	46.75	3,740.00	8,103.33	97,240.00	Reso 4939-2025		
			Step 2		49.09	3,927.20	8,508.63	102,107.20	7.1.25	MidM 6% COLA	
			Step 3		51.54	4,123.20	8,933.60	107,203.20			
			Step 4		54.12	4,329.60	9,380.60	112,569.60			
			Step 5		56.83	4,546.40	9,850.53	118,206.40			
Public Works	Construction Project Manager	Temporary, 1,000 Max Annual Hours; At-Will	Step 1	Not Authorized	44.10					NO COLA	
			Step 2		46.31						
			Step 3		48.63						
			Step 4		51.06						
			Step 5		53.61						
Public Works	Engineering Technician I	FBEO	Step 1	Filed (1)	33.25	2,660.00	5,763.33	69,160.00	7.13.25	FBEO 6% COLA	
			Step 2		34.91	2,782.80	6,051.07	72,612.80	Corrected title from Engineering		
			Step 3		36.66	2,932.80	6,364.40	76,252.80	Technician eff. 3/24/25		
			Step 4		38.49	3,079.20	6,671.60	80,059.20			
			Step 5		40.41	3,232.80	7,004.40	84,052.80			
Public Works	Engineering Technician II	FBEO	Step 1	Vacant (1)	36.65	2,932.00	6,352.67	76,232.00	7.13.25	FBEO 6% COLA	
			Step 2		38.48	3,078.40	6,669.67	80,038.40			
			Step 3		40.40	3,232.00	7,002.67	84,032.00			
			Step 4		42.42	3,393.60	7,352.80	88,233.60			
			Step 5		44.54	3,563.20	7,720.27	92,643.20			
Public Works	Senior Engineering Technician	FBEO	Step 1	Vacant (1)	40.18	3,214.40	6,964.53	83,574.40	7.13.25	FBEO 6% COLA	
			Step 2		42.19	3,375.20	7,312.93	87,755.20			
			Step 3		44.30	3,544.00	7,678.67	92,144.00			
			Step 4		46.52	3,721.00	8,063.47	96,761.00			
			Step 5		48.85	3,908.00	8,467.33	101,608.00			
Public Works	Environmental Compliance Coordinator	FBEO	Step 1	Filed (1)	38.46	3,076.80	6,666.40	79,996.80	7.13.25	FBEO 6% COLA	
			Step 2		40.38	3,230.40	6,999.20	83,990.40			
			Step 3		42.40	3,392.00	7,349.33	88,192.00			
			Step 4		44.52	3,561.60	7,716.80	92,601.60			
			Step 5		46.75	3,740.00	8,103.33	97,240.00			
Public Works	Laborer-Public Works	Part-Time, Less Than 20 Hours Week, Non-Bargaining	Step 1	Vacant (1)	21.42					NO COLA	
Public Works	Laborer-Water/Wastewater	Part-Time, Less than 20 Hours Week, Non-Bargaining	Step 1	Filed (1)	21.42					NO COLA	

Effective 6.8.2025	2025.05.08 All Inclsx MasterGmsSched SysTechBrdBndTransit&Intem&PHseDrAg										
Department	Position	Class	Step	Status	Hourly	Biweekly	Monthly	Annually			
Public Works	Maintenance Worker I	FBEO	Step 1	Filed (1)	22.94	1,835.20	3,976.27	47,715.20	7.13.25 FBEO 6% COLA		
			Step 2		24.09	1,927.20	4,176.60	50,107.20			
			Step 3		25.29	2,023.20	4,383.60	52,603.20			
			Step 4		26.55	2,124.00	4,602.00	55,234.00			
			Step 5		27.88	2,230.40	4,832.53	57,990.40			
Public Works	Maintenance Worker II	FBEO	Step 1	Filed (1)	26.07	2,085.60	4,518.80	54,225.60	7.13.25 FBEO 6% COLA		
			Step 2		27.37	2,189.60	4,744.13	56,929.60			
			Step 3		28.74	2,299.20	4,981.60	59,779.20			
			Step 4		30.18	2,414.40	5,231.20	62,774.40			
			Step 5		31.69	2,535.20	5,492.93	65,915.20			
Public Works	Maintenance Worker III	FBEO	Step 1	Not Authorized	27.38	2,190.40	4,745.67	56,950.40	7.13.25 FBEO 6% COLA		
			Step 2		28.75	2,300.00	4,983.33	59,800.00			
			Step 3		30.19	2,415.20	5,232.93	62,795.20			
			Step 4		31.70	2,536.00	5,494.67	65,936.00			
			Step 5		33.29	2,663.20	5,770.27	69,243.20			
Public Works	Maintenance Worker IV	FBEO	Step 1	Filed (1)	34.59	2,767.20	5,995.60	71,947.20	7.13.25 FBEO 6% COLA		
			Step 2		36.32	2,905.60	6,295.47	75,545.60	Formulas corrected		
			Step 3		38.14	3,051.20	6,610.93	79,331.20			
			Step 4		40.05	3,204.00	6,942.00	83,304.00			
			Step 5		42.05	3,364.00	7,288.67	87,464.00			
Public Works	Maintenance Division Supervisor	FBEO	Step 1	Filed (1)	38.38	3,070.40	6,652.53	79,830.40	7.13.25 FBEO 6% COLA		
			Step 2		40.30	3,224.00	6,985.33	83,824.00			
			Step 3		42.32	3,385.60	7,335.47	88,025.60			
			Step 4		44.44	3,555.20	7,702.93	92,435.20			
			Step 5		46.66	3,732.80	8,087.73	97,052.80			
Public Works	Mechanic	FBEO	Step 1	Filed (1)	29.45	2,356.00	5,104.67	61,256.00	7.13.25 FBEO 6% COLA		
			Step 2		30.92	2,473.60	5,359.47	64,313.60			
			Step 3		32.47	2,597.60	5,628.13	67,537.60			
			Step 4		34.09	2,727.20	5,908.93	70,907.20			
			Step 5		35.79	2,863.20	6,203.60	74,443.20			
Public Works	Operations Manager	Mid-Management, Non-Bargaining	Step 1	Filed (1)	44.30	3,544.00	7,678.67	92,144.00	Reso 4839-2025		
			Step 2		46.52	3,721.60	8,063.47	96,761.60	7.1.25 MidM 6% COLA		
			Step 3		48.85	3,908.00	8,467.53	101,608.00			
			Step 4		51.29	4,103.20	8,890.27	106,683.20			
			Step 5		53.85	4,308.00	9,334.00	112,008.00			
Public Works	Treatment Division Supervisor	FBEO	Step 1	Filed (1)	38.38	3,070.40	6,652.53	79,830.40	7.13.25 FBEO 6% COLA		
			Step 2		40.30	3,224.00	6,985.33	83,824.00			
			Step 3		42.32	3,385.60	7,335.47	88,025.60			
			Step 4		44.44	3,555.20	7,702.93	92,435.20			
			Step 5		46.66	3,732.80	8,087.73	97,052.80			
Public Works	Seasonal Laborer	Non-Bargaining; 1,000 Max Annual Hours; All-Will	Step 1	Vacant (2)	21.42				Match to PT Laborer PW & Wastewater		

Effective 6.8.2025	2025.05.08 All Inclsx MasterGmsSched SysTechBrdBndTransrol&Intern&PHoDirAg										
Department	Position	Class	Step	Status	Hourly	Biweekly	Monthly	Annually			
Public Works	Treatment Plant Operator-in-Training	FBEO	Step 1	Filed (1)	22.36	1,788.80	3,875.73	46,508.80	7.13.25	FBEO 6% COLA	
			Step 2		23.48	1,878.40	4,069.87	48,838.40			
			Step 3		24.65	1,972.00	4,272.67	51,272.00			
			Step 4		25.88	2,070.40	4,485.87	53,830.40			
			Step 5		27.17	2,173.60	4,709.47	56,513.60			
Public Works	Treatment Plant Operator I	FBEO	Step 1	Filed (1)	27.74	2,219.20	4,808.27	57,699.20	7.13.25	FBEO 6% COLA	
			Step 2		29.13	2,330.40	5,049.20	60,590.40			
			Step 3		30.59	2,447.20	5,302.27	63,627.20			
			Step 4		32.12	2,569.60	5,567.47	66,809.60			
			Step 5		33.73	2,698.40	5,846.53	70,158.40			
Public Works	Treatment Plant Operator II	FBEO	Step 1	Filed (1)	29.15	2,332.00	5,052.67	60,632.00	7.13.25	FBEO 6% COLA	
			Step 2		30.61	2,448.80	5,305.73	63,668.80			
			Step 3		32.14	2,571.20	5,570.93	66,851.20			
			Step 4		33.75	2,700.00	5,850.00	70,200.00			
			Step 5		35.44	2,835.20	6,142.93	73,715.20			
Public Works	Treatment Plant Operator III	FBEO	Step 1	Filed (1)	32.13	2,570.40	5,569.20	66,830.40	7.13.25	FBEO 6% COLA	
			Step 2		33.74	2,699.20	5,848.27	70,179.20			
			Step 3		35.43	2,834.40	6,141.20	73,694.40			
			Step 4		37.20	2,976.00	6,448.00	77,376.00			
			Step 5		39.06	3,124.80	6,770.40	81,244.80			
Multiple Departments	Intern	Non-Bargaining; 1,000 Max Annual Hours; At-Will	Step 1	TBD	17.00					NO COLA	
Multiple Departments	Office Assistant		Step 1	Not Authorized	20.00						NO COLA
			Step 2		21.00						
			Step 3		22.05						
			Step 4		23.15						
			Step 5		24.31						

Calculations for the 7.1.2025 All Inclusive Comp Schedule

Finance	Government Accountant II	FBE0	Step 1	Not Author	34.02	2,721.60	5,896.80	70,761.60
			Step 2		35.72	2,857.60	6,191.47	74,297.60
			Step 3		37.51	3,000.80	6,501.73	78,020.80
			Step 4		39.39	3,151.20	6,827.60	81,931.20
			Step 5		41.36	3,308.80	7,169.07	86,028.80

Pre 7.13.25 6% COLA

34.02 1.06 **36.06**

34.02 1.06 36.06438

Check formulas on 7.13.25 comp schedule

Was not listed in 3/24/25 comp schedule, but needed it to verify Govt. Acctnt III pay



City of Fort Bragg

416 N Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

Text File

File Number: 26-261

Agenda Date: 6/8/2026

Version: 1

Status: Business

In Control: City Council

File Type: Consent Calendar

Agenda Number: 5D.

Adopt Memorandum of Understanding Granting a Non Exclusive License of South Lincoln Street
Community Garden Property at C.V. Starr Center

**MEMORANDUM OF UNDERSTANDING
FOR USE OF
SOUTH LINCOLN STREET COMMUNITY GARDEN PROPERTY AT C.V. STARR**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into by and between the CITY OF FORT BRAGG, a municipal corporation (“City”) and the Fort Bragg Garden Club, a nonprofit corporation (“FBGC”). City and FBGC are individually referred to herein as “Party” and collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, City has acquired and is the owner of real property commonly known as the C.V. Starr Community Center (the “Property”) which is capable of and intended for community and educational purposes; and

WHEREAS, on September 9, 2019, the City of Fort Bragg adopted Resolution 4198-2019 declaring support for home and community gardening; and

WHEREAS, Garden Friendly Community (GFC) was formed to secure space and resources to develop and sustain home and community gardens in the City of Fort Bragg and to secure and seeks to provide a framework and support for self-organized gardeners to create and manage community gardens.

WHEREAS, Fort Bragg Garden Club (FBGC) was formed in 1955 to promote good gardening practices that result in productive and beautiful gardens in our North Coast community, and to provide educational opportunities for the community to learn about best practices for producing food.

WHEREAS, the Parties desire to cooperate to provide engaging and enriching gardening experiences for the broader community and to work collaboratively to make this vision a reality.

NOW, THEREFORE, for and in consideration of the collaborative agreements herein contained, the parties hereto agree as follows:

1. **TERM AND COMMENCEMENT**

This MOU will commence as of the date in which the latter of the signatories approve and execute this MOU and will continue thereafter for a period of 1 year. Upon expiration of the term, this MOU shall automatically renew for successive 1 year periods unless sooner terminated.

2. **CONSIDERATION**

The City grants to FBGC a non-exclusive license to use the Premises, known as the South Lincoln Street Community Garden, as defined in Section 3 of this MOU, in consideration of FBGC operating and maintaining a community garden with up to thirty individual plots made available for public use. The Parties agree to meet and negotiate should either Party wish to utilize additional area or implement additional programs or activities not authorized in this MOU.

3. **PREMISES COVERED**

The Premises covered by this MOU include approximately 8,100 square feet of the real property commonly known as the South Lincoln Street Community Garden located at the CV Starr Center, 300 South Lincoln, Fort Bragg, CA 95437 (the “Premises”). The Premises are more specifically identified in Exhibit A attached to this MOU. The Premises do not include any real or personal property not located at the CV Starr Community Center and not expressly identified in this MOU

4. **PERMITTED USES OF PREMISES**

FBGC may use the Premises or any portion thereof for garden, educational and community recreational activities related to gardening and to provide up to thirty individual plots for community gardening. Should FBGC wish to use the Premises to any purpose not set forth herein, the Parties agree to meet and negotiate.

5. PARTY OBLIGATIONS

A. FBGC Obligations. During the term of this MOU, FBGC hereby covenants and agrees to the following:

1. The FBGC shall monitor and ensure that the Premises shall remain in good state of condition and repair. FBGC shall notify the City immediately of any damage caused to the Premises by reason of the use of the Premises by FBGC, patrons, guests, and invitees. The City's reservation of rights to access and inspect do not limit FBGC's obligation for maintenance and repair.
2. Appoint a person with whom the City, or any authorized agent of the City, may confer regarding the terms of this MOU.
3. Comply with and enforce all zoning, environmental, and City rules, regulations, and policies applicable to the Premises or FBGC's operations thereon including those set forth in Exhibit B.
4. Pick up trash and debris at the Premises and deposit it into the proper trash bins following each use of the Premises by FBGC. FBGC will encourage users to safely and quietly use the Premises and comply with good neighbor practices.
5. Provide City with emergency contact information.
6. Be solely responsible for and make all necessary arrangements for electricity necessary for construction, operations, or maintenance of the Premises. City shall bear no responsibility for construction, operation, or maintenance of the Premises except as expressly set forth in this MOU.
7. Be solely responsible and pay to City the cost of water incurred by City to supply water to the Premises in excess of \$1,500 in any calendar year during the term of this MOU consistent with Section 5(B)(4) of this MOU.
8. Provide all irrigation lines, timers, fencing, security and a secured tool shed and any other equipment or facilities required for operation and use of the Premises for its intended purpose.
9. Require all persons to whom FBGC sublicenses or otherwise authorizes to use or operate a plot or plots or area within the Premises or who provide services in or to the Premises to enter into a gardener agreement and waiver of liability substantially in the form attached as Exhibit C.
10. Install and maintain a system to prevent entrance to the Premises outside of operating hours and when the Garden is unattended, such as a system of fences and locks, or other reasonable security measures.

B. City Obligations. During the term of this MOU, City hereby covenants and agrees to the following:

1. Appoint an employee with whom FBGC, or authorized agent of FBGC, may confer regarding the terms of this MOU.
2. Provide FBGC with emergency contact information.
3. City shall, at no cost to FBGC, provide up to a maximum of \$1,500 in water to the Premises per calendar year. City may, at no cost to FBGC, install a water meter at the community garden. The value of the water provided shall be determined using the cost incurred by the City for the provision of the water including the applicable water rate applied, infrastructure constructed or installed by City, or any other commercially reasonable cost incurred by City for the provision of water to the Premises. In no event

shall FBGC be entitled to receive compensation or reimbursement for not using \$1,500 of water in a calendar year.

4. City shall not be obligated to pay for water used at the Premises above \$1,500 in a calendar year and expressly disclaims any obligation to provide water above that amount.

6. REPAIRS AND ADDITIONAL IMPROVEMENTS

- A. FBGC shall be responsible for, and shall pay for, any and all repairs or replacements which are occasioned or are made necessary by reason of its use of or operations on the Premises or its officers, volunteers, agents, or invitees. FBGC shall be responsible for maintaining and repairing, as needed, all above ground and at ground infrastructure located within the fenced garden area. The City retains the right, at its sole discretion, to determine whether to perform any necessary below-ground repairs and shall not be obligated to do so. In the event that FBGC fails to repair or replace or commence such repair or replacement of the Premises within 30 days of receiving notice of the need for repair or replacement or as required by this MOU, City may, at its sole discretion, undertake any repair or replacement of the Premises and be reimbursed by FBGC for the reasonable costs of such repairs or maintenance as results from the FBGC's use of the Premises within sixty (60) days of receiving invoice. The Parties agree to meet and negotiate the cost of such repairs, before moving forward with repairs.
- B. City retains the right to make emergency repairs on its own property without prior notice to FBGC and to the extent such repairs are necessitated by FBGC's use of its property pursuant to Section 6(A) of this MOU, FBGC agree to reimburse the cost of such emergency repairs. For purposes of this section emergency repairs mean any repair immediately necessary, in the City's sole and absolute discretion, to protect public health and safety.
- C. FBGC is not authorized to make any alterations, additions, or improvements to the Premises other than as expressly authorized in this MOU or as may be approved by the City Manager writing prior to the start of any such alteration, addition, or improvement.
- D. If the City determines that permits are required for an approved alteration, addition, or improvement, FBGC shall be solely responsible for obtaining all required permits necessary for construction, demolition, or reconstruction and shall submit copies of all approved permits and stamped approved drawings to the City prior to construction or demolition.

7. INDEMNIFICATION AND WAIVER

- A. FBGC, shall defend, indemnify, hold free and harmless the City, and its elected and appointed officials, officers, agents and employees ("City Parties") at FBGC's sole expense, from and against any and all claims, actions, suits or other legal proceedings ("Claims") for personal injury or death or damage to property incurred by City brought against the City Parties arising out of or related to the acts or omissions of FBGC, its directors, officers, agent's, employee's, subcontractors, or invitees ("FBGC Parties") and/or the FBGC Parties activities on or use of the Premises or their performance of this MOU. 333Notwithstanding the foregoing, the FBGC Parties shall not be liable for the defense or indemnification of the City Parties for Claims arising out and in proportion to the gross negligence or willful misconduct attributable to the City Parties.
- B. Waiver of Liability - FBGC releases and waives all claims against the City Parties with respect to or arising out of (a) any death or any injury of any nature whatsoever that may be suffered or sustained by FBGC Parties from any causes whatsoever, except to the extent that such injury or death is caused by the gross negligence or willful misconduct of City; (b) any loss or damage or injury to any property on or about the Premises belonging to FBGC Parties except to the extent such injury or damage is to property not covered by insurance carried (or required to be carried) by FBGC and is caused by gross negligence or willful misconduct of City Parties.

- C. Subject to the prior provisions, City shall not be liable for any damage or damages of any nature whatsoever to FBGC Parties caused by explosion, fire, theft, crime, or negligent behavior, by sprinkler, drainage, plumbing, or irrigation systems, by failure for any cause to supply adequate drainage, by the interruption of any public utility or service, by steam, gas, water, rain, or other substances leaking, issuing, or flowing into any part of the Premises, by natural occurrence, riot, court order, requisition, or order of governmental body or authority, or for any damage or inconvenience which may arise through repair, maintenance, or alteration of any part of the Premises, or by anything done or omitted to be done by FBGC Parties or any other person on the Premises. In addition, City shall not be liable for any losses for which the Premises is required to be insured. This Section will survive any termination of this MOU.
- D. FBGC shall require and incorporate into all garden agreements and contracts FBGC enters into related to its operations on or use of the Premises to include indemnification of the City Parties and waiver of liability in substantially similar form as set forth in this Section 7.

8. ASSIGNMENTS AND ENCUMBRANCES

- A. FBGC may charge such admission, fee, or charge for sub-licensing a plot or use of the Premises, as FBGC may from time to time determine, and all monies so levied and collected shall be and remain the sole property of the FBGC.
- B. FBGC may not assign, mortgage, pledge, encumber or otherwise transfer this MOU or any rights under this MOU, sublet, sublicense, or allow any part of the Premises to be used or occupied by others, except those persons maintaining the Premises under agreement with FBGC.
- C. FBGC will not incur, create, assume or permit the creation of any lien on any portion of the Premises.

9. INSURANCE

FBGC shall carry, maintain, and keep in full force and effect throughout the duration of this MOU, the following insurance coverage with insurers authorized to do business in the State of California:

- A. Commercial general liability insurance, policy or policies with limits of \$1,000,000 per occurrence against any bodily injury, personal injury, or property damage which may occur as a result of wrongful or negligent acts by FBGC, its officers, employees, agents, and independent contractors in relation to FBGC's use of or operations on the Premises or performance of any obligation under this MOU. If such insurance contains a general aggregate limit, it shall apply separately to this MOU or shall be twice the required occurrence limit; General Liability shall be endorsed naming the City of Fort Bragg, its officers, agents, employees and volunteers as additional insured. The insurance provided to the City of Fort Bragg as an additional insured shall be primary to and non-contributory with any insurance or self-insurance program maintained by the City of Fort Bragg.
- B. Automobile Liability Insurance, with combined single limits coverage of \$1,000,000 per accident for bodily injury and property damage. Such insurance shall include coverage for hired and non-owned automobiles. FBGC does not own a vehicle.
- C. Workers' Compensation Insurance, in accordance with the laws of the State of California with limits of no less than \$1,000,000 per accident for bodily injury or disease, will only be required if FBGC hires employees or contractors.
- D. Any deductible or self-insured retention must be declared to the City.

- E. All insurance coverages shall be confirmed by providing City with required endorsements and certificates of insurance. FBGC is required to file the required policy endorsements and certificates with FBGC on or before the commencement of the term of this MOU, and to thereafter maintain current required endorsements on file with City. To the extent that FBGC has any coverage amounts in excess of the minimum amounts listed in this agreement, then FBGC may satisfy the requirements of this Section by a combination of the attendant policies, self-insurance, or umbrellas/excess insurance.

- F. Commercial General Liability and Automobile Liability Policies shall contain or be endorsed to contain the following provisions:
 - 1. The City, its officers, officials, employees, and volunteers are to be covered as an additional insured as respects by endorsement as respects this MOU: liability caused, in whole or in part, by activities performed by or on behalf of the FBGC; products and completed operations of the FBGC; premises owned, occupied or used by the FBGC; or automobiles leased, hired, or borrowed by the FBGC.
 - 2. FBGC's insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, officers, employees, and volunteers.
 - 3. Any insurance or self-insurance maintained by the City, its officers, elected and appointed officials, employees, or volunteers shall be excess of FBGC's insurance and shall not contribute with it.
 - 4. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees, or volunteers.
 - 5. FBGC's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- G. All Coverages.
 - 1. FBGC shall provide prompt written notice to the City after cancellation or non-renewal of any required coverage that is not replaced.

10. DISPUTE RESOLUTION

In the event any dispute arises under the terms of this MOU, the Parties shall meet and confer with the objective of resolving such disputes within five (5) business days of the request of either party. If, within fourteen (14) calendar days of the first "meet and confer," or such longer period as may be agreed upon by the Parties, the dispute cannot be resolved by the Representatives to the Parties' mutual satisfaction, the Parties shall mutually select a mediator, who is a respected professional with expertise in the area of dispute, to facilitate the resolution of the dispute. If the Parties are unable to agree on a mediator, the mediation shall be conducted in accordance with the then current commercial Mediation Rules of the American Arbitration Association. Absent written agreement of the Parties to the contrary, the mediation process shall be completed or terminated within sixty (60) calendar days of the initial request for mediation.

11. NOTICES

All notices, statements, demands, requests, consents, approvals, authorizations, appointments, or designations hereunder by either party to the other will be in writing and will be deemed given and served upon the other party, if delivered personally or three (3) days after depositing in the United States mail, postage prepaid, addressed to:

If to City:
 City Manager
 City of Fort Bragg
 416 N. Franklin St., Fort Bragg, CA 95437

If to FBGC:
 FBGC Community Garden Liaison
 P.O. Box 492
 Fort Bragg, CA 95437

12. TERMINATION

This MOU may be terminated, with or without cause, at any time during the term hereof by any Party to this MOU upon 30 days prior written notice to the non-terminating Party. Within 30 days of the date of termination, FBGC shall, at its sole cost and expense, remove all improvements it has installed on the Premises, including building(s), structures, fixtures and all personal property, and shall otherwise restore the Premises to its original condition on the date of execution of this MOU, reasonable wear and tear and casualty excepted.

The City reserves the right to consider all improvements to real property after construction as its own property and may waive the requirement that the subject property or portion thereof be returned to the same condition as existed prior to construction. Improvements to real property do not include any tool or garden sheds, water tanks purchased by or donated to FBGC or other personal property such as tools and gardening equipment. Notice that the City has invoked this right shall be provided in writing to FBGC as soon as practical after termination of the MOU.

13. SEVERABILITY AND APPLICABLE LAW

Whenever possible, each provision of this MOU will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this MOU will be invalid under the applicable law, such provision will be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision, or the remaining provisions of this MOU. This MOU has been made and entered into in the State of California and the laws of said State will govern the validity and interpretation hereof and the performance hereunder by the parties herein.

14. THIRD PARTY BENEFICIARIES

This MOU is made and entered into for the sole protection and benefit of the Parties, and no other person or entity shall have a right of action hereunder or the right to claim any right or benefit from the terms contained herein, or be deemed a third party beneficiary hereunder.

15. NON-LIABILITY OF OFFICIALS

No officer, member, employee, agent, or representative of the Parties shall be personally liable for any amounts due hereunder, and no judgment or execution thereon entered in any action hereon, shall be personally enforced against any such officer, official, member, employee, agent, or representative.

16. AGREEMENT (MOU)

This MOU sets forth the entire agreement between the parties with respect to the premises listed in Exhibit "A". Both parties must agree to any modifications in the form of a written amendment.

17. WAIVER

The failure of a Party to insist upon strict performance of any of the terms, conditions, or covenants in this MOU will not be deemed a waiver of any right or remedy which the PARTY may have and will not be deemed a waiver of any right or remedy for a subsequent breach or default of the terms, conditions, or covenants herein contained.

18. BINDING EFFECT

This MOU and all the terms, covenants, conditions, and agreements herein contained will be binding upon and inure to the benefit of the parties hereto and their respective successors.

19. SUCCESSORS AND ASSIGNS

This MOU is and shall be binding on the successors and assigns of the respective parties hereto.

20. NO PARTNERSHIP

The Parties are not partners and nothing herein contained shall be construed to create a partnership or joint venture in any sense.

21. NONDISCRIMINATION

Each Party shall comply with all applicable non-discrimination laws and shall not discriminate against any person on account of race, color, religion, age, sex, marital status, mental or physical disability, gender, gender identity, gender expression, sexual orientation, genetic information, ethnicity, ethnic group identification, national origin or nationality, ancestry, or a perception that a person has any of these characteristics or that the person is associated with a person who has, or is perceived to have, any of these characteristics.

22. ENTIRE AGREEMENT (MOU)

This MOU expresses the entire agreement between the parties concerning the subject matter of this MOU, and there are no understandings, agreements, representations, or warranties, express or implied, not set forth or specified in this MOU. This MOU may not be amended except in writing signed by both parties. MOU supersedes all other agreements, verbal or written.

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23. BOARD APPROVAL

This MOU is not a valid or an enforceable obligation against the FBGC or City until approved or ratified by a motion of their respective governing bodies duly passed and adopted.

IN WITNESS WHEREOF, the parties have executed and entered into this MOU as of the latest date of execution written below.

FORT BRAGG GARDEN CLUB

Date of Board Approval:

Becky Ellis
Acting Board President

CITY OF FORT BRAGG

Date of Council Approval:

Isaac Whippy
City Manager

Exhibit "A"
Depiction of Premises

Exhibit A

South Lincoln Street Community Garden
2026
300 South Lincoln Street, Fort Bragg
Up to 30 Garden Beds rented and cared for by North Coast residents

180'

45'

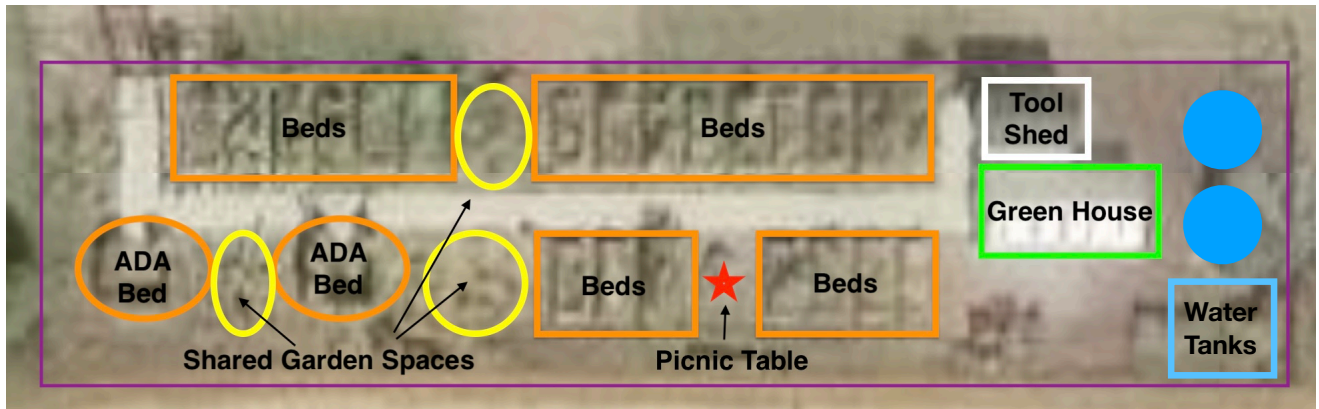


Exhibit "B"
Rules and Regulations

S Lincoln St Community Garden - Member Guidelines

Garden hours: 8AM to Dusk

General Guidelines:

Membership: When you rent a plot, you pay the annual fee, complete a contract and sign the necessary liability waivers. If a family member is going to garden in your plot, they will need to complete the same paperwork, but don't have to pay a fee. The same is true if a friend is going to share your plot, however you must first receive permission from the current members. If you are unable to garden for more than four weeks, please notify the Garden Liaisons. A family member or friend can assume your plot and they may be responsible for the annual fee, depending on the circumstances.

Front Gate & Back Gate: Learn how to unlock and relock both gates. Each gardener is responsible for making sure the **Front gate** is locked when leaving, unless you confirm with another present gardener that they will lock it. Don't assume that another present gardener will lock it, because they may leave through the **Back Gate**, which has its own code. Keep both gate codes handy.

Emails: We keep in contact by **email**; however, **phone calls are used for urgent matters.** The Contact List is on the bulletin board in the tool shed. Texting is used between members, but not the whole group. It is your responsibility to read email announcements and reply to the sender only. All announcements will be sent by email, unless you don't have access to an email system. If this is the case, notify the Garden Liaisons about how you want to receive information. Example solution: Pin a note to the Garden Liaisons on the Corkboard in the Tool Shed and they will pin the reply. Do not send mass emails or mass replies to an email unless it is urgent; for instance, a broken water line or any emergency. You can always send an email to another gardener or a group of specific gardeners when you are working on a project together.

Garden Meetings: Days and times of meetings are posted on the Whiteboard. The meetings are held on the **2nd Saturday of each month at 2PM**. There is no meeting in November or December. You will receive an email for each Monthly Meeting which includes an attached **Agenda**. If you can't attend a meeting, you can respond to the email and request that a specific topic be added to the agenda. We vote on topics when necessary (majority rules) and you can vote by email if you can't attend a meeting. During meetings when an agenda item is voted on, each **plot** gets **one** vote, **and that vote can be you, or another person who gardens in your plot**. You will receive an email about the items discussed - the **Meeting Notes**.

Work Parties: A Work Party usually takes place one hour before each monthly meeting. You can volunteer to help a work party by simply showing up at 1PM. Information about these work parties is included in the Monthly Meeting Agendas. Occasionally, additional work parties are scheduled, as needed.

Events: If you want to schedule a gathering, tour, workshop, or any other event, first add it to the next Monthly Meeting Agenda for a vote. We have seasonal gatherings, usually potlucks, and workshops about gardening, such as seed saving, composting and planting. Tell us what you

would like to learn about. If you have an expertise, let us know if you'd like to hold a class or workshop.

Roles: Our garden is a community association with everyone participating. To spread the workload, there are Roles which you can review on the Contact List in the Tool Shed. Volunteer for a role that works for you or suggest a new role.

Current Status: We have a close alliance with the Fort Bragg Garden Club. They rent a plot and have energized our garden in many ways through their long history of gardening expertise and willingness to share garden knowledge.

Who to Contact: To report a problem about the garden, contact the Garden Liaisons - Victoria Joy and Jo Mills. Examples: Missing or broken tools or locks. If you are having communication or conflict issues with another member, contact Sherry Ackerson, our current Mediator, for advice and support.

Planting Areas and Greenhouse:

Raised Bed Plots: There are 25 raised bed plots, including two Easy Access Plots. You can plant in the front and the back of your plot, unless you are renting an Easy Access Plot. If your plot is on the **north side of the sidewalk**, you can plant behind your plot to the fence-line. If your plot is on the **south side of the sidewalk**, you can plant behind your plot for the **first 4 feet** but leave a walkway between that area and the south fence-line. The paths between your plot and other plots are for walking only. Keep them clear of any plants, tools, and pots. **Please don't remove or add anything to any other plot.** You may plant anything in your plot, but vegetables are preferred. Keep your plot planted all year long, but if you don't want to garden during winter, plant a cover crop. Maintain healthy soil by adding organic compost. If you aren't sure about what to plant or how to plant it, ask a Garden Liaison for advice.

How We Garden: We garden organically. Pesticides are not allowed, and "enhanced" products (soil, compost, etc.) that contain questionable substances are not allowed. Use untreated seeds only (no GMOs). Do not spray anything on weeds - dig them out and put them in the compost pile if they are disease-free. If they are diseased, bag them and put them in your own green bin. No pets are allowed inside the garden.

Common Areas: There is a Garden Map on the corkboard. Common areas are all the areas outside the boundaries of your plot. There are herb gardens, pollinator areas, fruit trees and a native plant section. All these areas are **important additions that need to be maintained and improved.** There is a Food Bank plot behind the picnic table.

Greenhouse: The greenhouse is used for seed starting and warm-weather plants. The door is left open all the time, except for the winter months. You are responsible for watering your own plants, but do not water anyone else's plants. Label your plants with your name or mark them as "free" to share with other members.

Compost Piles: There is a passive compost pile in the southeast corner. Do not put diseased plants in this pile - bag them and put them in your own green bin at home. The Easy Access Plot gardeners have their own piles, if they choose to compost.

Tool Shed:

Key: There is a key to the tool shed in a code box - keep the code handy. There is a 2nd key in the Greenhouse.

Tools: Clean the tools you used with available towels and hang or place them in their original spot after use. If a tool breaks, report it to Garden Liaisons for replacement.

Water, Water Keys & Nozzles: Use them responsibly and always return them to their original locations in the Tool Shed. There are two levers on each facet to turn the water on and off - always use both of them. Each member is responsible for making sure that all water facet levers are turned off if they are the last person leaving the garden. **CONSERVE WATER.** The water tanks are for emergency use only.

Logging Clipboard: Log your time spent working on projects that are not connected to your own plot. Logging is important - please record your hours - at least 12 hours per year, or 1 hour per month. Examples: volunteer to be on a committee - view the Contact List on the corkboard for roles; weeding in common areas; volunteer to help on a work party; chop up plants in the compost pile; tidy up the Tool Shed.

Whiteboard & Corkboard: Use for notification of meetings, announcements, monthly meeting notes, and Contact List. You can pin a note here for another member.

Water Sprites: If for any reason, you are unable to water your plot, email Sherry Ackerson and give her the **date-range** that you can't water and **how often** you want your plot watered. She will add it to the Calendar of the corkboard.

Suggestion Box: Use it to send your comments or concerns to Garden Liaisons. Also. use it for Plot Rental Fees and donations to the garden fund.

Mission statement: It is posted on the wall.

Member Contact List: The current Contact List is posted on the corkboard. Do **not** give this information to anyone who is not a member of the garden.

**Exhibit "C"
Waiver**

DocuSign Envelope ID: B23E58AF-A161-4DBF-9A7F-120E69AE46B3

EXHIBIT C



CITY OF FORT BRAGG

Incorporated August 5, 1889
416 N. Franklin Street
Fort Bragg, California 95437
tel. 707.961.2827
fax. 707.961.2802
www.fortbragg.com

Participant Information	Name of Activity: The South Lincoln Street Community Garden	
First Name:	Last Name:	DOB:
Address:	City and State:	Zip:
Phone:	Email:	
Emergency Contact:	Relation:	Emergency Phone:

Waiver of Liability for Participation in The South Lincoln Street Community Garden ("Activity")

1. I, and/or my child is physically able to participate in the Activity and have not been diagnosed with any illness or medical condition that would impair the ability to participate in the Activity. No physician has recommended against participation.
2. I, fully understand that my participation in the Activity exposes me to the risk of personal injury, death, communicable diseases, illnesses, viruses, or property damage. I hereby acknowledge that I am voluntarily participating in this event/class and agree to assume any such risks
3. I am aware that the Activity poses a risk of injury to me and/or my child, and that occasionally accidents occur during activities of this kind. Knowing these risks, on behalf of myself and/or my child, I freely and voluntarily agree to assume all of the risks associated with participation in the Activity.
4. I acknowledge that the City of Fort Bragg is not responsible for any loss, alteration or other damage to my personal property used as part of my participation in the Activity. The City of Fort Bragg makes no warranty that gardening activities will successfully produce crops.
5. I understand and agree that I will be solely responsible for any loss or damage to my personal property that results from my participation in the Activity.
6. I hereby warrant and agree, that the conditions of my property, both personal and real, are suitable for participation in the Activity and that by participating in the Activity, I assume the risk that such property is not suitable and agree to hold the City of Fort Bragg harmless from any loss or damage arising from injury to person or property arising from the use of such property in the Activity.
7. I hereby release, discharge and agree not to sue the City of Fort Bragg for any injury, death or damage to or loss of personal property arising out of, or in connection with, my participation in the Activity from whatever cause, including the active or passive negligence of the City of Fort Bragg or any other participants in the Activity. The parties to this AGREEMENT understand that this document is not intended to release any party from any act or omission of "gross negligence," as that term is used in applicable case law and/or statutory provision.

8. In consideration for being permitted to participate in the Activity, I hereby agree, for myself, my heirs, administrators, executors and assigns, that I shall indemnify and hold harmless the City of Fort Bragg from any and all claims, demands actions or suits arising out of or in connection with my participation in the Activity.

9. In consideration of being permitted to participate in the Activity, I agree to release and discharge the City of Fort Bragg and its officers, agents and employees (collectively referred to hereafter, as the "Program Sponsors") from any liability, causes of action, claims or damages for personal injury, property damage and wrongful death arising from or attributable to participation in the Activity, whether or not such liability arises from the program sponsors' negligence in organizing, planning and implementing the activity.

10. I understand that by signing this instrument, I (and my legal representatives, heirs, next of kin, assigns or any other successors in interest) am barred from presenting any claim or instituting any civil action or present any claim for personal injury, property damage or wrongful death against the Program Sponsors who, through negligence or omissions, might otherwise be liable to me, or other successors in interest for damages. I expressly agree that the foregoing release, discharge and assumption of risk is intended to be as broad and inclusive as is permitted by California law.

11. In the event of a medical emergency, I authorize medical personnel attending to me to make decisions regarding immediate medical treatment as may be necessary until such time as my emergency contact can be consulted.

12. In the event of a medical emergency, I authorize medical personnel attending to my child to make decisions regarding immediate medical treatment as may be necessary until such time as I or my child's emergency contact/guardian can be consulted.

I, _____ (FULL NAME) I HAVE CAREFULLY READ THIS RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT IT IS A FULL RELEASE OF ALL LIABILITY AND SIGN IT ON MY OWN FREE WILL.

I, _____, DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT I AM THE PARENT OR LEGAL GUARDIAN OF MINOR. I FURTHER DECLARE THAT I SHALL INDEMNIFY AND HOLD HARMLESS THE CITY OF FORT BRAGG FROM AND AGAINST ANY AND ALL CLAIMS RESULTING FROM, INCIDENT TO, OR ARISING OUT OF MINOR'S PARTICIPATION IN THE EVENT/CLASS, ANY AND ALL RISKS ASSUMED BY MINOR AND ME ABOVE, AND/OR THE BREACH OF ANY PROMISES, COVENANTS, AND/OR REPRESENTATIONS MADE BY ME HEREIN AND/OR IN THE ABOVE RELEASE.

Adult Participant or
Parent/Guardian Signature: _____ Date: _____

Exhibit "D" Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/21/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BRUNSWICK COMPANIES 5309 Transportation Blvd. Cleveland, OH 44125	CONTACT NAME Wendy Warnock PHONE (A/C No, Ext): FAX (A/C No): EMAIL ADDRESS: wwarnock@brunswickcompanies.com														
INSURED FORT BRAGG GARDEN CLUB PO BOX 492 FORT BRAGG, CA 95437	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: United States Liability Insurance Company</td> <td>25895</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: United States Liability Insurance Company	25895	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: United States Liability Insurance Company	25895														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		NBP1576652	05/01/2026	05/01/2027	EACH OCCURENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$5,000
							PERSONAL & ADV INJURY
							GENERAL AGGREGATE \$2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS-COMP/OP AGG
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A					<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE <input type="checkbox"/> Y/N						E.L. EACH ACCIDENT \$
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/>						E.L. DISEASE-EA EMPLOYEE \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (See attached Acord 101 for additional liability limits)
 City of Fort Bragg is an additional insured per BP 04 48 01 06BP-145 NPP 06/10 Blanket Additional Insured Endorsement is part of this policy.

CERTIFICATE HOLDER City of Fort Bragg 416 North Franklin St. Fort Bragg, CA 95437	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED PERSON
OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s):

Effective Date: 05/01/2026
CITY OF FORT BRAGG
416 NORTH FRANKLIN ST.
FORT BRAGG, CA 95437

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph C. **Who is An Insured** in **Section II - Liability**:

- 3. Any person(s) or organization(s) shown in the Schedule is also an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations or in connection with your premises owned by or rented to you.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/11/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BRUNSWICK COMPANIES 5309 Transportation Blvd. Cleveland, OH 44125	CONTACT NAME Wendy Warnock		
	PHONE (A/C No, Ext):	FAX (A/C No):	
EMAIL ADDRESS: wwarnock@brunswickcompanies.com			
INSURED FORT BRAGG GARDEN CLUB PO BOX 492 FORT BRAGG, CA 95437	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: United States Liability Insurance Company		25895
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

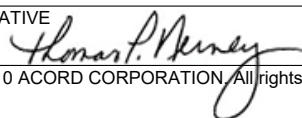
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		NBP1576652	05/01/2026	05/01/2027	EACH OCCURENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$5,000
							PERSONAL & ADV INJURY
							GENERAL AGGREGATE \$2,000,000
							PRODUCTS-COMP/OP AGG
	GEN'L AGGREGATE LIMIT APPLIES PER:						\$
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB OCCUR						EACH OCCURENCE \$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE \$
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A					<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE \$
							E.L. DISEASE-POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (See attached Acord 101 for additional liability limits)

C.V. Starr Community Center is an additional insured per BP 04 48 01 06. C.V. Starr Community Center is an additional insured per BP 173 (07-12).

CERTIFICATE HOLDER C.V. Starr Community Center 300 South Lincoln Street Fort Bragg, CA 95437	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

ACORD 25 (2010/05)

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The ACORD name and logo are registered marks of ACORD

POLICY NUMBER: NBP1576652

**BUSINESSOWNERS
BP 04 48 01 06**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT
CAREFULLY.**

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESS OWNERS COVERAGE FORM

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s):

Effective Date: 05/07/2026 12:01 AM
C.V. STARR COMMUNITY CENTER
300 SOUTH LINCOLN STREET
FORT BRAGG, CA 95437

Information required to complete this Schedule, if not shown above, will be shown in the
Declarations.

The following is added to Paragraph **C. Who is An
Insured in Section II - Liability:**

3. Any person(s) or organization(s) shown in the
Schedule is also an additional insured, but only
with respect to liability for "bodily injury",
"property damage" or "personal and advertising
injury" caused, in whole or in part, by your acts or
omissions or the acts or omissions of those
acting on your behalf in the performance of your
ongoing operations or in connection with your
premises owned by or rented to you.

BP 04 48 01 06

© ISO Properties, Inc., 2004

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

BUSINESS OWNERS COVERAGE FORM

Primary And Non-Contributory - Owners Or Lessors Of Premises

Schedule:

Effective Date:

05/07/2026 12:01 AM

C.V. STARR COMMUNITY CENTER

300 SOUTH LINCOLN STREET

FORT BRAGG, CA 95437

Location of Premises:

300 SOUTH LINCOLN STREET

FORT BRAGG, CA 95437

SECTION III - COMMON POLICY CONDITIONS, Paragraph H. OTHER INSURANCE, is amended with the addition of the following:

The coverage afforded by this policy to any owners or lessor(s) of premises, scheduled above and who are additional insureds under this policy, is primary and non-contributory if:

1. This insurance is required to be primary or non-contributory under a written contract:
and
2. The loss to be covered occurs on or after the effective date of the written contract; and
3. The loss to be covered was caused solely and exclusively by your acts or omissions or the acts or omissions of those acting on your behalf in connection with the use or control of that part of the premises leased to you under written contract referred to above.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.



City of Fort Bragg

416 N Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

Text File

File Number: 26-228

Agenda Date: 6/8/2026

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Consent Calendar

Agenda Number: 5E.

Adopt City Council Resolution Approving Third Amendment to Professional Services Agreement with Lumos & Associates for Construction Management Services for 2025 Streets and Stop Gap Projects and Authorizing the City Manager to Execute Contract (Amount Not To Exceed \$364,150) CEQA Exemption 15301 (c)

RESOLUTION NO. ____-2026

RESOLUTION OF THE FORT BRAGG CITY COUNCIL APPROVING THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH LUMOS & ASSOCIATES TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES FOR THE 2025 PAVEMENT PRESERVATION PROJECT AND THE STOP GAP PROJECT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT (AMOUNT NOT TO EXCEED \$364,150)

WHEREAS, the 2025 Pavement Preservation Project included rehabilitation of 27 street segments (totaling 7.2 miles) and construction of 17 ADA-compliant curb ramps; and

WHEREAS, on June 23, 2025, the City Council approved a Professional Services Agreement with Lumos & Associates, Inc. (“Consultant”) to provide Construction Management (CM) services for the 2025 Pavement Preservation Project and the Stop Gap Paving Project in an amount not to exceed \$300,000; and

WHEREAS, on January 12, 2026, the City Council approved Amendment No. 1 to the Agreement, increasing the contract amount to \$340,000 to support additional CM services required during construction; and

WHEREAS, on March 9, 2026, the City Council accepted the Certificate of Completion for the 2025 Pavement Preservation Project (PWP-00132) and acknowledged a “Watch List” of slurry seal deficiencies to be addressed during the 2026 construction season under the project’s one-year warranty; and

WHEREAS, on March 20, 2026, the City executed Amendment No. 2 to the Agreement, extending the Time of Performance and Term of the contract; Amendment No. 2 did not modify compensation and therefore did not require City Council approval; and

WHEREAS, the City has requested that Lumos & Associates provide additional construction inspection, coordination, and field verification services during the summer 2026 re-slurry and warranty repair work to ensure compliance with the Plans, Specifications, and Warranty Agreement; and

WHEREAS, the City also requested that Lumos assist with ongoing warranty inspections for the 2022 Streets Rehabilitation Project (Franklin Street slurry delamination), work previously performed under the City’s on-call contract but eligible to be consolidated into this amendment because all costs are funded by the Special Street Sales Tax; and

WHEREAS, these additional services represent increases in scope requested by the City, not deficiencies in Consultant performance, and are necessary to ensure proper execution of warranty repairs; and

WHEREAS, Lumos & Associates submitted a proposal dated May 29, 2026, identifying the additional services and associated costs, including: Additional Construction Inspection (Task 2.0) – Time and Materials, not to exceed \$19,250 and On-Call Street Inspection Services (Task 4.0) – Lump Sum \$4,900; for a total Amendment No. 3 amount of \$24,150, increasing the total contract compensation to \$364,150; and

WHEREAS, funding for Amendment No. 3 is available in the approved CIP project budget for the 2025 Pavement Preservation Project and is supported by the Special Street Sales Tax Fund; and

WHEREAS, the City has determined that the Project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15301(c), as it involves maintenance of existing streets with no expansion of use;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby:

1. Approve Amendment three (3) to the Professional Services Agreement with Lumos & Associates, Inc. to provide additional construction management and inspection services for the 2025 Pavement Preservation Project and related warranty work, in the amount of \$24,150, increasing the total contract not-to-exceed amount to \$364,150; and
2. Authorize the City Manager to execute Amendment No. 3 and all associated documents necessary to carry out the intent of this Resolution.

The above and foregoing Resolution was introduced by Councilmember _____, seconded by Councilmember _____, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 8th day of June 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSED:

Jason Godeke
Mayor

ATTEST:

Diana Paoli
City Clerk



May 29, 2026

Chantell O'Neal
Assistant Director, Engineering Division
City of Fort Bragg – Public Works

Via email: coneal@fortbraggca.gov

**Subject: 2025 Pavement Preservation and Stop Gap Paving Project
Public Works Project No. PWP-00132
Amendment No. 3 – Additional Construction Management Services**

Dear Chantell:

Lumos and Associates Inc. (Lumos) is pleased to provide you with this proposal to continue construction management services to ensure compliance and successful project completion.

The scope of work, schedule, and cost for Lumos to provide additional construction management support services for the two projects identified above are summarized below. We propose an increase to the Construction Inspection task and two additional tasks to assist you with getting these projects finalized.

- Task 2.0 Construction Inspection scope of work includes:
 - Continue coordination with the Contractor to wrap up the Franklin Street 1-year warranty work
 - Coordinate with the Contractor for warranty work associated with the 2025 Pavement Preservation and Stop Gap Projects
 - Review site conditions and mark out repair locations in the field ensuring items noted on the attached Warranty Letters are adequately addressed
 - Warranty Letters were accepted by the City Council at the March 9, 2026 Council Meeting (Agenda items 8C and 8D)
 - Provide on-site inspection and recommendations during warranty repairs
 - Travel to Fort Bragg and lodging for three nights are anticipated
- Task 4.0 On-Call Street Inspection Services:
 - Inspection services were performed under the on-call contract which are applicable to Construction Services.


Time spent on Task 2.0 will be billed on a Time and Materials basis in accordance with our current fee schedule, up to the amount listed in the Fee Summary. Task 4.0 will be performed for a Fixed Fee (Lump Sum) amount, as outlined in the Fee Summary. This fee covers all labor and associated costs required to complete the defined scope of work.

The table below summarizes the original Contract fee, Amendments, and the fee for additional services requested by task for this amendment:

2025 Pavement Preservation and Stop Gap Paving Amendment No. 3 Request Fee Summary						
		Original Contract Amount	Amendment No. 1	Contract Amount with Amendment No.1	Amendment No. 3 Request	Revised Contract Amount
Task	Description	Fee	Fee	Fee	Fee	Fee
1.0	Construction Administration	\$ 62,400.00	\$ 30,000.00	\$ 92,400.00	\$ -	\$ 92,400.00
2.0	Construction Inspection	\$ 197,000.00	\$ 10,000.00	\$ 207,000.00	\$ 19,250.00	\$ 226,250.00
	Materials Testing	\$ 33,600.00		\$ 33,600.00		\$ 33,600.00
3.0	Contingency	\$ 7,000.00		\$ 7,000.00		\$ 7,000.00
4.0	On-Call Street Inspection Services	\$ -		\$ -	\$ 4,900.00	\$ 4,900.00
	Totals	\$ 300,000.00		\$ 340,000.00	\$ 24,150.00	\$ 364,150.00

If this proposal is acceptable, please provide an amendment to the Professional Services Agreement for execution. We appreciate your continued partnership in ensuring the successful completion of these projects. If you have any questions, please do not hesitate to contact me directly at 916.980.8228.

Sincerely,



Judy Tortelli, P.E.
Senior Project Manager

CC: Aaron Brusatori, Group Manager
Brian Harer, Group Manager

Paoli, Diana

From: Jacob Patterson <jacob.patterson.esq@gmail.com>
Sent: Monday, June 8, 2026 1:51 PM
To: City Clerk
Cc: Whippy, Isaac
Subject: Public Comment -- 6/8/26 CC Mtg., Item No. 5E

City Council & Staff,

This agenda item is confusing and, IMO, inadvisable. First, the proposal doesn't provide any service we need and is basically limited to pavement marking and contractor oversight without any of the other tasks construction project managers perform. Most concerning is the fact that Lumos is proposed since their negligence and incompetence (along with ineffective oversight from City staff) was the main issue with the warranty work that needs to be done for the 2025 Streets project. The two main issues from 2025 are delaminating slurry seal on Laurel Street, which has incidentally spread from just one block of spot failures between Harrison and Whipple to the other two blocks of Laurel, and the complete lack of prep work for N. Harbor Drive. Both of those issues are squarely within the responsibility of Lumos and staff. You can't apply slurry seal when it is raining or even heavily drizzling and that was what happened to Laurel Street despite promises from Chantell that the same slurry seal mistakes from the 2022 project wouldn't be repeated--guess what, they were and now we have to have the contractors come back and fix work that shouldn't have proceeded in the rain when it did. North Harbor Drive is even more egregious in that the street segment was slurried without any of the necessary prep--feel free to ask the staff who actually understand paving, not their managers who fall short. The contracting team didn't clean off the small mudslides from the eastern portion of the road and just drove their slurry equipment around, and in some cases directly over, the dirt accumulated on the existing pavement. On the west side, they failed to remove any of the vegetation or soil that had also accumulated on top of the existing pavement before the slurry went down. (On Laurel Street they at least cleaned out the gutters before applying the fresh slurry on the old pavement.) This isn't a drainage issue or even an issue with the slurry mix but with a complete lack of prep and inadequate oversight.

Lumos and Chantell--the staff person proposing this contract amendment--contributed significantly to these failures through their own negligence. Please note that we are being asked to pay \$24,000 to the same failed and negligent construction project manager who still claims that there is nothing wrong with the clearly and obviously deficient work performed on North Harbor Drive. How can we expect them to protect the City taxpayers to ensure we get what we paid for if they won't even acknowledge that something needs to be fixed? This proposal essentially pays the same firm who failed in their work the first time to come back and oversee the repairs for that deficient work. Even if such outside oversight were prudent, and it is not, we shouldn't have to pay for it. Lumos or Argonaut should foot the bill for the full scope of any warranty work as a matter of law. When you take your car in for warranty repairs do you pay the dealership service department to verify the work was sufficient? No, that is included and it should be included here. If Lumos needs to be paid for the warranty work associated with the 2022 streets project where SHN was the construction project manager, Argonaut should pay for it not the City's taxpayers. That is a basic concept of consequential damages. Did Baron not review this situation? I suspect not.

The three of you up for re-election should think very carefully before you approve this agenda item. It should be pulled from the Consent Calendar and rejected (or just not even considered). We are creating our own in-house streets team led by a local having expert and he should be overseeing this warranty work, which wouldn't have any incremental cost to the City.

Please note another issue with this: I spoke with Isaac and he denies that when a staff recommendation is presented to the City Council through an agenda item that it is inherently him, as CM, endorsing the staff recommendation even if it comes from subordinate staff. He tells me that he doesn't review everything before it is presented and doesn't always support the recommendation and that it is the Council's responsibility to check things and deny or alter them as necessary. I disagree and feel that most of you probably assume that Isaac is endorsing the recommendation so you are more likely than not to approve it assuming the staff work is solid and it was reviewed to ensure that. Please keep that in mind for agenda items like this one that even he doesn't clearly think make sense. I think he is wrong and you may want to consider that for his performance evaluations.

IMO, all agenda items need to go through an internal review process and if they make it to a meeting for decision, both the City Manager and City Attorney are endorsing them (the City Attorney only as to legal issues not the substance of the proposal). This questionable and poorly thought-out agenda item should have never made it through the internal review process that might not have even happened. At best, this should be reviewed by legal with an eye to whose liability these costs should be and perhaps brought back at the next meeting if he deems it prudent to do so. Personally, I think we should just have Steve and Ian provide the marking and warranty oversight as part of our new in-house streets program. I hope we aren't going to have to hire an unnecessarily expensive outside construction project manager every time our in-house team does any paving work. That would defeat the purpose of bringing these things in house. Frankly, they are much more competent in these matters than Lumos proved itself to be for the 2025 project despite whatever staff might lead you to believe since admitting the truth involves acknowledging their own significant contribution to the problems.

Best,

--Jacob



City of Fort Bragg

416 N Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

Text File

File Number: 26-258

Agenda Date: 6/8/2026

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: ID Resolution

Agenda Number: 5F.

Adopt City of Fort Bragg and Municipal Improvement District Resolution Approving a Contract Change Order with August-Jaye, Inc. for the Dryer Building Reconstruction Project, City Project No. WWP-00027, Approving Budget Amendment 2025/26-13, and Authorizing City Manager to Execute Contract (Not to Exceed \$350,741); Existing Mitigated Negative Declaration.

RESOLUTION NO. ____-2026
RESOLUTION OF THE FORT BRAGG CITY COUNCIL
and

MUNICIPAL IMPROVEMENT DISTRICT RESOLUTION NO. ____-2026

RESOLUTION APPROVING A CONTRACT CHANGE ORDER WITH AUGUST-JAYE, INC. FOR THE DRYER BUILDING RECONSTRUCTION PROJECT, CITY PROJECT NO. WWP-00027, APPROVING BUDGET AMENDMENT 2025/26-13, AND AUTHORIZING CITY MANAGER TO EXECUTE CONTRACT (NOT TO EXCEED \$350,741)

WHEREAS, on January 12, 2026, the City Council awarded the construction contract for the Dryer Building Reconstruction Project to August-Jaye, Inc. for \$321,861; and

WHEREAS, the project was budgeted in the 2025/2026 Capital Improvement Program for \$335,392, and at the time of contract award the remaining amount was to be used to cover the costs of building permits and inspections; and

WHEREAS, since the award, there have been several changes that are necessary to the success of the project and functionality of the building for the treatment plant operators; and

WHEREAS, Exhibit A details project changes which have resulted in an additional \$28,880 of change order work for the project; and

WHEREAS, the cost of building permits and inspections, special inspections, and fire sprinkler design and install, with a total of \$22,680, have exceeded the initial building permit and inspection allowance; and

WHEREAS, Budget Amendment 2025/26-13 (Exhibit B) for \$38,365.24 is necessary to ensure sufficient funds cover the project.

NOW, THEREFORE, BE IT RESOLVED, that the Project is the subject of a Mitigated Negative Declaration (MND) pursuant to the California Environmental Quality Act (“CEQA”) and Title 14, the California Code of Regulations (“CEQA Guidelines”) and upon a review of the MND and this resolution it is determined that no new or supplemental MND or environmental impact report is required because approval of this change order does not create new or potentially significant environmental effects; and

BE IT FURTHER RESOLVED that the District Board of the Fort Bragg Municipal Improvement District No. 1 does hereby approve Budget Amendment No. 2025/26-13 amending the FY 2025/26 Budget to appropriate \$38,365.24 to cover additional project costs; and

BE IT FURTHER RESOLVED that the District Board of the Fort Bragg Municipal Improvement District No. 1 does hereby approve Contract Change Order #1 with August-Jaye, Inc. for the Dryer Building Reconstruction Project, Project No. WWP-00027, and authorizes the District Manager to Execute Contract (amount not to exceed \$350,741).

The above and foregoing Resolution was introduced by Council/Board Member _____, seconded by Council/Board Member _____, and passed and adopted at a

regular meeting of the District Board of the Fort Bragg Municipal Improvement District No. 1 held on the 8th day of June, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSED:

JASON GODEKE
Mayor/Chair

ATTEST:

Diana Paoli
City/District Clerk

**CITY OF FORT BRAGG
PUBLIC WORKS DEPARTMENT
CONTRACT CHANGE ORDER NO.01**

PROJECT NAME: _____ **PO Number:** 13204

CITY OF FORT BRAGG Date of Issuance: _____
PUBLIC WORKS DEPARTMENT
 416 N. Franklin Street City's Project No.: WWP-00027
 Fort Bragg, CA 95437 Engineer of Record: Calpo Hom & Dong
 (707) 961-2823

Contractor: August-Jaye, Inc. Engineer's Project No.: N/A

Contract for: Dryer Building Reconstruction Project

You are directed to proceed promptly with the following change(s):

Description: Work approved in PCO#1, PCO#2, PCO#3

Purpose of Change Order: PCO#1-2 increased scope, adding a demising wall and door, and changed exterior door material to FRP, which will be much more resistant to the coastal environment. PCO#3 is a credit for reduction of scope from a field change. Added duration is due to material lead times

CHANGE IN CONTRACT PRICE

Original Contract Price:
\$ 321,861.00

Contract price prior to this Change Order:
\$ 321,861.00

Net Increase or decrease in contract price:
\$ 28,880.00

Net contract price with all Change Orders:
\$ 350,741.00

CHANGE IN CONTRACT TIME

Original contract time:
45 Working days

Contract time prior to this Change Order:
45 Working days

Net increase or decrease in days:
40 Working days

New contract time with all Change Orders:
85 Working days

Upon execution by representatives authorized to bind the parties, this Change Order will become a part of the contract. The consideration specified in this Change Order (whether an adjustment of the contract price, an adjustment of time, and/or other consideration) is the full and sole compensation owed to the contractor as a result of the changes and issues described in this Change Order. Such consideration includes, but is not limited to, any and all direct and indirect costs incurred by the contractor as a result of the changes and issues described in this Change Order for any labor, equipment, materials, overhead (additional, extended, field and home office), profit, or time adjustments. By signing this Change Order the contractor waives and releases the owner from any and all claims for additional compensation concerning any of the changes and issues specified in this Change Order.

**CITY OF FORT BRAGG
PUBLIC WORKS DEPARTMENT
CONTRACT CHANGE ORDER NO. 01**

PROJECT NAME: Dryer Building Reconstruction

Approved: We, the undersigned Contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all labor and materials, except as may be otherwise noted above, and will accept as full payment therefore, the prices above

By: _____, Contractor

Date: _____

RECOMMENDED:

APPROVED:

Alfredo Huerta
Project Manager/Engineer/Inspector
ahuerta@fortbraggca.gov

John Smith
Public Works Director
jsmith@fortbraggca.gov

Date: _____

Date: _____

APPROVED:

Isaac Whippy
City Manager
iwhippy@fortbraggca.gov

Date: _____



City of Fort Bragg

416 N Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

Text File

File Number: 26-259

Agenda Date: 6/8/2026

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: 5G.

Adopt City Council Resolution Approving Second Amendment to Professional Services Agreement with Lumos & Associates for Pump Station Redesign for the Raw Water Line Replacement Project, Project WTR-00016 (Amount Not To Exceed \$235,210.65) Subject to City Attorney Approval; No New MND or EIR is required pursuant to 15162 and Categorical Exemptions 15061(b)(3), 15304

RESOLUTION NO. ____-2026

RESOLUTION OF THE FORT BRAGG CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE A SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH LUMOS & ASSOCIATES, INC. FOR DESIGN SUPPORT SERVICES FOR THE RAW WATER LINE REPLACEMENT PROJECT, CITY PROJECT NO. WTR-00016, TO ADD SURVEYING, EASEMENT SUPPORT, AND BID-PHASE SERVICES (AMOUNT NOT TO EXCEED \$235,210.65)

WHEREAS, on July 14, 2025, the City Council adopted Resolution No. 4962-2025 approving a Professional Services Agreement with Lumos & Associates, Inc. (“Lumos”) in the amount of \$198,600 for engineering design services associated with the Newman Reservoir Pump Station redesign for the Raw Water Line Replacement Project, City Project No. WTR-00016; and

WHEREAS, on October 10, 2025, the City executed a First Amendment to the Agreement in the amount of \$18,000 to add radio study and FCC licensing support services; and

WHEREAS, the First Amendment did not require City Council approval because the amendment amount was within the City Manager’s administrative contracting authority and did not exceed the 10% threshold established by City policy; and

WHEREAS, during 2025–2026, the City encountered significant challenges in acquiring necessary easements for Segment 3 of the Raw Water Line Replacement Project, due in part to the original pipeline alignment traversing a forested area rather than remaining on an adjacent existing trail; and

WHEREAS, in order to support easement negotiations and provide clarity to affected property owners, the City requested that Lumos perform additional surveying services, including field identification of the proposed pipeline alignment, property boundary verification, preparation of plats and legal descriptions, and limited topographic survey work; and

WHEREAS, the City also requested that Lumos provide bid-phase support services, including responding to bidder Requests for Information (RFIs), updating electrical drawings, and preparing conformed plan sheets for the construction phase of the Raw Water Line Replacement Project; and

WHEREAS, these surveying and bid support services were not included in the original Agreement or the First Amendment, and constitute additional services requested by the City; and

WHEREAS, Lumos has submitted a proposal dated June 1, 2026 (Ex A - Change Order Request No. 2), outlining the additional surveying, easement staking, and bid-phase support services in the amount of \$18,610.65; and

WHEREAS, City staff has reviewed the proposal and determined that the scope, level of effort, and associated costs are appropriate and necessary for the successful delivery of the Raw Water Line Replacement Project; and

WHEREAS, approval by City Council of this Second Amendment to the Professional Services Agreement is required because the cumulative contract amount now exceeds the City Manager’s administrative contracting authority;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Fort Bragg hereby approves a Second Amendment to the Professional Services Agreement with Lumos & Associates, Inc. to add surveying, easement support, and bid-phase services for the Raw Water Line Replacement Project, and authorizes the City Manager to execute the agreement in an amount not to exceed \$235,210.65, Subject to approval of the City Attorney as to form; and

BE IT FURTHER RESOLVED, that this Project is the subject of a Mitigated Negative Declaration pursuant to the California Environmental Quality Act (“CEQA”) and Title 14, the California Code of Regulations (“CEQA Guidelines”). The MND has been reviewed and a new MND nor an Environmental Impact Report are required by approval of this Second Amendment. It can be seen with certainty that the impacts of approving this Second Amendment do not exceed the impacts identified in the MND and are not substantial enough to require a new MND or Environmental Impact Report. Approval of this Second Amendment does not create new and cannot create significant environmental effects from the approved MND pursuant to the Common sense exemption 15061(b)(3) and/or is a minor alteration pursuant to Exemption 15304. A change in the design of the raw water line alignment to circumvent traversing forested area reduces existing environmental effects.

The above and foregoing Resolution was introduced by Councilmember Albin-Smith, seconded by Vice Mayor Rafanan, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 8th day of June 2026, by the following vote:

- AYES:**
- NOES:**
- ABSENT:**
- ABSTAIN:**
- RECUSED:**

JASON GODEKE
Mayor

ATTEST:

Diana Paoli
City Clerk



El Dorado Hills
3840 El Dorado Hills Blvd., Suite 301
El Dorado Hills, California 95762
916.980.8228

June 1, 2026

Chantell O'Neal
Assistant Director; Engineering Division
Public Works
City of Fort Bragg
416 N Franklin St
Fort Bragg, CA 95437

Sent by email only

**Subject: Newman Reservoir Pump Station Design
Request for Contract Change Order 2**

Dear Chantell:

Lumos and Associates, Inc. is pleased to provide you with this proposal for additional Civil Engineering and Surveying Services for the Newman Reservoir Pump Station Design Project. The request for Change Order 1 accounts for surveying services, and bidding assistance.

Scope of Work – Change Order 2

Surveying Services: Lumos provided professional surveying services to identify property lines, and perform limited topography. This effort included record map research, calculation of points to facilitate staking of property lines, field location of property corners and placing stakes to clarify property lines, designed raw water line alignment and limited topography to define potential opportunities for relocation of the raw water. This includes preparation of plats and legal descriptions to support acquisitions of land rights.

Bidding Services: During Bidding include responding to bidder RFI's, updating electrical drawings and preparing and issuing endorsed conformed plan sheets.

Easement Staking: This effort includes placing stakes to clarify the location of newly created easements. This staking will only be performed if needed and requested by the City to clarify location for landowners.

Schedule: Schedule will track the bid schedule.

Fees

2.9 Surveying Services – Field Survey, Plats and Legal Descriptions	\$11,000	Fixed Fee
2.10 Bidding Services	\$22,000	Fixed Fee
2.11 Easement Staking	\$3,000	Fixed Fee
	\$36,000	
Internal Budget Adjustments	(\$17,389.35)	
Total Change Order Value	\$18,610.65	

If you have any questions, please do not hesitate to contact me at 916.257.5080.

Sincerely,



Aaron Brusatori, PE
Group Manager

ADDENDUM No. ___ TO CONSULTANT AGREEMENT

Extra Work Authorization Form

The consultant agreement dated _____ for professional services between LUMOS & ASSOCIATES, INC., and _____ for _____ (project name)

is hereby amended as follows:

COMPENSATION ARRANGEMENT

- Time and materials payment per current fee schedule (attached) not to exceed _____
- Lump sum payment _____
- Other (specify) _____

Backcharge: Yes No To Whom: _____

Job No.: _____ Task No./Description: _____

ORIGINAL CONTRACT AMOUNT: _____
TOTAL PREVIOUS ADDENDUMS: _____
TOTAL THIS ADDENDUM: _____
REVISED CONTRACT AMOUNT: _____

All other terms and conditions remain unchanged.

LUMOS & ASSOCIATES, INC.

CLIENT

PRINT _____
SIGN Am Bousate
TITLE _____
DATE _____

PRINT _____
SIGN _____
TITLE _____
DATE _____

Copies to Client for signature; return one to Lumos & Associates, Inc.

Newman Reservoir Pump Station Design

Task	Project Name	Contract Amount	Contract Amount (After Adjustments)	Total Billed
11390.002-2-1	Topographical Survey	\$ 21,000.00	\$ 21,000.00	\$ 21,000.00
11390.002-2-2	Geotechnical Investigation	\$ 24,000.00	\$ 24,000.00	\$ 24,000.00
11390.002-2-3	Booster Pump Station Design	\$ 126,900.00	\$ 126,900.00	\$ 126,900.00
11390.002-2-4	Booster Pump Station Electrical Design	\$ 16,700.00	\$ 16,700.00	\$ 16,700.00
11390.002-2-5	Permitting Assistance (After Adjustments)		\$ 4,310.65	
	Permitting Assistance	\$ 10,000.00		\$ 4,310.65
	Budget Adjustment - Move to 2-9		\$ (5,689.35)	
11390.002-2-6	On-Call Services	\$ -		
11390.002-2-7	Paper Radio Path Study, FCC License Renewal, & Monitoring	\$ 6,300.00	\$ 6,300.00	\$ 6,300.00
11390.002-2-8	Onsite Radio Path Study (Contingent) After Adjustments		\$ -	\$ -
	Onsite Radio Path Study (Contingent)	\$ 11,700.00		
	Budget Adjustment - Move to 2-9		\$ (5,310.65)	
	Budget Adjustment - Move to 2-10		\$ (6,389.35)	
11390.002-2-9	Surveying Services (Office Calcs, 5/14/26 Field Survey, Plats and Legals)	\$ -	\$ 11,000.00	\$ -
	Budget Adjustment - Moved from 2-5		\$ 5,689.35	
	Budget Adjustment - Moved from 2-8		\$ 5,310.65	
11390.002-2-10	Bidding Assistance	\$ -	\$ 22,000.00	\$ -
	Budget Adjustment - Moved from 2-8		\$ 6,389.35	
	Change Order		\$ 15,610.65	
11390.002-2-11	Staking of Revised Easement(s)	\$ -	\$ 3,000.00	\$ -
	Change Order		\$ 3,000.00	

New Tasks	Summary	
11390.002-2-9	Surveying Services (Office Calcs, 5/14/26 Field Survey, Plats and Legals)	\$ 11,000.00
11390.002-2-10	Bidding Assistance	\$ 22,000.00
11390.002-2-11	Staking of Revised Easement(s)	\$ 3,000.00
	Budget	\$ 36,000.00

Budget Adjustment - Move to 2-9	\$ (5,689.35)
Budget Adjustment - Move to 2-9	\$ (5,310.65)
Budget Adjustment - Move to 2-10	\$ (6,389.35)
Existing Budget Adjustments	\$ (17,389.35)

Request \$ 18,610.65



City of Fort Bragg

416 N Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

Text File

File Number: 26-260

Agenda Date: 6/8/2026

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: 5H.

Adopt City Council Resolution Approving Contract Change Order No. 6 with A.B.S. Builders, Inc. for the Bainbridge Park Enhancement Project (City Project No. PWP-00096) and Authorizing City Manager to Execute Contract (Not to Exceed \$1,638,125.95); CEQA Exemptions 15301(d), 15303, 15304, and 15332

RESOLUTION NO. -2026

RESOLUTION OF THE CITY OF FORT BRAGG APPROVING CONTRACT CHANGE ORDER NO. 6 WITH A.B.S. BUILDERS, INC. FOR THE BAINBRIDGE PARK ENHANCEMENT PROJECT (CITY PROJECT NO. PWP 00096) AND AUTHORIZING CITY MANAGER TO EXECUTE CONTRACT (NOT TO EXCEED \$1,638,175.95); CEQA EXEMPTIONS 15301(D), 15303, 15304, AND 15332

WHEREAS, on April 28, 2025, the City Council awarded the construction contract for the Bainbridge Park Enhancement Project (City Project No. PWP-00096) to A.B.S. Builders, Inc. in the amount of \$1,444,572.65; and

WHEREAS, the project is funded by the Proposition 68 State Parks Program grant, for which the City received \$2,241,052; and

WHEREAS, during construction, several refinements and field-verified adjustments were identified that improved constructability, addressed differing site conditions, and ensured compliance with permitting requirements not known at the time of bid; and

WHEREAS, Contract Change Orders 1 through 5 were previously approved, resulting in a revised contract amount of \$1,632,801.11; and

WHEREAS, Contract Change Order No. 6 is the final balancing change order for the project and includes adjustments for soccer field curb and footing work and a credit for irrigation controls, resulting in a net increase of \$5,324.84; and

WHEREAS, approval of Contract Change Order No. 5 results in a cumulative contract increase exceeding ten percent (10%) of the original contract amount, requiring City Council approval pursuant to FBMC Section 3.20.060(G); and

WHEREAS, approval of Contract Change Order No. 6 results in a final contract amount of \$1,638,175.95, as shown in the attached change order; and

WHEREAS, the project was previously determined to be categorically exempt from CEQA under CEQA Guidelines Sections 15301(d), 15303, 15304, and 15332. The changes made by this contract change order have been reviewed and it has been determined that the change order does not alter the project in a manner that would result in new or substantially more severe significant impacts. Therefore, approval of this change order does not trigger additional CEQA review and the project, inclusive of this change order, remains categorically exempt as set forth above.

NOW, THEREFORE, BE IT RESOLVED that the Recitals set forth above are true and correct and incorporated herein as findings.

BE IT FURTHER RESOLVED that the City Council of the City of Fort Bragg hereby approves Contract Change Order No. 6 with A.B.S. Builders, Inc. for the Bainbridge Park Enhancement Project.

BE IT FURTHER RESOLVED that the City Council authorizes the City Manager to execute Contract Change Order No. 6 and any related documents necessary to carry out the intent of this action, in an amount not to exceed a revised contract total of \$1,638,175.95.

BE IT FURTHER RESOLVED that the Recitals set forth above are true and correct and incorporated herein as findings.

The above and foregoing Resolution was introduced by Councilmember seconded by Councilmember and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 8th day of June 2026, by the following vote:

- AYES:**
- NOES:**
- ABSENT:**
- ABSTAIN:**
- RECUSED:**

Jason Godeke
Mayor

ATTEST:

Diana Paoli
City Clerk

**CITY OF FORT BRAGG
PUBLIC WORKS DEPARTMENT
CONTRACT CHANGE ORDER NO.6**

PROJECT NAME: Bainbridge Park Enhancement Project

PO Number: 13110

**CITY OF FORT BRAGG
PUBLIC WORKS DEPARTMENT**
416 N. Franklin Street
Fort Bragg, CA 95437
(707) 961-2823

Date of Issuance: 6/8/2026

City's Project No.: PWP-00096

Contractor: A.B.S. Builders, Inc

Contract for: Bainbridge Park Enhancement Project

You are directed to proceed promptly with the following change(s):

Description: See Contractor Exhibits

Purpose of Change Order: Soccer Field Curb & Footings for goal area and Landscape irrigation credit

CHANGE IN CONTRACT PRICE

Original Contract Price:
\$1,444,622.65

Contract price prior to this Change Order:
\$1,476,636.84

Net Increase or decrease in contract price:
\$ 193,503.30

Net contract price with all Change Orders:
\$1,638,125.95

CHANGE IN CONTRACT TIME

Original contract time:
125 Working days

Contract time prior to this Change Order:
151 Working days

Net increase or decrease in days:
61 Working days

New contract time with all Change Orders:
186 Working days

Upon execution by representatives authorized to bind the parties, this Change Order will become a part of the contract. The consideration specified in this Change Order (whether an adjustment of the contract price, an adjustment of time, and/or other consideration) is the full and sole compensation owed to the contractor as a result of the changes and issues described in this Change Order. Such consideration includes, but is not limited to, any and all direct and indirect costs incurred by the contractor as a result of the changes and issues described in this Change Order for any labor, equipment, materials, overhead (additional, extended, field and home office), profit, or time adjustments. By signing this Change Order the contractor waives and releases the owner from any and all claims for additional compensation concerning any of the changes and issues specified in this Change Order.

**CITY OF FORT BRAGG
PUBLIC WORKS DEPARTMENT
CONTRACT CHANGE ORDER NO. 06**

PROJECT NAME: Bainbridge Park Enhancement Project

Approved: We, the undersigned Contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all labor and materials, except as may be otherwise noted above, and will accept as full payment therefore, the prices above

BY:

By: Amy Schmidt , Contractor
Date: _____
Email: amy@absbuildersinc.com

RECOMMENDED:

APPROVED:

Chantell O'Neal
Project Manager
Coneal@fortbraggca.gov
Date: _____

John Smith
Public Works Director
jsmith@fortbraggca.gov
Date: _____

APPROVED:

Isaac Whippy
City Manager
iwhippy@fortbraggca.gov
Date: _____

PROPOSED CHANGE ORDER

Owner:	City of Fort Bragg
Project Manager	Chantell O'Neal
Contractor:	A.B.S. Builders, Inc.
Project:	Bainbridge Park Enhancement Project

A	B	C	D	E	F
Bid Item No.	Description	Contract Information			
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)
SCOPE OF WORK:					
Rebate to contract for secondary set of irrigation controls					
43	Landscape Irrigation	1.00	LS	(\$1,645.00)	(1,645.00)
SCOPE OF WORK:					
Prep, form, and pour additional concrete to accommodate the soccer goal posts on the soccer field.					
40A	Soccer field Curb & Footings	1.00	LS	\$6,969.84	6,969.84

TOTAL CONTRACT Increase(Decrease)					5,324.84
-----------------------------------	--	--	--	--	----------

Geo Aggregates
 1221 N. Main Street
 Fort Bragg, CA 95437
 Contractors License: 1001810
 customerservice@geoagg.net
 (707) 964-4033



Invoice

Date	Invoice #
4/9/2026	107219

www.GeoAgg.net

Bill To

Picked Up or Delivered

ABS Builders
 William Schmidt
 1023 Main St
 Colusa, CA 95932

5-44
 Bainbridge

P.O. Number	Terms	Rep	Ship Date	Via	F.O.B.	Project
5-44	Net 30		4/9/2026			

Item Code	Rock Tag#	Truck Tag	Description	Qty	U/M	Price Each	Serviced	Amount
C165B Lin...	28274	26868 WMM M09	1.6.5SR2 Linepump Mix 5500+PSI	5	CY	236.98	4/9/2026	1,184.90T
1068	28274	26868 WMM M09	Environmental Fee	1		25.00	4/9/2026	25.00
1001A	28274	26868 WMM M09	Cement Surcharge	5		6.00	4/9/2026	30.00T
1001	28274	26868 WMM M09	Fuel Surcharge	5		6.00	4/9/2026	30.00T
1029	28274	26868 WMM M09	Short Load Fee	1		250.00	4/9/2026	250.00T
1039	28274	26868 WMM M09	Standby Fee	25		2.00	4/9/2026	50.00
			City Sales Tax			9.25%		138.28

Total	\$1,708.18
Less Payments/Credits	\$0.00
Balance Due	\$1,708.18



City of Fort Bragg

416 N Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

Text File

File Number: 26-262

Agenda Date: 6/8/2026

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Consent Calendar

Agenda Number: 5I.

Adopt City Council Resolution Approving the Side Letter Agreements between the City of Fort Bragg and the Fort Bragg Police Association and Fort Bragg Employees Organization Authorizing the City Manager to Execute same for Purposes of Revising the City's Personnel Rules and Regulations Section 18

RESOLUTION NO. ____-2025

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL
APPROVING THE SIDE LETTER AGREEMENTS BETWEEN THE CITY OF
FORT BRAGG AND THE FORT BRAGG POLICE ASSOCIATION AND FORT
BRAGG EMPLOYEES ORGANIZATION AUTHORIZING THE CITY MANAGER
TO EXECUTE SAME FOR PURPOSES OF REVISING THE CITY'S
PERSONNEL RULES AND REGULATIONS SECTION 18**

WHEREAS, the Fort Bragg Municipal Code provides that the City Manager shall "prescribe such rules, regulations, and policies, as they deem necessary or expedient for the conduct of administrative services;" and

WHEREAS, on January 11, 2021, the City Council adopted Resolution No. 4341-2021, approving updates to the City's Personnel Rules and Regulations; and

WHEREAS, on November 13, 2023, the City Council approved additional updates to the City's Personnel Rules and Regulations; and

WHEREAS, the City wishes to revise the Catastrophic Leave Program that permits employees experiencing serious, catastrophic illness, emergency circumstances, or injury as defined by the City's Catastrophic Leave policy (Section 18, City of Fort Bragg Personnel Rules and Regulations) to more easily utilize the Catastrophic Leave Program; and

WHEREAS, the updated Catastrophic Leave Program will permit employees to voluntarily donate leave to an employee needing additional leave because of serious health condition, emergency circumstances, or injury; and

WHEREAS, the update would foster increased camaraderie and employee morale.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg hereby amends Personnel Rule 18 as shown in Exhibit A

BE IT FURTHER RESOLVED that the City Council of Fort Bragg approves the bargaining unit side letters shown in Exhibits B and C and authorizes the City Manager to execute the same.

The above and foregoing Resolution was introduced by Councilmember _____, seconded by Councilmember _____, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 8 day of June, 2026, by the following vote:

- AYES:**
- NOES:**
- ABSENT:**
- ABSTAIN:**
- RECUSED:**

JASON GODEKE
Mayor

ATTEST:

**Diana Paoli
City Clerk**

CITY OF FORT BRAGG

Personnel Rules and Regulations



TABLE OF CONTENTS

SECTION 1.	INTRODUCTION.....	1
SECTION 2.	EMPLOYER/EMPLOYEE RELATIONS.....	1
SECTION 3.	POSITION CLASSIFICATION.....	2
SECTION 4.	RECRUITMENT, SELECTION AND APPOINTMENT FOR CLASSIFIED EMPLOYEES.....	3
4.1.	RECRUITMENT.....	3
4.2.	APPLICATIONS FOR EMPLOYMENT.....	3
4.3.	DISQUALIFICATION OR REJECTION OF APPLICATION.....	4
4.4.	SELECTION AND EXAMINATION/ASSESSMENT PROCESS.....	4
4.5.	ELIGIBLE LISTS.....	5
4.6.	APPOINTMENT.....	6
4.7.	OATH OF OFFICE.....	6
4.8.	POLICE OFFICER RECRUITMENT BONUS.....	6
4.9.	POLICE OFFICER HIRING BONUS.....	7
SECTION 5.	PROBATIONARY PERIOD.....	7
SECTION 6.	NON-CLASSIFIED APPOINTMENTS.....	8
SECTION 7.	MANAGEMENT AND CONFIDENTIAL APPOINTMENTS.....	9
SECTION 8.	TRANSFERS, REASSIGNMENTS AND REALLOCATIONS.....	9
SECTION 9.	REINSTATEMENT AFTER RESIGNATION.....	9
SECTION 10.	PERFORMANCE EVALUATION PROGRAM.....	10
SECTION 11.	FITNESS FOR DUTY EVALUATIONS.....	10
SECTION 12.	COMPENSATION.....	10
SECTION 13.	WAGE AND HOUR BENEFITS / OVERTIME.....	14
SECTION 14.	ATTENDANCE / MEAL PERIODS / REST PERIODS.....	14
SECTION 15.	LEAVES.....	15
15.1.	GENERAL PROVISIONS.....	15
15.2.	AVAILABLE LEAVE CATEGORIES.....	15
15.3.	ACCOMMODATION FOR EMPLOYEES WITH DISABILITIES.....	20
SECTION 16.	FAMILY AND MEDICAL LEAVE.....	21
16.1.	PURPOSE.....	21
16.2.	ELIGIBILITY.....	21
16.3.	TYPE OF LEAVE COVERED.....	21
16.4.	DEFINITIONS FOR PURPOSES OF THIS POLICY.....	22
16.5.	AMOUNT OF LEAVE.....	25
16.6.	INTERMITTENT LEAVE OR LEAVE ON A REDUCED WORK SCHEDULE.....	26 ²⁷
16.7.	SUBSTITUTION OF PAID ACCRUED LEAVES.....	26 ²⁷
16.8.	PAYMENT OF HEALTH INSURANCE PREMIUMS WHILE ON LEAVE.....	27
16.9.	MEDICAL CERTIFICATION.....	27 ²⁸
16.10.	TIME TO PROVIDE A CERTIFICATION.....	28
16.11.	RECERTIFICATION.....	28 ²⁹
16.12.	PROCEDURES FOR REQUESTING LEAVE.....	29
16.13.	ACCURAL OF BENEFITS WHILE ON LEAVE.....	29
16.14.	REINSTATEMENT UPON RETURN FROM LEAVE.....	29 ³⁰
16.15.	EMPLOYEE'S OBLIGATION TO PERIODICALLY REPORT ON THEIR CONDITION.....	29
16.16.	FITNESS FOR DUTY CERTIFICATION.....	29

16.17.	FAILURE TO RETURN FROM LEAVE.....	30
SECTION 17.	PAID FAMILY LEAVE	3031
17.1.	ELIGIBILITY.....	3034
17.2.	REQUEST FOR LEAVE.....	30
17.3.	DURATION OF PAID FAMILY LEAVE.....	31
17.4.	COMPENSATION DURING LEAVE.....	31
17.5.	INTEGRATION OF BENEFITS.....	3132
17.6.	WAITING PERIOD AND USE OF VACATION.....	3132
SECTION 18.	CATASTROPHIC LEAVE PROGRAM.....	31
18.1.	POLICY.....	31
18.2.	ELIGIBILITY FOR PERSONAL CATASTROPHIC LEAVE.....	32
18.3.	CONDITIONS FOR DONATING LEAVE.....	33
18.4.	PROCEDURES FOR DONATING AND RECEIVING LEAVE.....	33
SECTION 19.	LAYOFF AND RECALL POLICY.....	3534
SECTION 20.	DISCIPLINE / GENERAL RULES OF CONDUCT.....	3635
20.1.	GENERAL RULES OF CONDUCT.....	3635
20.2.	DISCIPLINARY ACTIONS.....	3635
20.3.	GROUND FOR DISCIPLINE.....	35
20.4.	AUTHORITY TO DISCIPLINE.....	37
20.5.	PROCEDURES FOR DISCIPLINARY ACTIONS.....	37
20.6.	APPEAL OF DISCIPLINARY ACTION.....	4039
SECTION 21.	APPEAL PROCEDURE FOR NON-DISCIPLINARY GRIEVANCES.....	39
SECTION 22.	PART TIME SEASONAL AND TEMPORARY EMPLOYEES.....	4244
SECTION 23.	PERSONNEL FILES.....	4342
SECTION 24.	RESIGNATIONS AND EXIT INTERVIEWS.....	43
SECTION 25.	NON-DISCRIMINATION AND HARASSMENT POLICY.....	44
SECTION 26.	EMPLOYEE SAFETY / VIOLENCE IN THE WORKPLACE POLICY.....	48
26.1.	GENERAL SAFETY RULES.....	48
26.2.	VIOLENCE IN THE WORKPLACE POLICY.....	48
26.3.	PROCEDURES - IMMINENT OR ACTUAL VIOLENT ACTS.....	49
SECTION 27.	OUTSIDE EMPLOYMENT.....	50
SECTION 28.	VOLUNTEERS.....	51
SECTION 29.	DRUG AND ALCOHOL FREE WORKPLACE.....	51
SECTION 30.	NEPOTISM POLICY.....	53
SECTION 31.	GIFTS AND GRATUITIES.....	53
SECTION 32.	USE OF INFORMATION AND ELECTRONIC SYSTEMS.....	53
SECTION 33.	DRESS CODE.....	56
SECTION 34.	USE OF CITY EQUIPMENT / AUTOMOBILE USE.....	56
SECTION 35.	TRAVEL AND TRAINING POLICY.....	57
SECTION 36.	GARNISHMENT FEES.....	58
SECTION 37.	MISCELLANEOUS.....	58
SECTION 38.	DEFINITION OF TERMS.....	59

Section 1. INTRODUCTION

- 1.1. These Personnel Rules and Regulations (hereafter "Rules") generally describe the employment relationship between the City of Fort Bragg and its employees. These Rules apply to all City employees, except where otherwise indicated in these Rules or where an applicable memorandum of understanding ("MOU") specifically conflicts with a Rule, in which case the MOU provision shall govern. As specified herein, some Rules apply only to employees in the "Classified Service." The "Classified Service" consists of all full-time employees of the City, but does not include elected officials, Council appointees, the City Manager, members of the executive management group, appointive officers serving without compensation, or part-time, temporary, provisional, seasonal or emergency employees.
- 1.2. These Rules were established to conform and be complementary to the City's Municipal Code. In cases where there is deemed to be a conflict between a Rule and the Municipal Code, the Municipal Code shall prevail.
- 1.3. Department managers may issue additional rules or policies as deemed necessary for the efficient administration of the department. However, such departmental rules or policies shall not conflict with these Rules. In cases where there is deemed to be a conflict between a department rule and these Rules, these Rules shall prevail.
- 1.4. These Rules may be amended from time to time. However, in order to be effective, the amendment must be in writing and approved by City Council. Whenever such amendments affect the wages, hours or other terms or conditions of employment, they shall be subject to the meet and confer process as established by State law and the City's Employer-Employee Organization Relations Resolution.
- 1.5. Each employee will be given a copy of these Rules and is responsible for reading and complying with these Rules.

Section 2. EMPLOYER/EMPLOYEE RELATIONS

- 2.1. The City's labor relations policies are governed by the Meyers-Milias-Brown Act (MMBA), Government Code section 3500 et seq. The City has in place an Employer-Employee Organization Relations Resolution which specifies the City's local rules, rights and obligations regarding labor relations.
- 2.2. Under the City's Employer-Employee Organization Relations Resolution and the MMBA, the City recognizes certain employee organizations as the exclusive representative for purposes of labor negotiations. For represented employees, the City meets and confers with employee labor representatives regarding wages, hours and others terms and conditions of employment, and provides advance notice of certain matters as specified by the City's labor relations resolution. Employee pay schedules and various benefits are set forth in memoranda of understanding (known as "MOUs") agreed upon by the City and the recognized labor representatives.

- 2.3. Employees having questions concerning matters included in their MOUs may contact their labor representative or the City's Human Resources Department directly.

Section 3. POSITION CLASSIFICATION

- 3.1. The City Manager or their designee shall prepare a Position Classification Plan which sets forth all the positions in the classified service of the City including position title and a general description of the duties and responsibilities of each position. The Position Classification Plan shall also group all positions in the classified service into classes. Positions within the same class will be approximately of equal difficulty and responsibility, require the same general qualifications, and can be equitably compensated within the same range of pay under comparable working conditions.
- 3.2. The classification or position descriptions may be abolished or amended from time to time by the City Manager as deemed in the best interest of the City service. In addition, new classification or position descriptions made be added to the City's Position Classification Plan. If new positions are added to the City service, such positions shall be allocated to an appropriate class by the City Manager or their designee.
- 3.3. If employees believe they are performing work outside the scope of the classification description covering their position, they should report the information, in writing, immediately to the City Manager. If deemed appropriate by the City Manager, a review of the employee's duties will be conducted, in consultation with the employee and the employee's department manager. The City Manager or their designee will notify the employee and department manager of the final determination. If appropriate, the employee's position may be reallocated to a different classification. The City Manager, in their discretion, may require the employee to successfully complete a promotional examination before being reallocated to a higher classification, and shall may require the employee to serve a probationary period in the new classification. Request of such a classification review shall be limited to once per calendar year.
- 3.4. Promotion without Examination. If the scope of duties which a regular employee is performing is determined to be in a higher classification, the City Manager or their designee may approve the employee's reclassification to the higher classification without examination; provided, however, that all of the following conditions are met:
- (1) The employee has been performing such higher duties for a period of not less than six (6) months prior to the date the position was reviewed;
 - (2) The higher duties have been assigned to the employee as part of the natural growth of the position within the department involved and there appears to be no evidence of evasion of the compensation plan relating to promotions;

- (3) The employee so promoted shall serve a probationary period in the higher classification for the time as specified in Section 5.2.2 of these Rules;
- (4) Said employee shall receive the salary assigned to the higher position from the date of probationary appointment to the higher position.

Section 4. RECRUITMENT, SELECTION AND APPOINTMENT FOR CLASSIFIED EMPLOYEES.

4.1. Recruitment.

- 4.1.1. The City may utilize any legitimate recruitment procedure for attracting qualified applicants. Recruitments may be "open" or may be limited to City employees, depending on the City's needs. While it is the City's policy to recruit the best qualified applicants for City positions, the City will make efforts to promote persons already employed by the City.
- 4.1.2. The City will give reasonable notice to all of its employees concerning the City's employment opportunities. Announcements of promotional selection processes shall be supplied to City employees via email and/or posting on the City's website. Department managers may call such announcements to the attention of employees in the department who might be interested.

4.2. Applications for Employment.

- 4.2.1. Each candidate for City employment shall complete those applications forms designated by the City. An applicant's failure to provide complete and accurate information on all application materials shall be grounds for immediate disqualification in the application process, and may result in dismissal from employment. Once submitted to the City, applications shall not be returned.
- 4.2.2. The City provides employment-related reasonable accommodations to qualified individuals with disabilities within the meaning of the California Fair Employment and Housing Act and the Americans with Disabilities Act. If an applicant desires a reasonable accommodation in order to participate in the application or selection process, the applicant should submit a written request to the Human Resources office
- 4.2.3. Applicants must submit applications on or before the filing deadline stated in the job announcement. However, the Human Resources Department may permit a letter, resume or other indication of interest to be accepted, pending timely receipt of a properly completed application.
- 4.2.4. When necessary to meet continued requirements for filling positions due to non-availability of applicants for a class or position, or due to a high turnover rate, the closing date for any selection process may be indefinite and applicants may be tested continuously in such manner and at such times and places as may be provided by the City. Applicants who fail to achieve a passing score in such an open continuous examination may not compete again until the lapse of ninety (90) days between the first and second testing and one hundred and twenty

(120) days between the second and third such testing, unless stipulated to the contrary on the job announcement. The City may exclude such applicants from further testing at its discretion.

4.2.5. As part of the pre-employment procedure, applicants may be required to supply references, and submit to a thorough background check by the City. In addition, all employees must be physically and mentally capable of performing the essential functions of their jobs with or without reasonable accommodation. The City shall have the right to conduct a complete and exhaustive background investigation on all applicants seeking employment in the City of Fort Bragg, including a criminal background check, where applicable, and a medical and/or psychological examination by City-retained medical practitioners, where deemed appropriate by the City. Any medical or psychological examination shall be conducted only after a conditional job offer has been made and, in accordance with applicable law.

4.2.6. If an applicant is disqualified from appointment to a position for failing to meet the medical and psychological standards for the job class, the applicant may file a written request to review the disqualification. Such request must be submitted to the Human Resources Office no later than five (5) working days after the postmarked date of the notification of disqualification. The applicant may submit medical evidence supporting their claim that they should not have been disqualified. The City Manager will review submitted documents and make a final determination. If the disqualification is upheld, the applicant has no further right to appeal.

4.3. **Disqualification or Rejection of Application.**

4.3.1. The City may reject or disqualify the application of any person for admission to a selection process, or decline to examine an applicant, or withhold a person from the eligible list for certification for any legitimate reason. An applicant who is not already employed by the City has no right to grieve or appeal any such actions by the City.

4.4. **Selection and Examination/Assessment Process.**

4.4.1. All hiring, including promotions, to positions in the classified service shall be made according to merit and fitness. The City may utilize any legitimate objective method to determine the qualifications of applicants, including without limitation, written tests, physical agility tests, oral examinations, panel interviews assessment centers and oral interviews. The City may rate the candidates and list successful applicants on a "list of eligibles."

4.4.2. If candidates fail to qualify as eligibles for the class for which the selection process was instituted, those candidates may, with the approval of the Human Resources Office, be rated with reference to their eligibility for a lower position class for which a selection process is in progress, in case any of the candidates have indicated willingness to accept appointment to positions in any such lower class.

- 4.4.3. Candidates shall be given written notice of whether they passed or failed the examination/assessment process. Within five (5) working days of the postmarked date of this notice, candidates may inspect their examination papers and request to have ratings reviewed and corrected if the candidate believes any error in the testing has occurred. Such corrections so made will be evaluated by the Human Resources Office and appropriate action taken. To make an inspection of examinations papers, the candidate must schedule an appointment during regular business hours in the Human Resources Department. Candidates may be prohibited from inspecting examination papers if review of such materials is prohibited by the consulting agency that prepared the examination. Candidates cannot have access to the rating sheets of the individual raters, but may have access to a composite description of the rating sheets, upon request.
- 4.4.4. Candidates who fail the examination/assessment process may not reapply for the same position for 12 months from the date of initial application. Such candidates are not barred from applying for any other City position during the 12-month waiting period.
- 4.4.5. When deemed appropriate by the City Manager or their designee, vacancies within the classified service may be filled by promotion of employees. Such promotion shall be based on an internal competitive selection process, taking into consideration the employees' performance evaluations and past City service and other legitimate criteria as determined by the City Manager or their designee.
- 4.4.6. The City Manager or their designee may authorize a noncompetitive promotional selection process to establish eligibility for appointment to a higher class as a result of a reclassification or creation of a new classification.
- 4.5. **Eligible Lists.**
- 4.5.1. An eligible list shall be prepared indicating the names of those candidates qualifying for appointment, ranked based on the selection process. New names may be added to the list from time to time upon obtaining additional qualified candidates pursuant to the selection process. Names of eligibles accepting other than regular full-time appointment shall remain on the eligible list during the life of said list, unless removed for other reasons.
- 4.5.2. The eligible list shall be maintained for the duration specified by the Human Resources Office.
- 4.5.3. The Human Resources Office may remove or withhold from certification the name of an eligible on an eligible list for any legitimate reason. Whenever the name of an eligible on a list is removed or withheld from certification, the person whose name is removed shall be informed of the action and the reasons therefore, via letter forwarded to the last address of record.
- 4.5.4. When vacancies in the classified service occur, the department manager may submit a request for a list of eligibles to fill the vacancy. Upon receipt of this request, the Human Resources Office shall certify in writing the names of eligibles on the appropriate eligible list who are willing to accept the position for which certification is requested. Eligibles may be required to submit to additional

objective methods to determine the qualifications of applicants, including without limitation, written tests, physical agility tests, oral examinations, panel interviews, assessment center and oral interviews.

- 4.5.5. Whenever an eligible list contains fewer than three (3) qualified candidates, the department manager may request that a new eligible list be prepared. The City may in its discretion cause a new list of eligibles to be generated in the event the City believes the circumstances warrant a new list. Such circumstances include but are not limited to: the age of the eligible list, an inadequate number of candidates, and changing job requirements.

4.6. **Appointment.**

- 4.6.1. The City Manager is the only City employee authorized to hire. All candidates recommended for appointment by a department head may be interviewed by the City Manager or their designee prior to appointment. This includes part-time, temporary, seasonal and promotional appointments.

- 4.6.2. The City Manager may appoint any qualified applicant from the list of eligibles to a regular position in the classification for which the applicant is qualified. Positions may be full-time or part-time, depending on the needs of the City. In the absence of a list of eligibles, the City Manager may make temporary appointments pending development of a new list.

4.7. **Oath of Office.**

Every employee of the City, before entering upon their duties shall take the constitutional oath, with said oath to be filed with the Human Resources Department.

4.8 **Police Officer Recruitment Bonus.**

Any member of the Police Department (PD) staff, excluding the Police Chief, is eligible to receive a Recruitment Bonus, if they successfully recruits an applicant who is offered and accepts employment with the City of Fort Bragg, as a Police Officer. The recruiting PD staff member seeking the bonus must submit an acknowledgment of recruitment efforts and a letter of recommendation for the Police Officer applicant on or before the last day the position is open or if the recruitment is continuous, prior to any contact by Human Resource or PD staff for an interview. If more than one PD staff member submits a timely acknowledgement-recommendation letter for a successful recruit, the employees will split the bonus amount equally. PD staff who attend job fairs or other recruitment events representing the City of Fort Bragg are not eligible for the recruitment bonus for any applicant who attended the same event.

The bonus will be paid in two payments. The first payment of \$2,000 will be paid to the PD employee after the successful recruit has signed the final offer letter. A second payment of \$2,000 will be paid upon successful completion of the Field Training program by the recruit. Both payments will be subject to payroll withholding taxes, including FICA, Medicare, and State and Federal Income Tax.

This bonus program may be rescinded by City Administration, if and when it is determined unnecessary based on market conditions for hiring police officers.

4.9 Police Officer Hiring Bonus

Candidates for Police Officer are eligible for a hiring bonus upon signing a final offer of employment from the City. Successful Candidates will receive the bonus in their first paycheck, subject to repayment of 50% or half the total bonus if the new hire does not successfully complete the 18-month probationary period. For lateral candidates, those with experience and a Basic POST certificate, the bonus is \$6,000. For recruit candidates, those without experience and/or no POST certificate, the bonus is \$5,000. The bonus will be subject payroll withholding taxes, including FICA, Medicare, and State and Federal Income Tax.

This bonus program may be rescinded by City Administration, if and when it is determined unnecessary based on market conditions for hiring police officers.

Section 5. PROBATIONARY PERIOD

5.1. Purpose.

The probationary period shall be an integral part of the examination process and shall be utilized as an opportunity to observe the employee's work, to provide special training, to assist the employee in adjusting to the new position, and reject any employee whose work performance, adaptation or personal conduct fails to meet required standards. A probationary employee shall have no rights of tenure and may be terminated without cause, without notice, and without any right of appeal. Probationary periods do not apply to "at-will" employment, which can be terminated at any time with or without cause.

5.2. Duration.

5.2.1. Initial Probationary Period. All regular employee initial appointments to regular full-time positions in the classified service shall be subject to a 12-month probationary period. All Police Department employee (sworn and nonsworn) initial appointments to regular full-time positions in the classified service shall be subject to an 18-month probationary period.

5.2.2. Promotional Probationary Period. All regular employee promotional appointments a new classification of employment shall be subject to a six-month probationary period. All Police Department employee (sworn and nonsworn) promotional appointments a new classification of employment shall be subject to a 12-month probationary period.

5.3. Extension.

An employee's probationary period may be extended for a period of up to six (6) months by the department manager upon approval by the Human Resources Office to allow further observation of an employee's work performance or as otherwise appropriate. Upon such extension, the employee shall be notified in writing. Periods of time during unpaid absences shall automatically extend the

probationary period by the number of days of the absence. Further, periods of time on paid leave exceeding ten (10) working days shall automatically extend the probationary period by the number of days that the employee is on leave.

5.4. **Promotional Probationary Period.**

When a regular employee is promoted, a promotional probationary period shall begin on the effective date of the promotion. During the probationary period of a promoted employee, the department manager may recommend that the employee be demoted to the former position, range and salary if the employee's performance and/or conduct do not meet the standards set for the position to which the employee was promoted. Such recommendation shall be made in writing and shall be approved by the Human Resources Office. An employee on promotional probation shall have no rights of tenure in the promotional position and may be returned to their former position without cause, without notice and without any right of appeal.

5.5. **Probationary Period after Demotion.**

If an employee has not attained regular status in the class to which demoted, the employee shall then be required to complete the normal probationary period, less any service previously accrued in such lower class.

5.6. **Action at End of Probationary Period.**

Prior to the end of the employee's probationary period the department manager shall take any one of the following recommendations to the City Manager:

- (1) Affirm in writing that the services and conduct of the employee have been found to be satisfactory and recommend that the employee be given regular status.
- (2) Recommend termination of the services of the employee serving an initial probationary period.
- (3) Recommend demotion and/or transfer of a promoted employee. Demotion shall be made to the employee's former class and pay step.
- (4) Recommend an extension of the employee's probationary period, as provided herein.

Section 6. NON-CLASSIFIED APPOINTMENTS

- 6.1. The City may make appointments which are provisional, seasonal, temporary, or emergency or on a transitional basis whenever it has a legitimate need to do so. Such appointments shall not attain regular status. Such positions shall be deemed "at will."
- 6.2. At will positions are not subject to the job protections described in these Rules, including process and rules for recruitment, discipline, termination, probationary periods, testing and appointment from eligible lists. The employment of at will

personnel may be terminated at any time, for any legal reasons, and without any requirement of demonstrating "good cause." At will employees have no right to appeal any discipline or termination.

Section 7. MANAGEMENT AND CONFIDENTIAL APPOINTMENTS

- 7.1. Appointments to management and confidential positions reporting directly to the City Council or City Manager are not subject to the Rules regarding recruitment, selection, testing and eligible lists.
- 7.2. Confidential positions are those positions which are privy to information that affects employee relations.
- 7.3. Management positions may be designated as "at will" (consistent with the Municipal Code).

Section 8. TRANSFERS, REASSIGNMENTS AND REALLOCATIONS

- 8.1. Whenever it is found necessary to transfer or reassign an employee from a position in one class to a position in another class, such transfer or reassignment may be made provided both positions are of the same rank, there is no increase or decrease in compensation, and the employee has demonstrated that they possesses the skills and aptitudes required for the position to which they is to be reassigned. Such transfers or reassignments may be initiated by an employee's request, department manager's request or by City management. Such transfer or reassignment may be made only when approved or recommended by both department managers involved (if more than one is involved), reviewed by the Human Resources Office and approved by the City Manager. The employee requesting a transfer must meet the minimum qualifications for the position.
- 8.2. In the event of a reallocation of a part-time position to a full-time position, the City Manager may reclassify the incumbent part-time employee to full-time or utilize the selection process to fill the reallocated position.
- 8.3. Depending on the circumstances, transferring an employee to another vacant position may be a reasonable accommodation, as defined by applicable laws.

Section 9. REINSTATEMENT AFTER RESIGNATION

- 9.1. An employee who has resigned in good standing from City employment may be eligible for reinstatement to a former position or a position of the same class in another department without reexamination. To be eligible for reinstatement, the employee must make a request for reinstatement. The City, in its discretion, may refuse a request for reinstatement for any reason. Such reinstatement and the conditions of reinstatement must be approved by the City Manager.
- 9.2. Probationary Period. A reinstated employee shall be required to complete a full probationary period after reinstatement.

Section 10. PERFORMANCE EVALUATION PROGRAM

- 10.1. The City may require employees to undergo performance evaluations every 12 months after the probationary evaluation, throughout their employment. This policy is to be used as a guideline, and failure to receive performance evaluations at 12-month intervals does not create a right of appeal. The City shall prescribe appropriate forms for completing performance evaluations. The City's performance evaluation program includes an opportunity for employees to discuss their concerns with department managers, upon request.
- 10.2. Where appropriate, performance evaluations may include an evaluation of the employees which addresses the criteria for merit salary advancements as set forth in Section 12.4.1.
- 10.3. Probationary Evaluation. Upon completion of six months probation (whether initial or promotional) the department manager shall report in writing an evaluation of the employee's work performance and conduct. The probationary employee shall be advised by the appropriate supervisor of that evaluation.
- 10.4. Performance evaluations shall be maintained in employee personnel files. Employees may submit rebuttals to their performance evaluations, and the rebuttals shall also be maintained in the personnel files with the performance evaluations.

Section 11. FITNESS FOR DUTY EVALUATIONS

- 11.1. The City, at its expense, may require an employee to undergo a fitness for duty evaluation for any reasonable cause.

Section 12. COMPENSATION

- 12.1. The City has prepared a Merit Salary and Compensation Plan, approved by the City Council. In accordance with the City's Municipal Code, the City Manager administers and maintains this Plan and may request appropriate revisions to the Plan as often as necessary to assure that the Plan provides uniform and equitable compensation rates and policies.
- 12.2. The official wage rates for all employees shall be calculated on the basis of the biweekly rates applicable and comparable to the salary range established for each class in the Merit Salary and Compensation Plan.
- 12.3. A newly hired employee shall be compensated at the base or minimum rate on the salary range to which the employee's class is allocated. If exceptional recruitment difficulties are encountered, or exceptional qualifications of a candidate for employment indicate that a higher hiring rate would be in the City's best interest, appointment at a higher rate in the salary range may be authorized by the City Manager.
- 12.4. Merit Salary Advancements. Salary ranges are intended to furnish administrative flexibility in recognizing individual differences among positions allocated to the same class, in providing employees incentive, in rewarding

employees for meritorious service, and in meeting emergency conditions requiring pay adjustments.

12.4.1. Merit salary advancements shall be made in accordance with the provisions of this section and in accordance with the following criteria:

- (1) Unsatisfactory Performance means that on an overall basis, the employee has, during the review period, performed in a manner significantly below the level to be expected considering the employee's previous experience, tenure in the class and the employee's duties and responsibilities, and that it appears to be reasonably certain that the employee is either unwilling or unable to perform satisfactorily. Employee requires excessive supervisory guidance and direction.
- (2) Needs Improvement means that over significant periods of time during the review period, the employee has not performed up to the level to be expected, considering the employee's tenure in the class and job duties and responsibilities and that the employee has failed to meet certain job requirements standards. The employee's potential for satisfactory performance appears to be good.
- (3) Satisfactory Performance means that the employee's overall performance during the review period has been at the level expected considering the employee's previous experience, tenure in the class and job duties and responsibilities. The employee is generally meeting position standards in a steady and reliable manner.
- (4) Above Satisfactory Performance means that the employees overall performance, during the review period, consistently met all minimum standards and often exceeded expected levels of performance considering the employee's previous experience, tenure in the class and job duties and responsibilities.
- (5) Exceptional Performance means that an employee's overall performance during the review period has consistently exceeded expected levels of performance considering the employee's previous experience, tenure in the class, and job duties and responsibilities.

12.4.2. Salary advancements within an established range shall not be automatic, but shall be based upon satisfactory job performance as determined, and supported in writing, by the employee's supervisor, the recommendation of the department manager, review by the Human Resources Office and approval of the City Manager.

12.4.3. Merit salary advancements shall occur in accordance with the following procedures:

- (1) Initial Probationary Employees. Probationary (both initial and promotional) employees shall be eligible for merit salary advancement upon the completion of six (6) months of service within that class. Such employees shall be eligible for subsequent merit salary advancements

upon the completion of subsequent twelve 12 month service intervals, except as otherwise provided in these Rules.

- (2) **Single Step Increments.** Merit salary advancements shall be granted in single step increments within the salary range for a particular class based upon performance. An employee may receive a merit salary adjustment in excess of one step, a maximum of one (1) time during such employee's tenure in a given class in recognition of outstanding service.
- (3) **Reduction Increments.** An employee who is being paid at a salary rate higher than the base rate established for the class may be reduced in increments of two and one-half percent (2-1/2%) upon the recommendation of the department manager and approval of the City Manager. Such action shall cause the employee to receive a new merit review date. The new date shall be based upon the effective date of their reduction. Such salary reduction shall be consistent with the Rules pertaining to disciplinary actions contained herein.

- 12.5. These Rules do not preclude the creation of separate management pay plans which, if adopted by the City Council, must be administered as separate compensation plans in accordance with the procedures adopted for such plan(s) by the City Council.
- 12.6. **Salary on Promotion.** An employee who is promoted to a position in a class allocated to a higher salary range than the class to which the employee was formerly assigned shall receive the nearest higher monthly salary in the higher salary range. The employee shall be given a new merit review date for future merit salary advancement purposes. The new date shall be based upon the effective date of the promotion.
- 12.7. **Salary on Transfer.** An employee who is transferred from one position to another in the same class or to another position in a class having the same salary range shall be compensated at the same step in the salary range as previously received. The employee's merit review and anniversary date shall not change.
- 12.8. **Salary on Suspension without Pay.** Any employee who has been suspended for disciplinary reasons shall not receive pay for the duration of the suspension; nor shall any benefits which are calculated based on hours worked be credited to the employee, including, but not limited to, sick leave, vacation, retirement, or disability insurance, during the period of suspension. Should such suspension be later modified or revoked, the employee shall be entitled to receive payment to compensate for loss of income and benefits during the period of suspension.
- 12.9. **Salary on Demotion.**
- 12.9.1. **Involuntary.** An employee who is involuntarily demoted shall receive a salary adjustment as determined by the Human Resources Office. The employee shall be assigned a new merit review date based upon the effective date of the demotion.

- 12.9.2. Voluntary. An employee who is demoted upon personal request shall receive a salary reduction to the nearest lower monthly salary in the salary range for the class to which demoted if the maximum salary for the class to which demoted is less than the employee's current salary rate; or shall continue to earn the current rate of pay if the current rate is the same or less than the maximum rate of the class to which demoted. The employee shall retain the merit review date applicable to the higher position.
- 12.10. Salary on Position Reclassification. When a regular or probationary employee's position is reclassified and the employee is appointed to the new position, the salary rate shall be determined as follows:
 - 12.10.1. Higher Range. If the position is reclassified to a class with a higher salary range than the previous class, the salary and merit review date shall be set in the same manner as if the employee had been promoted.
 - 12.10.2. Equal or Lower Range. If the salary of the employee is the same or less than the maximum of the new class, the salary and merit increase eligibility date of the employee shall not change. If the salary of the employee is more than the maximum of the new class, the salary of the employee shall not change, and the compensation rate shall be frozen until such time as the maximum rate for the classification exceeds the salary of the employee.
- 12.11. Salary for Portion of Pay Period. A non-exempt employee serving on a full-time basis who works less than a full pay period, except when on authorized leave of absence with pay, shall receive as compensation for such period an amount equal to the number of hours worked times the employee's hourly rate. For exempt employees absent from work for a period of less than one day duration, the amount of compensation paid to said employee shall not be subject to a deduction even though the absence cannot be covered or paid through accumulated vacation, sick leave or compensatory time off (unless it is determined in accordance with law that such deduction will not result in the loss of exempt status of the employee).
- 12.12. Adjustment Effective Date. Salary adjustments specified above shall be given at the beginning of the payroll period immediately following the employee's merit review date.
- 12.13. Travel and Other Business Expenses. Prescribed rates of pay do not include allowances for official travel or other expenses incurred on City business, or allowances made to employees for the official use of personally owned automotive equipment. Employees shall be reimbursed for such expenses as approved by the City in such amounts as designated by City Council policy regarding reimbursement of such expenses.
- 12.14. Pay for Part-Time Work. Employees who work on less than a full-time basis shall be paid on an hourly basis at an hourly rate prescribed in the Compensation Plan.
- 12.15. Temporary Assignment. If an employee is temporarily required to perform the duties of a higher-paid position for a period in excess of four (4) work days, said

employee shall receive additional compensation equal to five percent (5%) of their current salary or the salary of the employee so replaced, whichever is less, for the entire period of such assignment. The Human Resources Office shall be notified in writing by the department head prior to each such temporary assignment. The Human Resources Office will prepare a Personnel Action Form for approval by the Department Head and City Manager.

Section 13. WAGE AND HOUR BENEFITS / OVERTIME

- 13.1. The City is committed to observing all of its obligations under the Fair Labor Standards Act ("FLSA"). These rules, as well as all applicable provisions in the Memoranda of Understanding and all City pay practices, shall comport with, and shall be interpreted to ensure the minimum requirements of the FLSA.
- 13.2. The City designates as "FLSA Exempt" those employees who work in professional, executive or administrative capacities and who are therefore not entitled to overtime compensation under the FLSA. Except when necessary to address an emergency or special circumstances, employees who are entitled to overtime compensation under the law may not work outside of regularly scheduled working hours, or during unpaid meal periods, without the prior authorization of a supervisor. In any event, employees shall report overtime work as soon as possible after the work is performed. Violations of this Rule may result in discipline, up to and including termination of employment.

Section 14. ATTENDANCE / MEAL PERIODS / REST PERIODS

- 14.1. Workweek.
 - 14.1.1. The basic workweek for full time employees shall be forty (40) hours per week, in a seven-day period. The workweek commences at 12:01 a.m. every Sunday a.m., and is a regularly recurring seven (7) day period ending at 12 Midnight every Saturday p.m.
 - 14.1.2. The City shall establish and may modify regular working hours for its employees. The City may require employees to work overtime and to perform standby responsibilities. Employees shall be responsible for reporting to work on time, and observing the work schedule established for their department.
- 14.2. Meal Periods. Unless otherwise established for a department or particular employees, employees shall receive a thirty (30) to sixty (60) minute meal period that shall not be compensated. During the meal period, the employee shall be completely relieved of duties. If the employee is authorized in advance and performs work during the meal period, the employee shall be compensated for such time. Meal periods may not be used to shorten the workday unless the employee obtains express prior approval from their supervisor.
- 14.3. Rest Periods. Unless otherwise established for a department or particular employees, employees shall have a fifteen (15) minute rest period for each half of their shift, as scheduled by the department director. The rest period may be interrupted or cancelled if necessary to complete work and shall be compensated

time. The rest periods may not be combined or used to shorten the workday – e.g., by taking a break at the beginning or end of the workday.

Section 15. LEAVES

15.1. General Provisions

- 15.1.1. Employees are expected to be at work at scheduled times. To ensure public accountability and the integrity of public service, all employees are expected to account for their absences from work. Unless otherwise specified, leave time is chargeable in increments of one-fourth (.25) hours.
- 15.1.2. Leaves shall be subject to approval by the Department Head (or designee), and scheduled in advance whenever possible, with due regard for the City's service needs.
- 15.1.3. The City may employ any reasonable measure to ensure employees are properly accounting for leaves, including requiring reasonable proof that the basis for the leave is legitimate. Employees may be required to submit a medical certification of sickness supporting a request for sick leave. The City may require a fitness for duty certification from any employee returning from medical leave. Abuse of leave privileges, including working for a secondary employer while on sick leave, may subject an employee to disciplinary action, up to and including termination of employment.
- 15.1.4. Leave benefits are available only to regular, or probationary, employees, but are not available to seasonal, temporary or emergency employees. Regular part-time employees working more than 21 hours per week on average are eligible for the same leave benefits as regular full-time employees based on a proration of average hours worked (in accordance with Section 22).
- 15.1.5. Employees eligible for leave shall accumulate leave from the date of the employee's initial appointment to a full-time, regular or probationary position.

15.2. Available Leave Categories

The City provides the following leave categories: (a) sick leave with pay; (b) sick leave without pay; (c) jury duty leave; (d) administrative leave with pay; (e) personal leave without pay; (f) bereavement leave; (g) vacation leave; (h) holiday; (i) compensatory time off; (j) family medical leave; (k) pregnancy disability leave/parental leave; (l) service-connected injury or illness leave;(m) military leave; and (n) school activity leave.

- 15.2.1. Sick Leave with pay: Full time employees generally accrue sick leave at the rate of eight (8) hours monthly/ninety-six (96) hours annually. An employee shall begin to accrue sick leave on the date of commencement of employment, and shall be eligible to use leave ninety (90) days after the commencement of employment.
- 15.2.2. Sick leave may only be used in cases of actual sickness or disability, unless otherwise provided below. Employees unable to report to work must notify their

immediate supervisors not later than one hour before work is scheduled to begin, if possible, or by whatever method is established by the supervisor.

- 15.2.3. An employee may use a maximum of forty-eight (48) hours of sick leave per calendar year to attend to an illness of a child, parent, sibling, spouse or domestic partner, grandparent or grandchild of the employee. An employee who is a victim of domestic violence, sexual assault, or stalking may use a maximum of twenty-four (24) hours of sick leave per calendar year to tend to any related issues, including leave and court appearances.
- 15.2.3.1. Integration of Benefits. If an employee is on sick leave and is receiving SDI payments, the employee may continue to receive full pay from the City by requesting that the maximum weekly disability benefits be supplemented by the use of sick leave benefits. Under this option, the employee would tender their SDI payments to the City and the City would then continue to issue paychecks and deduct the value difference between the SDI payments and the employee's regular pay from the employee's sick leave allotment.
- 15.2.3.2. If an employee is determined to be eligible for disability retirement, the employee shall not be permitted to exhaust paid sick leave balances prior to retiring.
- 15.2.3.3. Sick Leave with pay for employees other than full-time employees: Employees other than full-time employees (e.g. part-time, seasonal, and/ or temporary workers) shall accrue and be able to use sick leave consistent with the requirements of the Healthy Families Act of 2014 (California Government Code Sections 245-249.) These employees shall begin to accrue sick leave on the date of commencement of employment, and shall accrue one hour for every thirty (30) hours worked. Employees shall be eligible to use paid sick leave no sooner than ninety (90) days after commencement of employment. Employees may use a maximum of three (3) sick leave days in one calendar year. These employees shall be able to use paid sick leave for the same reasons for which full time employees shall be able to use paid sick leave.
- 15.2.3.4. Employees may carry over up to six (6) days of sick leave to the following calendar year. If an employee is subject to a memorandum of understanding (MOU) provision or resolution provision that is more generous than this provision, the MOU or resolution will govern.
- 15.2.3.5. Sick leave shall not be paid out upon an employee's separation from the City. If an employee is subject to a MOU or resolution provision that is more generous than this provision, the MOU or resolution will govern.
- 15.2.4. Sick Leave without Pay. In the event paid balances are exhausted, and at the employee's request and the City's discretion, employees may be placed on sick leave without pay. Employees in such status do not accrue vacation or other benefits, or receive service credit and may be required to pay for all fringe benefits, such as health plan premiums, during the period of their leave without pay (unless the leave qualifies for Family and Medical Leave as set forth in these Rules). When the employee seeks to return to work from such leave, the City may require that the employee provide medical certification of their fitness to perform their duties. The City may require the employee to undergo a fitness for

duty examination before returning to work. If the employee is not fit to perform their duties, the City may consider placing the employee in another position, if available or separate the employee in accordance with applicable law.

- 15.2.5. Jury Duty. Employees summoned by state or federal court to jury duty shall be entitled to full pay during the period of jury service. Employees must keep their supervisors informed of their jury service schedule, and shall provide proof of jury service to the City upon request. Employees may retain such payment as may be allowed for travel, lodging and meal expenses. The employee is not required to submit to the City compensation received from the court for jury duty.
- 15.2.6. Administrative Leave with Pay: The City in its discretion may place an employee on administrative leave with pay. Employees on such leave shall be subject to the City's instructions during the employee's normal working hours.
- 15.2.7. Personal Leave without Pay. The City in its discretion may permit employees to be on personal leave without pay for a maximum of ninety (90) working days. Permission for such leave must be obtained in writing. Employees in such status do not accrue vacation or other benefits, or receive service credit and may be required to pay for all fringe benefits, such as health plan premiums, during the period of their leave without pay. Employees shall be entitled to take personal leave without pay when required by applicable law.
- 15.2.8. Bereavement Leave. The City shall grant leaves of absence with pay up to three (3) days when a member of the employee's or employee's spouse or domestic partner's immediate family dies. "Immediate family" means parent, current spouse or domestic partner, child, stepchild, grandparent, grandchild, brother, sister, step-siblings, current mother-in-law or current father-in-law, current son-in-law, daughter-in-law, sister-in-law or brother-in-law. The City, in its discretion, may require some proof that a death in the family has occurred. Bereavement leave is available only within seven (7) days of the death or funeral, unless the employee has made arrangements with the City regarding its use at a later date. In the event of unusual travel requirements, the City Manager may approve a total of five (5) total working days leave.
- 15.2.9. Vacation Leave.
 - 15.2.9.1. Earned and accrued vacation leave may be taken as it accrues.
 - 15.2.9.2. Employees accrue vacation at the following rates:
 - (1) 3.39 hours per pay period for less than three consecutive years of service i.e. 0-36 months;
 - (2) 4.62 hours per pay period for three or more consecutive years of service and less than 10 years of service i.e. 37-120 months;
 - (3) 6.16 hours per pay period for 10 or more consecutive years of service i.e. more than 120 months.

- 15.2.9.3. Scheduling of vacations must be made in consideration of departmental workload.
- 15.2.9.4. Employees who separate from service shall be cashed out of their accrued but unused vacation at the employee's hourly rate at the time of separation from City service.
- 15.2.10. Holidays.
- 15.2.10.1. The City observes the following legal holidays, which are available to those employed at least thirty (30) days prior to the date of the holiday:
- (1) New Year's Day
 - (2) Martin Luther King Jr. Birthday
 - (3) President's Day
 - (4) Memorial Day
 - (5) Independence Day
 - (6) Labor Day
 - (7) Indigenous Peoples' Day
 - (8) Veteran's Day
 - (9) Thanksgiving Day
 - (10) Day After Thanksgiving
 - (11) Day before Christmas
 - (12) Christmas
- 15.2.10.2. Legal holidays falling on a Saturday are observed on Friday. Legal holidays falling on a Sunday are observed on Monday. To qualify for holiday pay, employees must have completed thirty (30) days of service, be on paid status on the regularly scheduled workday before and after the legal holiday, unless the absence is with the written permission of the City, or due to illness. Holidays occurring during an employee's vacation will be treated as a paid holiday. In recognition of differing work scheduled for safety and non-safety shift work employees, holidays may be specified to occur on the actual legal date.
- 15.2.10.3. Employees working on a holiday with City approval will be entitled to an "in lieu" holiday that may be taken on another date, within the fiscal year, subject to supervisory approval. In lieu holidays may not be carried over to another fiscal year, and are lost unless used prior to the end of the fiscal year.
- 15.2.10.4. Management employees who are required to work an established holiday may take equivalent time off on a subsequent regular work day with the approval of the department manager or City Manager.
- 15.2.11. Compensatory Time Off. Represented employees with agreements between the City and labor associations may be entitled to compensatory time off (CTO). Employees should consult their MOU, or contact the Human Resources Office regarding CTO.
- 15.2.12. Family and Medical Leave. The City will provide family and medical care leave for eligible employees in accordance with the requirements of the Family and

Medical Leave Act ("FMLA"), and the California Family Rights Act ("CFRA"). The City's policy on Family and Medical Leave is set forth in Section 16.

- 15.2.13. Pregnancy Disability Leave/Parental Leave.
- 15.2.13.1. Pregnancy Disability Leave. The City shall provide pregnancy disability leave to eligible employees in accordance with applicable law. An employee who is disabled by pregnancy may take a maximum of four months off work for pregnancy disability, childbirth or related medical conditions. The employee also may be eligible for intermittent leave or a reduced work schedule during their pregnancy if medically necessary. Employees must notify their immediate supervisor of any medical restrictions caused by the pregnancy. The City may require that the employee provide a medical certification indicating there is a medical need for the employee to take the time off or receive accommodation while continuing to work. Pregnancy disability leave qualifies for leave under the FMLA but not under CFRA. During pregnancy disability leave, employees are entitled to FMLA benefits in accordance with the Family and Medical Leave policy.
- 15.2.13.2. Parental Leave. After the employee's pregnancy disability ends, the employee is eligible for CFRA leave, in accordance with the Family and Medical Care Leave policy, to care for a newborn. The City may require that the employee provide a medical certification indicating when the pregnancy disability ended. In addition, employees may request leave without pay to care for the newborn. Such requests may be granted within the discretion of the Human Resources Office in consultation with the employee and department manager.
- 15.2.14. Service-Connected Injury or Illness Leave. Employees suffering injuries in the course and scope of their work may be entitled to workers' compensation benefits in accordance with state law. Employees having questions should contact the Human Resources Office.
- 15.2.14.1. Integration of Benefits. If an employee is on leave and is receiving workers' compensation payments, the employee may continue to receive full pay from the City by requesting that the maximum weekly disability benefits be supplemented by the use of sick leave benefits. Under this option, the employee would tender their workers' compensation payments to the City and the City would then continue to issue paychecks and deduct the value difference between the workers' compensation payments and the employee's regular pay from the employee's sick leave allotment.
- 15.2.14.2. Fitness for Duty. When an employee seeks to return to work after being on injury or illness leave, the employee must provide medical certification that they are physically able to perform the duties of their position. The City may require the employee to undergo a fitness for duty examination before returning to work. If the employee is not fit to perform their duties, the City may consider placing the employee in another position, seek the employee's retirement or separate the employee in accordance with applicable law.

- 15.2.14.3. **Work Week.** When on service-connected injury or illness leave, the employee's work week shall automatically become Monday through Friday, 8:00 a.m. to 5:00 p.m.
- 15.2.15. **Military Leave.** Military leave shall be granted in accordance with applicable state and federal law. In accordance with Military & Veterans Code section 395.02, employees may be eligible to receive their salary for the first 30 days of military leave. The City may adopt a policy providing pay beyond this 30-day limit. Employees on military leave shall accrue sick leave, vacation leave, holiday privileges and seniority for the first 180 days of military duty, in accordance with state law. After the first 180 days of military duty, employees shall not continue to accrue such benefits unless otherwise expressly provided by City policy.
- 15.2.16. **School Activity Leave.** Employees who are parents, guardians or grandparents of a child in kindergarten through grade 12 may take up to forty (40) hours per year, not exceeding eight (8) hours in a month, to participate in the child's school activities. The employee must use accrued vacation, floating holiday or compensatory time for this leave. Prior notice of the need for this leave must be given to the immediate supervisor.
- 15.2.17. **Voting Time.** Time off with pay to vote in any general, direct primary or presidential primary election shall be granted as provided by state law. Employees must give prior notice to their immediate supervisors of their need to take such time off.
- 15.2.18. **Other Authorized Leaves With Pay.** The City Manager or department manager may authorize employees to take leave with pay for training, conferences or meetings connected with City business. Authorized members of employee organizations may take leave with pay to meet and confer or consult with City representatives, and perform necessary representational functions at times prearranged and approved by their department managers.
- 15.2.19. **Unauthorized Leave of Absence.** Any unauthorized leave of absence by an employee from duty shall be grounds for disciplinary action and/or discharge. When an unauthorized leave of absence is caused by extenuating circumstances, such absence may be approved by the City Manager by a subsequent grant of leave, with or without pay. The subsequent approval is within the discretion of the City Manager. The employee must submit a written request for the retroactive grant of leave and include an adequate explanation of the reason for the leave.
- 15.3. **Accommodation For Employees With Disabilities**
- The City provides employment related reasonable accommodations to qualified individuals with disabilities within the meaning of the California Fair Employment and Housing Act and the Americans with Disabilities Act.
- 15.3.1 If an employee believes they has a disability, the employee may request a reasonable accommodation for that disability. Such requests should be submitted to the employee's department manager or Human Resources Office.

- 15.3.2 After receipt of reasonable documentation of disability and/or fitness for duty, the City will arrange for a discussion, in person or via telephone, with the applicant or employee, and their representative, if any. The purpose of the discussion is to work in good faith to fully consider all potential reasonable accommodations.
- 15.3.3 The City determines, in its sole discretion, whether reasonable accommodations(s) can be made, and the type of accommodations(s) to provide. The City will not provide accommodations(s) that would pose an undue hardship upon City finances or operations, or that would endanger the health or safety of the employee or others. The City will inform the employee of its decision as to reasonable accommodations(s) in writing.

Section 16. FAMILY AND MEDICAL LEAVE

16.1. Purpose.

The City will provide unpaid family and medical care leave for eligible employees in accordance with the requirements of state and federal law. Rights and obligations which are not specifically set forth below are set forth in the regulations implementing the Family and Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA"). Unless otherwise provided in this article, "Leave" under this article shall mean leave pursuant to FMLA and CFRA.

16.2. Eligibility.

In order to qualify for Family and Medical Leave, the employee must meet the following conditions:

- (1) The employee must have been employed by the City for twelve (12) months.
- (2) The employee must have actually worked at least 1,250 hours during the twelve (12) month period immediately before the date when the leave begins. Any time spent on leave during the 12 month period shall not count towards the 1,250 hours.

16.3. Type of Leave Covered.

Family and Medical Leave is permitted for the following reasons:

- (1) The birth of a child or to care for a newborn, or for placement of a child with an employee in connection with the adoption or foster care of a child.
- (2) Leave to care for a spouse, domestic partner, child or parent who has a serious health condition, or
- (3) Leave due to a serious health condition that makes the employee unable to perform the functions of the employee's position.

- (4) Leave for a "qualifying exigency" may be taken arising out of the fact that an employee's spouse, son, daughter, or parent is on covered active duty or call to active duty status; or
- (5) Leave to care for a spouse, son, daughter, parent, or "next of kin" who is a covered service member of the United States Armed Forces who has a serious injury or illness incurred in the line of duty while on active military duty or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces (this leave can run up to 26 weeks of unpaid leave during a single 12-month period) (under the FMLA only, not the CFRA).

16.4. **Definitions for purposes of this policy:**

- (1) "12-Month Period" means a rolling twelve (12)-month period measured backward from the date leave is taken and continuous with each additional leave day taken.
- (2) Single means a 12-month period which begins on the first day the eligible employee takes FMLA leave to take care of a covered service member and ends 12 months after that date.
- (3) The definition of "Child" as it applies to the applicable leave regulation are outlined below.
 - a. FMLA defines a child as under the age of 18 years of age, or 18 years of age or older who is incapable of self-care because of mental or physical disability. An employee's child is one for whom the employee has actual day-to-day responsibility for care and includes a biological or adopted or foster or step-child.
 - b. FMLA provides a child is "incapable of self-care" if they requires active assistance or supervision to provide daily self-care in three or more of the activities of daily living or instrumental activities of daily living-such as, caring for grooming and hygiene and bathing, dressing and eating, cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, and/or using telephones and directories.
 - c. CFRA defines a child as an employee's child for whom the employee has actual day-to-day responsibility for care and includes a biological or adopted or foster or stepchild. CFRA does not differentiate between over/age 18 or in terms of being capable/incapable of self-care because of mental or self-care. The child does not need to reside in the same household as the employee.
- (4) "Grandchild" means a child of the employee's child in CFRA.

- (5) "Parent" means a biological parent of an employee or an individual who stood in *loco parentis* (in place of the parent) to an employee when the employee was a child. This term does not include parents-in-law.
- (6) "Grandparent" means a parent of the employee's parent in CFRA.
- (7) "Sibling" means a person related to another person by blood, adoption, or affinity through a common legal or biological parent in CFRA.
- (8) "Spouse" means a husband or wife as defined or recognized under California State law for purposes of marriage.
- (9) "Domestic partner" means domestic partner as defined under California Family Code section 297 and 299.2, shall have the same meaning as "Spouse" for purposes of CFRA leave.
- (10) "Serious health condition" means an illness, injury or impairment, or physical or mental condition that involves:
 - a. Inpatient care (i.e., overnight stay) in the hospital, hospice, or residential medical care facility, including any period of incapacity (i.e., inability to work, or perform other regular daily activities due to the serious health condition, treatment involved or recovery therefrom); or
 - b. Continuing treatment by a health care provider: A serious health condition involving continuing treatment by a health care provider includes any one of or more of the following:
 - i. A period of incapacity (i.e., inability to work, or perform other regular daily activities due to serious health condition of more than three consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition), that also involves:
 - 1. Treatment two or more times within 30 days of the first day of incapacity, unless extenuating circumstances exist, by a health care provider, by a nurse or physician's assistant under direct supervision by a health care provider, or by a provider of health care services (e.g., a physical therapist) under orders of, or on referral by, a health care provider. The first in-person treatment visit must take place within seven days of the first day of incapacity; or
 - 2. Treatment by a health care provider on at least one occasion which must take place within seven days of the first day of incapacity and results in a regimen of continuing treatment under the supervision of the health care provider. This includes for example, a course of prescription medication or therapy requiring special equipment to resolve or alleviate the health condition. If the medication is over the counter, and can be initiated without a visit to a health care provider, it does not constitute a regime of continuing treatment.

- c. Any period of incapacity due to pregnancy or for prenatal care. This entitles the employee to FMLA leave, but not CFRA leave. Under California law, an employee disabled due to pregnancy is entitled to pregnancy disability leave up to a maximum of four months. After the birth of the baby, the employee is entitled to additional CFRA bonding leave up to a maximum of twelve (12) weeks. However, regardless of the length of time an employee takes leave for pregnancy disability and newborn care, under the FMLA and CFRA, the City's obligation to pay for health insurance, as explained below, is limited to a maximum of twelve (12) weeks over a twelve-(12) month period.)
 - d. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:
 - i. Requires periodic visits (defined as at least twice a year) for treatment by a health care provider, or by a nurse or physician assistant under direct supervision of a health care provider;
 - ii. Continues over an extended period of time (including recurring episodes of a single underlying condition); and
 - iii. May cause episodic rather than continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.). Absences for such incapacity qualify for leave even if the absence lasts only one day.
 - e. A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by a health care provider.
 - f. Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.
- (11) "Health Care Provider" means a doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State of California; an individual duly licensed as a physician, surgeon, or osteopathic physician or surgeon who directly treats or supervises treatment of a serious health condition; podiatrist, dentist, clinical psychologists, optometrists, and chiropractors, (limited to treatment consisting of manual manipulation of the spine to correct a subluxation, as demonstrated by X-ray to exist) authorized to practice in California and performing within the scope of their practice as defined under California State law; nurse practitioners and nurse-midwives and clinical social workers who are authorized to practice under California State law and who are performing within the scope of their practice as defined under California State law; Christian Science practitioners listed with the First Church of Christ, Scientist in Boston and Massachusetts; and any health care provider from whom an employer or group health plan's benefits manager will accept

certification of the existence of a serious health condition to substantiate a claim of benefits

- (12) "Covered active duty" means: (1) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with Armed Forces to a foreign country, or (2) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of a member of the Armed Forces to a foreign country under a call or order to active duty under certain specified provisions.
- (13) "Covered Service member" means (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred in the line of duty on active duty; or (2) a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.
- (14) "Outpatient Status" means, with respect to a covered service member, the status of a member of the Armed Forces assigned to either: (1) a military medical treatment facility as an outpatient; or (2) a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.
- (15) "Next of Kin of a Covered Service member" means the nearest blood relative other than the covered service member's spouse, parent, son, or daughter, in the following order of priority: Blood relatives who have been granted legal custody of the covered service member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered service member has specifically designated in writing another blood relative as their nearest blood relative for purposes of military caregiver leave under the FMLA.
- (16) "Serious Injury or Illness" (1) in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; or (2) in the case of a veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy, means a qualifying injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

16.5. **Amount of Leave**

16.5.1. Eligible employees are entitled to a total of twelve (12) workweeks (or 26 weeks to care for a covered service member) of leave during a twelve (12) month period. Where FMLA leave qualifies as both military caregiver leave and care for a family member with a serious health conditions, the leave will be designated as military caregiver leave first. Twelve (12) weeks means the equivalent of twelve (12) of the employee's normally scheduled work weeks. For eligible employees who work more or less than five (5) days a week or who work alternative work schedules, the number of working days that constitute twelve (12) weeks is calculated on a pro rata or proportional basis.

16.5.2. **Minimum Duration of Leave.** If leave is requested for the birth, adoption or foster care placement of a child of the employee, basic leave must be concluded within the first year of the birth or placement of the child. In addition, the basic minimum duration of such leave is two weeks. However, an employee is entitled to leave for one of these purposes (e.g. bonding with a newborn) for at least one day, but less than two weeks duration on any two occasions.

If leave is requested to care for a child, sibling, parent, spouse, domestic partner, grandchild, grandparent or the employee with a serious health condition, there is no minimum amount of leave that must be taken. However, the notice and medical certification provisions of this policy must be complied with.

16.5.3. **Spouses Both Employed by the City.** In any case in which a connubial couple are both employed by the City and are both entitled to leave, each employee is entitled to twelve (12) workweeks during a twelve (12) month period if leave is taken for the birth or placement for adoption or foster care of the employee's child (i.e., bonding leave.) This limitation does not apply to any other type of leave under this policy.

In any case in which a connubial couple are both employed by the City are entitled to leave, the aggregate number of workweeks of leave to which both may be entitled may be limited to 26 workweeks during any 12-month period if leave is taken to care for a covered service member.

16.6. **Intermittent Leave or Leave on a Reduced Work Schedule**

If an employee requests leave intermittently (a few days or hours at a time) or on a reduced leave schedule to care for an immediate family member with a serious health condition, the employee must provide medical certification that such leave is medically necessary. "Medically necessary" means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule. The leave may not exceed a total of twelve (12) weeks over a twelve (12) month period.

16.7. **Substitution of Paid Accrued Leaves**

16.7.1. Leave under this policy is unpaid. If an employee is on an unpaid FMLA/CFRA leave, they is required to use their accrued sick leave or vacation leave concurrently with FMLA/CFRA leave. Employees must use accrued sick leave

concurrently with the leave if the leave is for Pregnancy Disability or the employee's own serious health condition. .

- 16.7.2. If an employee is on a paid leave such as Workers Compensation, disability, Paid Family Leave, etc., employees may elect to use vacation, accrued sick leave and/or accumulated compensatory time to substitute for all or part of the otherwise unpaid leave under this policy. However, the City shall not require peace officers or firefighters to use Labor Code section 4850 leave concurrently with Family and Medical Leave.
- 16.7.3. If an employee takes a leave of absence for any reason which is FMLA/CFRA qualifying, the City may designate that leave as running concurrently with the employee's 12-week FMLA/CFRA leave entitlement, provided the City will notify the employee at the time of the designation, and the designation will not be made retroactively except as provided by law.
- 16.8. **Payment of Health Insurance Premiums While on Leave**
- 16.8.1. While an employee is on Family and Medical Leave and Pregnancy Disability Leave, the City shall maintain the employee's health insurance coverage on the same conditions as if the employee has been continuously employed during the entire leave period. If the employee's FMLA leave is unpaid, the City shall maintain the employee's health coverage for a maximum of twelve (12) weeks in a twelve-month period. If the employee's PDL is unpaid, the City shall maintain the employee's health coverage for a maximum of four months over the course of a 12 month period, beginning on the date of pregnancy disability leave begins.
- 16.8.2. In the event the an employee is disabled by pregnancy and also uses leave under the CFRA, the City will maintain the employee's health benefits while the employee is disabled by pregnancy (up to four months or 17 weeks) and during the employee's CFRA leave (up to 12 weeks).
- 16.8.3. If the employee would normally pay health insurance premiums, the City shall require payment from the employee while the employee is on leave.
- 16.8.4. Employees will not continue to be covered under the City's long-term disability and other non-health benefit plans unless employees make the appropriate contributions for continued coverage and said continued coverage is permitted by the particular plan(s).
- 16.8.5. An employee must return to work for a continuous period of at least one (1) month, otherwise they will not be classified as having returned to work. The City may recover its share of the health care premiums paid on behalf of the employee while the employee was on the leave. See Section 16.17
- 16.9. **Medical Certification**
- 16.9.1. Employees who request leave for their own serious health condition, or to care for a child, parent, or spouse or domestic partner who has a serious health condition, must provide written certification from a health care provider of the individual requiring care.

16.9.2. If the leave is requested because of the employee's own serious health condition, the certification must include a statement that the employee is unable to work at all or is unable to perform the essential functions of their position. In cases where employees request intermittent leave, employees must submit medical certification which states that such intermittent leave is needed due to the employee's serious health condition.

16.9.3. Employees who request leave to care for a covered service member who is a child, spouse, parent, or "next of kin" of the employee must provide written certification from a health care provider regarding the injured service member's serious injury or illness. The first time an employee requests leave because of a qualifying exigency, the City may require the employee to provide a copy of the covered military member's active duty orders or other documentation issued by the military which indicates that the covered military member is on active duty or call to active duty status in support of a contingency operation, and the dates of the covered military member's active duty service. A copy of new active duty orders or similar documentation shall be provided to the City if the need for leave because of a qualifying exigency arises out of a different active duty or call to active duty status of the same or a different covered military member.

16.10. **Time to Provide a Certification.**

16.10.1. When an employee's leave is foreseeable, the employee must provide the medical certification within thirty (30) days before the leave begins. When this is not possible, the employee must provide the requested certification within the time frame requested by the City.

16.10.2. Consequences for Failure to Provide an Adequate or Timely Certification. If an employee fails to provide a medical certification with the timeframe established in 16.10.1, the City may delay the taking of FMLA/CFRA leave until the required certification is provided. If an employee provides an incomplete medical certification the employee will be given a reasonable opportunity to cure any such deficiency. If the City does not receive a adequately completed medical certification in a timely manner, the City may deny the request for FMLA

16.10.3. **Second and Third Medical Opinions**

If the City has reason to doubt the validity of a certification, the City may require a medical opinion of a second health care provider chosen and paid for by the City. If the second opinion is different from the first, City may require the opinion of a third provider jointly approved by the City and the employee, but paid for by the City. The opinion of the third provider will be binding. An employee may request a copy of the health care provider's opinions when there is a second or third medical opinion sought.

16.11. **Recertification**

16.11.1. If the City has reason to doubt the validity of a medical certification provided by an employee, the City may require a medical opinion of a second health care provider chosen and paid for by the City. If the second opinion is different from the first, the City may require the opinion of a third provider jointly approved by

the City and the employee, but paid for by the City. The opinion of the third provider will be binding. An employee may request a copy of the health care provider's opinions when there is recertification.

16.11.2. Recertification may be requested under the following conditions:

- (1) When the basis for FMLA request has changed;
- (2) When the employee requests an extension of leave; or
- (3) At reasonable intervals requested by the City, but not to be more than every thirty (30) days, unless one of the aforementioned criteria also applies.

16.12. **Procedures for Requesting Leave.**

All employees requesting leave under this policy must submit proper Family and Medical Leave forms to the Human Resources Office. Although the City recognizes that emergencies arise which may require employees to request immediate leave, employees are required to give as much notice as possible of their need for leave. If leave is foreseeable, at least thirty (30) days notice is required. In addition, if any employee knows that they will need a leave in the future, but does not know the exact date(s) (e.g., for the birth of a child or to take care of a newborn), the employee shall inform their supervisor as soon as possible that such leave is needed. Such notice must be submitted in writing. If the City determines the notice of the employee is inadequate or the employee knew about the requested leave in advance of the request, the City may delay the granting of the leave until it can, in its discretion, adequately cover the position with a substitute.

16.13. **Accrual of Benefits While on Leave.**

Employees will not accrue benefits while in an unpaid leave status, including seniority rights, vacation and sick leave accrual.

16.14. **Reinstatement Upon Return From Leave**

16.14.1. **Right to Reinstatement.** Upon the expiration of leave, an employee is entitled to be reinstated to the position of employment held when the leave commenced, or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. Employees have no greater rights to reinstatement, benefits and other conditions of employment than if the employee had been continuously employed during the Family and Medical Leave period.

If a definite date of reinstatement has been agreed upon at the beginning of the leave, the employee will be reinstated on the date agreed upon. If the reinstatement date differs from the original agreement of the employee and City, the employee will be reinstated within two business days, where feasible, after the employee notifies the employer of their readiness to return.

16.15. **Employee's Obligation to Periodically Report on Their Condition**

Employees may be required to periodically report on their status and intent to return to work. This will avoid any delays in reinstatement when the employee is ready to return.

16.16. **Fitness for Duty Certification**

As a condition of reinstatement of an employee whose leave was due to the employee's own serious health condition, which made the employee unable to perform their job, the employee must obtain and present a fitness-for-duty certification from the health care provider that the employee is able to resume work. Failure to provide such certification may result in denial of reinstatement.

16.17. **Failure to Return From Leave.**

If an employee uses Family and Medical Leave and fails to return to work for the City, for a continuous period of at least one (1) month, the City may recover its share of health care premiums paid on behalf of the employee while the employee was on leave. The City reserves the right to seek reimbursement from the employee by any legal means.

16.18. **Reinstatement of "Key Employees"**

The City may deny reinstatement to a "key" employee (i.e., an employee who is among the highest paid 10 percent of all employed by the City within 75 miles of the work site) if such denial is necessary to prevent substantial and grievous economic injury to the operations of the City, and the employee is notified of the City intent to deny reinstatement on such basis at the time the employer determines that such injury would occur. This applies to FMLA only.

Section 17. PAID FAMILY LEAVE

17.1. **Eligibility.**

17.1.1. Employees who are covered by State Disability Insurance (SDI) are eligible for Family Temporary Disability Insurance (FTDI) benefits while taking care of family member(s). These benefits are paid by the State Employment Development Department. There is no requirement that the employee have worked for the City any particular length of time before being entitled to this leave. However, no employee can receive more FTDI benefits than they earned in wages during the base period for calculating benefits. Employees are not eligible if they are receiving State Disability Insurance (SDI), workers' compensation or private insurance payments in lieu of such payments.

17.1.2. Employees are eligible for this leave under the following circumstances:

- (1) For the birth and care of a newborn child, or the placement and initial care of an adopted or foster care child, or

- (2) To care for an employee's spouse, child, parent or registered domestic partner with a serious health condition. However, an employee is not eligible to receive FTDI benefits for any day that another family member is able and available for the same period of time that the employee is providing care.

17.1.3. Definitions of all applicable terms will be in accordance with state law relating to Family Temporary Disability Insurance (California Unemployment Insurance Code section 3300 et seq.).

17.2. **Request for Leave**

Requests for paid family leave must be approved in advance by the employee's supervisor and Human Resources Office. Since the need for the family leave is included within the need for Family Care and Medical Leave, the same procedures for making requests for Family Care and Medical Leave and scheduling of leave shall apply to requests for Paid Family Leave. As with Family Care and Medical Leave, the employee must submit medical certification to the City to justify the request for such leave.

17.3. **Duration of Paid Family Leave**

According to law, employees are entitled to a maximum of six (6) weeks paid family leave in a twelve-(12) month period. Such leave runs concurrently with Family and Medical Leave. An employee is not entitled to more than a maximum of twelve (12) weeks leave in a twelve (12) month period to care for a family member.

17.4. **Compensation During Leave**

According to law, employees are entitled to be paid FTDI benefits while on family leave, replacing approximately fifty-five percent (55%) of an employee's wages. Payment for these benefits is funded through employee contributions to SDI. The employee is solely responsible to apply for this compensation from the State Employment Development Department (EDD). The City has no obligation to ensure that employees receive FTDI payments.

17.5. **Integration of Benefits**

If an employee is on Paid Family Leave and is receiving FTDI benefits, the employee may continue to receive full pay from the City by requesting that the maximum weekly FTDI benefits be supplemented by the use of accrued paid leave benefits. Under this option, the employee would tender their FTDI payments to the City and the City would then continue to issue paychecks and deduct the value difference between the FTDI payments and the employee's regular pay from the employee's sick leave allotment.

17.6. **Waiting Period and Use of Vacation**

The law requires that there be a seven (7) day "waiting period" before an employee on family leave may begin receiving FTDI payments. If available,

employees must use two (2) weeks of earned and unused vacation before receiving FTDI benefits. The first week of vacation shall count as the "waiting period" before the employee may begin receiving FTDI payments.

Section 18. CATASTROPHIC LEAVE PROGRAM

18.1. Policy

This policy is designed to assist employees who have exhausted all forms of paid leave due to a serious, catastrophic illness, emergency circumstance or injury that affects the employee or the employee's immediate family member and requires the employee to be absent from work. The Catastrophic Leave Program allows other City employees to voluntarily donate sick leave or vacation to an employee who meets the eligibility requirements so that the recipient will be able to remain on a paid status for a longer period of time, or until the employee is receiving short or long term disability, or is able to retire.

Donation and use of catastrophic leave is at the City Manager's discretion. Donation and use of catastrophic leave requires the approval of the City Manager or their designee.

18.2. Eligibility for Personal Catastrophic Leave

18.2.1. The employee must meet the following requirements to be eligible for leave under this policy:

- (1) The employee must have been employed with the City and be considered actively employed by the City.
- (2) The employee must have a verifiable serious emergency circumstance or catastrophic illness or injury requiring an extended period of treatment or recuperation or the employee must be caring for an immediate family member as defined in Personnel Rules Section 15.2.8 who has a verifiable serious or catastrophic illness or injury. Serious or catastrophic illness or injury is one in which the employee or immediate family member is incapacitated and unable to work as certified by their physician for at least four (4) full workweeks. In addition, the employee must provide medical certification documents documenting the employee's serious or catastrophic illness or injury requiring an extended period of treatment or recuperation for at least (4) full workweeks.
- (3) In circumstances where an employee faces an extraordinary personal, or emergency situation requiring immediate consideration, the City Manager is authorized to approve the employee's eligibility for participation in the Catastrophic Leave Program. Such approval may be granted when the City Manager determines that the employee's situation constitutes an emergency or extraordinary circumstance resulting in substantial hardship or loss of income.

- (3) The employee must have exhausted all paid leave balances.
- (4) The employee may not be concurrently receiving short or long-term disability or similar benefit, including State Disability Insurance

18.3. **Conditions for Donating Leave.**

18.3.1. The following are the conditions for donating leave:

- (1) To be eligible to donate leave, an employee must have been employed for six months.
- (2) All donations of leave are voluntary. No employee shall be required to donate leave.
- (3) Vacation and sick leave are the only types of leave allowed for donation and shall be donated on the basis of 1 hour received for each hour donated. If an employee wishes to donate vacation or sick leave, the employee must retain a minimum balance of eighty (80) sick leave hours after donating. If donating vacation leave, the employee must retain a balance of 40 hours after donating.
- (4) A donating employee may donate a maximum of 100 hours total to a recipient employee per catastrophic event. Recipient employees may receive a maximum of 520 donated hours (3 months/13 weeks) per catastrophic event.

Donated leave will be credited to the receiving employee's leave balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee.

- (5) Once the leave is donated and posted to the receiving employee, the employee donating such leave shall irrevocably lose all rights and privileges to the donated leave hours.

18.4. **Procedures For Donating and Receiving Leave**

18.4.1. For donating employees:

- (1) A donating employee shall complete the donation form and submit it to the Human Resources Office.
- (2) The Human Resources Office will review the request and forward to the City Manager for approval.
- (3) After approval by the City Manager, the Human Resources Office will submit the donation request to payroll for processing.
- (4) Donated leave will be used only as needed.

- (5) Donated leave will be credited to the receiving employee from the donating employee in chronological order by the date approved by the City Manager.

18.4.2. For receiving employees:

- (1) Once the receiving employee's own paid leave balances have been exhausted consistent with this policy, the employee may collect donated leave.
 - (2) The receiving employee must be eligible for leave (meeting the requirements of Section 18.2.1 above) and willing to receive the donated leave.
 - (3) The medical reasons for the need for the donated leave or name of the staff will only be disclosed to City employees if the employee agrees to such disclosure, either verbally or in writing.
 - (4) The receiving employee will continue to be provided City-provided health and welfare benefits consistent with the City's Family and Medical Leave Policy.
- (5) All donated hours must be used on a continuous and uninterrupted basis until the earliest of the following occurs:
- a. All donated leave balances are exhausted; or
 - b. The employee returns to work; or
 - c. The employee begins receiving long-term disability benefits; or
 - d. The employee's employment terminates.

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18.5. **MISCELLANEOUS**

- (1) Catastrophic Leave donations are not tax deductible for the donor and all payroll taxes are the obligation of the recipient.
- (2) The recipient/donor must not have solicited nor accepted anything of value in exchange for the donation.
- (3) The Policy will be administered in a manner consistent with the Family Medical Leave Act/California Family Rights Act and applicable City leave policies and will not otherwise extend or alter an employees rights under those policies.
- (4) All donations shall remain confidential.
- (5) Donations will be deducted from the donor's balances as they are credited to the recipient. When the ~~employee~~employee returns to work on a regular basis or tenders notice of resignation or retirement, any hours remaining in

the catastrophic leave account will be refunded to the donors on a first-in-first basis, meaning the leave will be returned hour per hour to the last donation received.

- (6) Must have exhausted all earned leave balances (including sick, vacation, and compensatory time). However, the City Manager may approve the ~~solicitations~~solicitation and acceptance of sick and/or vacation donations prior to all balances being exhausted when the physician's statement and existing leave balances indicate that all such balances will be exhausted within the next two pay periods.

Section 19. LAYOFF AND RECALL POLICY

- 19.1. Whenever, in the sole judgment of the City Council, it becomes necessary to abolish any position due to a reorganization, lack of work or funds, or abandonment of activities, the employee holding said position may be laid off or demoted without the right of appeal. Whenever possible, employees will be given at least thirty (30) days notice of any layoff or demotion.
- 19.2. Order of Layoff.
 - 19.2.1. When a position has been abolished, any seasonal, emergency, probationary or temporary employee in that position classification shall be laid off first.
 - 19.2.2. The order of layoff of full-time regular employees shall be determined based on seniority and the employee's overall performance as a City employee. Any full-time regular employee who holds a position which will be abolished shall first be considered for reassignment to an existing vacancy in a lower or equal class, provided the employee is qualified for the vacant position and such vacancy exists. If reassignment is not feasible, and the layoff involves a position classification held by more than one person, layoffs will be made based on the following criteria. Selection for retention shall be based equally upon performance as determined and supported in writing by each supervisory level involved and upon seniority of service. Therefore, this policy does not preclude the retention of employees who have less seniority in the position classification which is the subject of reduction in force action. Seniority will be determined by including all periods of full time regular service at or above the classification level where the layoff is to occur.
 - 19.2.3. The following criteria shall be considered in evaluating performance:
 - (1) The employee's last four (4) written performance evaluations, if in existence.
 - (2) The history of an employee's written disciplinary actions during the last three (3) years.
 - (3) The employee's written record of attendance including patterns of sick leave usage, tardiness and unexcused absences during the last three (3) years.

- (4) If there are no performance evaluations, dated within the last year, the employee's current and past supervisors' evaluation of the employee's performance.
- 19.3. Re-employment List. Full-time regular employees who are laid off will have their names kept on a re-employment list for one (1) year from the date of layoff. Names shall be placed on the re-employment list in order of date of layoff. The re-employment list will be used by the City when a vacancy arises in the same or lower classification of position in the department where the layoff originally occurred. The City shall use this list before any other eligible list and before seeking general applications from others. The City, in its discretion, may extend the active period of the re-employment list.
- 19.4. This policy does not apply to at-will employees.

Section 20. DISCIPLINE / GENERAL RULES OF CONDUCT

20.1. General Rules of Conduct

It is expected that all employees shall render the best possible service and reflect credit on the City. Therefore, the highest standards of professional conduct are essential and expected of all employees.

20.2. Disciplinary Actions

20.2.1. The City may invoke the following types of disciplinary actions:

- (1) Oral Reprimand;
- (2) Written Reprimand;
- (3) Suspension Without Pay;
- (4) Reduction in Pay;
- (5) Demotion;
- (6) Disciplinary Probation; and
- (7) Discharge/Termination

20.2.2. Employees who are FLSA-exempt shall not be subject to disciplinary action that results in loss of pay unless the discipline reduces the salary in full work-week increments only.

20.2.3. Removal of a Written Reprimand from Personnel Records: At the request of the employee, records of written reprimand shall be removed from the employee's personnel file two (2) years after the date of the written reprimand, provided that the employee has received a satisfactory performance review for the subsequent two (2) years period from the date of the written reprimand and no further discipline (related or unrelated to the reprimand) has been initiated

20.3. **Grounds for Discipline**

20.3.1. Any employee holding a regular appointment in the Classified Service may be disciplined for good cause. City employees who are employed "at-will," or who are seasonal, temporary or probationary, are not subject to the requirement of good cause, and are not entitled to pre-discipline procedures or appeals. Such employees may be disciplined without reference to these provisions.

20.3.2. Good cause exists, not only when there has been an improper act or omission by an employee in the employee's official capacity, but when any conduct by an employee brings discredit to the City, affects the employee's ability to perform their duties, causes other employees not to be able to perform their duties, or involves any improper use of their position for personal advantage or the advantage of others. The type of disciplinary action shall depend on the seriousness of the offense and the relevant employment history of the employee. Causes for disciplinary action against an employee may include, but shall not be limited to, the following:

- (1) Misstatements or omissions of fact in completion of the employment application or to secure appointment to a position with the City;
- (2) Furnishing knowingly false information in the course of the employee's duties and responsibilities;
- (3) Inefficiency, incompetence, carelessness or negligence in the performance of duties;
- (4) Violation of safety rules;
- (5) Violation of any of the provisions of these personnel rules and regulations, department rules and regulations, City policies, ordinances or resolutions;
- (6) Inattention to duty;
- (7) Tardiness or overstaying lunch periods;
- (8) Excessive use of sick leave or use of sick leave that indicates an abuse of leave time (i.e. consistent use of leave on a Monday and Friday);
- (9) Being under the influence of an intoxicating beverage or non-prescription drug, or prescription drugs not authorized by the employee's physician, while on duty or on City property;
- (10) Disobedience to proper authority, refusal or failure to perform assigned work, to comply with a lawful order, or to accept a reasonable and proper assignment from an authorized supervisor;
- (11) Any violation of the City's Nondiscrimination Policy;
- (12) Unauthorized soliciting on City property;

- (13) Unauthorized absence without leave; failure to report after leave of absence has expired or after a requested leave of absence has been disapproved, revoked or canceled; or any other unauthorized absence from work;
- (14) Conviction of a felony, or a misdemeanor involving moral turpitude, or a violation of a federal, state or local law which negatively impacts the employee's ability to effectively perform their job or brings discredit to the City. (For purposes of this section, a misdemeanor conviction does not include a conviction based on a plea of *nolo contendere*);
- (15) Discourteous or offensive treatment of the public or other employees;
- (16) Falsifying any City document or record;
- (17) Misuse of City property; improper or unauthorized use of City equipment or supplies; damage to or negligence in the care and handling of City property;
- (18) Fighting, assault and/or battery;
- (19) Theft or sabotage of City property;
- (20) Sleeping on the job, except as specifically authorized for twenty-four (24) hour duty personnel;
- (21) Accepting bribes or kickbacks;
- (22) Engaging in outside employment which conflicts with an employee's responsibilities;
- (23) Intimidation or interference with the rights of any employee;
- (24) Outside work or any other activity or conduct which creates a conflict of interest with City work, which causes discredit to the City, negatively impacts the effective performance of City functions or is not compatible with good public service or interests of the City service;
- (25) Abusive or intemperate language toward or in the presence of others in the workplace;
- (26) Failure to obtain and/or maintain minimum qualifications for a position, including required licenses or certificates;
- (27) Any other conduct of equal gravity to the reasons enumerated above as determined by the City.

20.4. **Authority to Discipline**

Any authorized supervisory employee may institute disciplinary action for cause against an employee under their supervision in accordance with the procedures outlined in these Rules.

20.5. **Procedures for Disciplinary Actions**

In the absence of a process in a MOU, employees covered by this policy shall be governed by the following provisions:

20.5.1. Oral and Written Reprimand

20.5.1.1. In the case oral or written reprimand, the employee may respond by submitting a written rebuttal to be filed in the employee's personnel file. No oral response or appeal shall be permitted.

20.5.2. Notice of Intent to Discipline

20.5.2.1. For discipline greater in severity than an oral or written reprimand, the responsible Department Manager shall issue a written Notice of Intent to Discipline, describing the intended discipline, the basis for the discipline, and attaching any documents upon which the discipline is based. The Notice of Intent to Discipline shall state that the employee has a right to respond, either orally or in writing, before discipline is imposed.

20.5.3. Discipline in Severity of Five Working Days or Less

20.5.3.1. The responsible Department Manager shall set the pre-discipline meeting approximately one (1) week from the date of the Notice of Intent to Discipline, unless a different time and date is set by mutual agreement. The employee shall be entitled to a representative of their choice; provided, however, that the inability of a particular representative to attend the meeting shall not be a cause requiring a postponement of the meeting. At the meeting, the employee shall be provided the opportunity to respond to the charges and to present any new information for consideration by the Department Manager. Following the informal meeting, the responsible Department Manager shall provide the City Manager with a report of the pre-disciplinary meeting including a recommendation of discipline.

20.5.3.2. At some reasonable time after the employee has been provided an opportunity to respond to the charges, the City Manager shall issue a final notice of discipline. The notice shall include the final disposition, the effective date of the discipline and the facts upon which the discipline is based. No further appeal shall be permitted.

20.5.3.3. If the employee chooses to respond in writing rather than attend the pre-discipline meeting, the written response shall be reviewed and filed in the employee's personnel file. No further appeal shall be permitted.

20.5.4. Discipline in Severity of More than Five Working Days

20.5.4.1. For discipline that is greater in severity than a suspension of five (5) working days, a reduction in pay of five (5) working days or other more severe form of discipline as enumerated in Section 20.2.1, the City shall issue a Notice of Intent to Discipline, describing the intended discipline, the basis for the discipline and attaching any documents upon which the discipline is based. The Notice of Intent to Discipline shall state that the employee has a right to respond, either orally or

in writing, before discipline is imposed. The City shall set the pre-discipline meeting approximately one (1) week from the date of the notice, unless a different time and date is set by mutual agreement.

- 20.5.4.2. For discipline that is greater in severity than a suspension of five (5) working days, the City Manager shall designate a City official who is uninvolved in the matter who shall convene a meeting to review the employee's response and position before imposing discipline. The employee shall be entitled to a representative of their choice; provided, however, that the inability of a particular representative to attend the meeting shall not be a cause requiring a continuance of the meeting. At the meeting, the employee shall be provided the opportunity to respond to the charges and to present any new information for consideration by the City.
- 20.5.4.3. At some reasonable time after the employee has been provided an opportunity to respond to the charges, the City shall issue a final notice of discipline. The notice shall include the final decision, the effective date of the discipline and the facts upon which the discipline is based.

20.6. **Appeal of Disciplinary Action**

- 20.6.1. For a suspension in severity of more than five (5) working days, a reduction in pay of five (5) working days or other more severe form of discipline as enumerated in Section 20.2.1, employees shall have the right to appeal from the final notice of discipline. The notice of appeal must be received within seven (7) calendar days from the date of the final notice of discipline, or the right to proceed to the next appeal level under these Rules shall be forfeited and the discipline shall become final.
- 20.6.2. The appeal shall be heard by an independent hearing officer to be selected by the City.
- 20.6.3. The costs of the hearing officer shall be borne by the City. Either party may request that the matter be transcribed, and the requesting party shall bear the expense of the transcript and court reporter's fees. If the transcript is jointly requested by both parties, both parties will share equally in the expense of the transcript and court reporter's fees.
- 20.6.4. The hearing officer shall have the authority to convene the hearing, receive evidence through testimony and documents and to make findings of fact and conclusions about the discipline. Within two (2) months of the close of the hearing, the hearing officer shall serve a recommended decision on the City Manager and the employee. The hearing officer's decisions must contain detailed findings of fact relating to the disciplinary charges. The decision may include a recommendation regarding outcome, but the final decision regarding discipline rests with the City Manager. After consideration of the hearing officer's recommended decision, the City Manager shall issue a final decision in writing. The City Manager's decision is reviewable by administrative writ of mandamus within the timeframes established by law.

Section 21. APPEAL PROCEDURE FOR NON-DISCIPLINARY GRIEVANCES

- 21.1. This appeal procedure is intended to provide an avenue only for redress of complaints that the City has violated these Rules. Exhaustion of this appeal procedure is intended to provide an informal avenue for redress of complaints relating to these Rules, and to give the City an opportunity to investigate the complaint and correct any problems before they become more serious. However, this appeal procedure may not be used for any of the following: to appeal discipline, change wages, hours or working conditions; to challenge the content of employee evaluations; or to challenge a reclassification, layoff, transfer, denial of reinstatement or denial of salary increase.
- 21.2. Only regular employees in the Classified Service who have completed probation have access to this entire appeal procedure. At will and provisional employees do not have access to this procedure. Part time, seasonal and temporary employees may utilize this procedure up to the Human Resources Director/City Manager level only. The Human Resources Director/City Manager's decision regarding the grievance shall be final and binding.
- 21.3. Every effort should be made to resolve a grievance regarding these Rules at the point the grievance arises, through informal discussion between the grievant and their supervisor.
- 21.4. If the grievant is not satisfied with resolution of the matter after speaking with their supervisor, the grievant may present a formal written grievance to the Human Resources Office. The written grievance must be presented within fifteen (15) calendar days of the facts giving rise to the appeal. However, this time limit may be waived if agreed to by the City. The Human Resources Director/City Manager may, in their discretion, submit the grievance for response as the first step to a directly involved supervisor or other department representative.
- 21.5. Grievance appeals must be in writing, signed by the affected employee(s) and allege that the City has violated a specific provision of these Rules. Appeals must contain the specific facts upon which they are based. Appeals that fail to include these elements may be rejected on that basis.
- 21.6. The City Manager, or designee, will review the appeal and shall serve notice of a written response within fifteen (15) calendar days of receipt of the appeal.
- 21.7. If the appellant is dissatisfied with the City's first response, the appellant may submit a written appeal to the City Manager. The appeal must be received by the City Manager within fifteen (15) calendar days of the Human Resource Office's response.
- 21.8. The City Manager, or the Manager's designee, will review the appeal and shall serve notice of a written response within fifteen (15) calendar days of receipt of the appeal. The City Manager's decision shall be final.
- 21.9. No other grievance or appeal procedure may be used for matters within the scope of this appeal procedure.

- 21.10. The City shall not take any adverse employment action against an employee because the employee filed a grievance regarding alleged violation of these Rules.

Section 22. PART TIME SEASONAL AND TEMPORARY EMPLOYEES

- 22.1. Part-time, seasonal and temporary employees are employed on an at-will basis and may be terminated at any time with or without cause and without right of appeal.
- 22.2. All part time, seasonal and temporary employees shall be compensated on a straight hourly basis for the actual number of hours worked. The rate of pay shall be determined by the City Manager within the salary range then in effect, specified for the position occupied by the employee.
- 22.3. No seasonal or temporary employee shall be eligible for participation in any benefit program established by the City, except as required by state and/or federal law. Part time employees who do not work for the City on a temporary basis and who work more than thirty (30) hours per week on average shall be entitled to the same benefits enjoyed by regular full time employees based upon a proration of average hours worked. **EXAMPLE:** An employee who works an average of thirty (30) hours per week shall receive holiday compensation in an amount equal to three (3)-quarters of the benefit provided to regular full time employees. Holiday, vacation, sick leave, city payment of health premiums and other similar benefits shall be prorated on this same basis.
- 22.4. Part time, seasonal and temporary employees shall work on a schedule determined by the City. Part time, seasonal and temporary positions may be abolished and/or replaced with full time positions as determined by the City.
- 22.5. No part time, seasonal or temporary employee shall be eligible for a salary adjustment except as approved by the City Manager upon the recommendation of the department manager, based on the employee's performance evaluation. Performance evaluations of such employees may be completed in accordance with the procedure set forth for full time employees, except for seasonal employees who may be presented with a performance appraisal report shortly after the completion of the season for which they are appointed. In general, no part time, seasonal or temporary employee shall be eligible for a salary adjustment except upon the satisfactory completion of one of the following conditions: (a) Completion of one thousand (1,000) hours of service from date of appointment or previous review and a minimum of one (1) year service; or (b) completion of a minimum of three hundred (300) hours of continuous service on a seasonal basis and the elapse of one (1) year from the date of appointment or previous review. However, the City may make salary adjustments at an earlier date if circumstances warrant such adjustment.
- 22.6. An employee serving in a temporary or seasonal appointment shall serve the City only for such time-limited period as is determined by the City. However, if an employee serving in such appointment works more time or is retained in excess of this time period, the employee does not acquire regular status.

Section 23. PERSONNEL FILES

- 23.1. The City shall maintain an official personnel file for each of its employees. Personnel files contain such personnel records as may be deemed necessary for the administration of human resources in the City.
- 23.2. Personnel files shall be made available for inspection by employees within a reasonable time after an employee's written request and without loss of pay, provided that employees must make arrangements with their supervisor if the inspection occurs on duty. Upon written request, employees may obtain copies of the materials subject to inspection at the employee's expense. The City may preclude inspection of certain information in accordance with the law, such as background and other pre-employment information, and materials relating to confidential investigations.
- 23.3. The City maintains injury reports and confidential medical records in separate files.
- 23.4. The City shall designate the area used for the inspection and shall have an official monitor the employee's inspection of the employee's personnel file while it is being reviewed. Under no circumstances shall the employee remove the personnel file or any of its contents from the area designated for the inspection.

Section 24. RESIGNATIONS AND EXIT INTERVIEWS

- 24.1. Employees are free to resign from their employment, but are encouraged to give at least two (2) weeks notice. A resignation becomes effective upon the City's receipt of a written notice of resignation. If no written resignation is tendered, but a resignation is indicated orally, a resignation becomes effective upon the City's notice of acceptance of the resignation. Once a resignation becomes effective, it is irrevocable except that the City Manager may, in their discretion, permit a resignation to be rescinded.
- 24.2. Automatic Resignation. Employees are deemed to have resigned when absent from work for three (3) consecutive workdays without prior authorization. The City shall give notice of such automatic resignation. Except for at-will or probationary employees, regular employees who are separated from the City's service by automatic resignation may utilize the appeal procedure in Section 21 of these Rules.
- 24.3. Exit Interviews. The City may, in its discretion, require employees separating from City employment to undergo an exit interview with the Human Resources Office.

Section 25. HARASSMENT, DISCRIMINATION AND RETALIATION PREVENTION POLICY

- 25.1. The purpose of this policy is:
- (1) To reaffirm the City's commitment to prohibit and prevent unlawful discrimination, harassment, and retaliation in employment;
 - (2) To define discrimination and harassment prohibited under this policy;
 - (3) To set forth a procedure for resolving complaints of prohibited discrimination and harassment.
- 25.2. This policy shall not be construed to create a private or independent right of action. Although this policy is intended to prohibit discrimination consistently with Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the California Fair Employment and Housing Act and California Labor Code Section 1102.1, the City reserves the right to interpret and apply this policy to provide greater protection than what is afforded under those laws.
- 25.3. Statement of Policy. The City is committed to providing an environment that is free from harassment and discrimination of any kind, including sexual harassment and harassment based on race, color, religion, color, sex (including gender, gender identity, gender expression, transgender, pregnancy and breastfeeding), national origin, ancestry, citizenship status, physical or mental disability, medical condition, genetic characteristics or information, marital status, age, sexual orientation (including homosexuality, bisexuality, or heterosexuality), or any other basis protected by law. The City will afford equal employment opportunity to all qualified employees and applicants as to all terms and conditions of employment, including compensation, hiring, training, promotion, transfer, discipline and termination. Employees, applicants, officers, officials or contractors who believe that they have experienced any form of employment discrimination are encouraged to report this immediately, using the complaint procedures provided in Section 25.8 of these Personnel Rules and Regulations. Therefore, it is important that the City maintain an atmosphere characterized by mutual respect in order to assure fair, courteous treatment for employees and the public.
- 25.4. The City strongly disapproves of and will not tolerate any conduct that violates this policy. Conduct need not arise to the level of violation of law to violate this policy. Harassment or discrimination against employees, unpaid interns, volunteers or applicants by elected or appointed officials, coworkers, members of the public, or contractors on the basis of a protected classification will not be tolerated..
- 25.5. Employees who violate this policy and engage in acts of sexual harassment or illegal discrimination of any type, for any duration, shall be subject to severe disciplinary action, up to and including termination.
- 25.6. Retaliation against individuals who complain of sexual harassment or any type of prohibited discrimination or who participate in an investigation into sexual

harassment or discrimination shall not be tolerated. Employees who engage in such acts of retaliation shall be subject to serious disciplinary action, up to and including termination.

25.7. Definitions

- (1) **Protected Classification:** This policy prohibits harassment or discrimination because of an individual's protected classification. "Protected Classification" includes race, color, religion, color, sex (including gender, gender identity, gender expression, transgender, pregnancy and breastfeeding), national origin, ancestry, citizenship status, physical or mental disability, medical condition, genetic characteristics or information, marital status, age, sexual orientation (including homosexuality, bisexuality, or heterosexuality), or any other basis protected by law.

- (2) Harassment may include, but is not limited to the following types of behavior that is taken because of a person's protected classification.

Speech: Such as epithets, derogatory comments or slurs, and lewd propositions on the basis of protected classification. This includes, without limitation, comments regarding an individual's appearance, including dress or physical features, or dress consistent with gender identification, , or race or ethnicity-oriented stories and jokes.

Physical Acts: Such as assault, impeding or blocking movement, offensive touching, or physical interference with normal work or movement. This includes pinching, grabbing, patting, propositioning, leering, or making explicit or implied threats or promises in return for submission to physical acts.

Visual Insult: Such as derogatory pictures, posters, cartoons, or drawings related to a protected classification. This includes, without limitation, sending inappropriate emails to employees, or viewing pornography either in magazines or on the internet in view of other employees, displaying pictures or objects depicting nude or scantily-clad or suggestively posed men or women; circulating derogatory or obscene notes, letters, emails or other literature.

- (3) **Unwanted sexual advances:** Requests for sexual favors and other acts of a sexual nature, where submission is made a term or condition of employment, where submission to or rejection of the conduct is used as the basis for employment decisions, or where the conduct is intended to or actually does unreasonably interfere with an individual's work performance or create an intimidating, hostile, or offensive working environment.

25.7.1. Harassment on the basis of a protected classification is prohibited. Verbal or physical conduct relating to these categories constitutes harassment when it:

- (1) Has the purpose or effect of creating an intimidating, hostile or offensive working environment;
- (2) Has the purpose or effect of unreasonably interfering with an individual's work performance; or
- (3) Otherwise adversely affects an individual's employment opportunities.

25.7.2. Retaliation: Any adverse conduct taken because an applicant, employee, or contractor has reported harassment or discrimination, or has participated in the complaint and investigation process described herein, is prohibited. Adverse conduct includes but is not limited to: taking sides because individual has reported harassment or discrimination, spreading rumors about a complaint, shunning and avoiding an individual who reports harassment or discrimination, or real or implied threats of intimidation to prevent an individual from reporting harassment or discrimination. The following individuals are protected from retaliation: those who make good faith reports of harassment or discrimination, and those who associate with an individual who is involved in reporting harassment or discrimination or who participates in the complaint or investigation process.

25.8. Reporting Unlawful Harassment or Discrimination.

25.8.1. Any employee, job applicant, or contractor who believes they has been unlawfully harassed or discriminated against should promptly report it orally or in writing to: the employee's supervisor, the Human Resources Office or the City Manager. There is no need to follow the chain of command.

25.8.2. Any supervisor or manager who receives a complaint, or who observes or otherwise learns about harassing conduct, as defined by this policy, is required to notify the Human Resources Office immediately. Failure to do so may result in disciplinary action.

25.9. Remedial Action

25.9.1. Upon receiving complaints of discrimination or harassment, the City will take immediate and appropriate corrective action, which may include an investigation of the complaints. Any investigation and investigation report prepared relating to the complaint shall be kept confidential except as required by law. If harassment or discrimination is found to have occurred in violation of this policy, the City shall report a summary of the determination as to whether harassment occurred to appropriate persons, including the complainant, the alleged harasser, the supervisor and or department head. If discipline is imposed the level of discipline will not be disclosed to the complainant.

25.9.2. If conduct in violation of this policy occurred, take action or recommend to the City Manager prompt and effective remedial action.

25.9.3. Take reasonable steps to protect the complainant from further harassment, discrimination, or retaliation..

- 25.9.4. Employees found to have engaged in discrimination or harassment covered by this policy may be subject to disciplinary action up to and including termination of employment. First-time violations of this policy, depending on the severity of the conduct, may lead to termination.
- 25.9.5. Employees found to have been dishonest or uncooperative during an investigation into allegations of unlawful harassment may be subject to disciplinary action up to and including termination of employment.
- 25.10. No Retaliation. Employees should feel free to report claims of unlawful harassment without fear of retaliation of any kind.
- 25.11. Dissemination of Policy. Copies of the City's Nondiscrimination Policy, and of these complaint procedures, shall be provided to all employees of the City, and to all new employees at the time of hiring. From time to time, the City may also conduct training for its employees to assist them in learning how to recognize, avoid and correct discriminatory behavior.
- 25.12. Confidentiality

Every possible effort will be made to assure the confidentiality of complaints made under this policy. An individual who is interviewed during the course of an investigation is prohibited from discussing the substance of the interview, except as otherwise directed by a department manager or the Human Resources Director. Any individual who discusses the content of an investigatory interview may be subject to discipline or other appropriate sanction. The employer will not disclose a completed investigation report except as it deems necessary to support a disciplinary action, to take remedial action, to defend itself in adversarial proceedings, or to comply with the law or court order
- 25.13. Responsibilities of Management and Employees
 - 25.13.1. Managers and Supervisors are responsible for being familiar with the City's policy on harassment, discrimination and retaliation, modeling appropriate behavior, treating all employees and contractors with respect and consideration, taking all steps necessary to prevent harassment, discrimination, or retaliation from occurring; receiving complaints in a fair and serious manner, and documenting steps taken to resolve complaints, reporting incidents of discrimination in a timely fashion; cooperating in any investigation concerning allegations of discrimination; and to the extent possible maintaining confidentiality concerning any investigation that is conducted.
 - 25.13.2. Employees are responsible for being familiar with the City's policy on harassment, discrimination and retaliation; modeling appropriate behavior, treating all employees and contractors with respect and consideration, refraining from discriminatory behavior, including harassment; reporting incidents of discrimination in a timely fashion; cooperating in any investigation concerning allegations of discrimination; and maintaining confidentiality concerning any investigation that is conducted.

Section 26. All employees are also encouraged to communicate with one another to assist co-employees to avoid harassing, discriminatory, or otherwise offensive behavior. **EMPLOYEE SAFETY / VIOLENCE IN THE WORKPLACE POLICY**

26.1. General Safety Rules

- 26.1.1. Safety is everyone's responsibility. All employees must use safe work practices and report any unsafe conditions that may occur. The City also recognizes its responsibility to maintain safe workplaces.
- 26.1.2. All work-related injuries must be reported to the responsible supervisor. If there is any question regarding the appropriate supervisor, the report should be made immediately to the Human Resources Office.
- 26.1.3. If a reported work-related injury may result in lost work time, the employee should be provided with a workers' compensation claim form within one (1) working day of the injury.
- 26.1.4. Individual departments may adopt specific safety rules applicable to their operations.

26.2. Violence in the Workplace Policy

- 26.2.1. Acts of violence, whether threatened, gestured, or carried out will not be tolerated in any City workplace. Anyone witnessing or becoming the subject or victim of such behavior shall immediately report it to the proper authorities for investigation. Minimizing the threat of violence is a duty of all employees to ensure a safe workplace.
- 26.2.2. It is the responsibility of all employees to notify a supervisor, the Human Resources Office, or the City Manager immediately of any violent act or a threat, or if a violent act or threat against themselves or any other City employee occurs in the workplace or is directly associated with their employment with the City. Notification may be made to any of these persons as appropriate and shall be as soon as practicable. Retaliation or the threat of retaliation against a person who reports such an incident is unlawful and shall not be tolerated.
- 26.2.3. City employees shall not possess the following instruments at a City worksite or on City property, including City parking lots, unless there is a work-related purpose and written approval has been obtained from the employee's department manager:
 - (1) Firearms;
 - (2) Explosives or ammunition;
 - (3) Fixed blade knives;
 - (4) Folding knives with blades over 3.5 inches;

- (5) Illegal weapons such as defined in Section 12020 of the California Penal Code.
- 26.2.4. The City shall take appropriate disciplinary action, up to and including termination of employment, against employees who violate this policy.
- 26.2.5. On a case by case basis, or as needed, the City will offer incident-related counseling services through the City's Employee Assistance Program (EAP), or any other resource or program made available by the City, to employees who are the victims of violence or are subjects of threats of violence or intimidation at the workplace. The City administration will work with public safety, the courts and other authorities necessary to assure employee safety.
- 26.3. **Procedures - Imminent or Actual Violent Acts**
- 26.3.1. Employee Responsibilities. An employee who is in immediate apparent danger of a violent act, or another employee who witnesses a violent act or the threat of a violent act shall, whenever possible:
- (1) Place themselves in a safe location.
 - (2) Call 911 and request the immediate response of a police officer. Be prepared to inform the police dispatcher of the circumstances and exact location of where an officer is needed.
 - (3) Inform a supervisor or manager of the circumstances.
 - (4) Refer media inquiries to the City Manager's Office.
 - (5) Cooperate fully in any administrative or criminal investigation which shall be conducted within this policy and the laws.
- 26.3.2. Supervisor/Manager Responsibilities:
- (1) Place themselves in a safe location.
 - (2) A supervisor or manager who is informed of a violent act or the threat of a violent act shall whenever possible ensure the immediate safety of employees and the worksite by calling 911, and notify the department manager and Human Resources Office.
 - (3) If feasible, the supervisor/manager shall have the involved individuals wait in separate rooms or locations until the police take control or remove them from the premises.
 - (4) In consultation with the City Manager, determine if it is appropriate to obtain a restraining order or other appropriate injunctive and/or other legal and/or equitable relief.
 - (5) Reassign/relocate personnel or job duties, if required.
 - (6) Terminate any business relationship.

- (7) Any other action deemed by the City to be necessary or required under the circumstances.
- (8) Supervisors shall obtain basic information from the employee and provide this to responding police personnel.
- (9) Refer media inquiries to the City Manager's Office.

26.3.3. Procedures – Future Violence:

- (1) Employees who have reason to believe they, or another City employee, may be victimized by a violent act sometime in the future, at the workplace or as a direct result of their employment with the City, shall inform their supervisor immediately so appropriate action may be taken. The supervisor shall inform their department manager.
- (2) Employees who have signed and filed a restraining order, temporary or regular, against an individual due to a potential act of violence, who would be in violation of the order by coming near them at work, shall immediately supply a copy of the signed order to their supervisor and the Human Resources Office.

26.3.4. Post-Incident Review:

- (1) The City Manager's Office, the Human Resources Office and the affected department may conduct a post-incident review and use the review to evaluate this policy and procedure.
- (2) The City may determine what continuing support systems are needed and oversee post-incident activities.

Section 27. OUTSIDE EMPLOYMENT

- 27.1. City employees may not engage in any outside employment, enterprise or activity that the City determines is in conflict with or impairs the employee's ability to perform their duties and responsibilities, or any aspect of City operations. All outside employment must be authorized by the City Manager.
- 27.2. During the workday, employees are expected to devote their full time in the performance of their assigned duties as City employees. Any outside work, part time job, hobbies or personal business must be performed during off duty hours. Off duty hours include unpaid lunch break periods, but do not include other rest or break periods during which the employee continues to receive pay.
- 27.3. Employee shall not perform work for compensation outside of their City employment where any part of their efforts will be subject to approval by any officer, employee, board or commission of the City, unless the employee obtains the approval of their department head.

Section 28. VOLUNTEERS

- 28.1. The City may utilize volunteers for the delivery of City services. The use of volunteers shall be subject to approval by the City Manager.
- 28.2. Volunteers shall not be eligible for salaries, benefits or other compensation unless specifically provided for by the City. Subject to approval by the City Manager, necessary equipment or uniforms and reimbursement for approved actual expenses and mileage may be provided.
- 28.3. Employee Volunteers. Subject to approval by the City Manager, employees may volunteer to provide services to the City outside of their normal duties, provided they are not performing the same or similar duties for which they or any other City employee are normally compensated and the responsibilities are occasional and sporadic. Employees engaging in such volunteer assignments shall not be entitled to compensation.

Section 29. DRUG AND ALCOHOL FREE WORKPLACE

- 29.1. The City's workplace shall be drug and alcohol-free. The City has established a Drug Free Awareness Program to inform employees about City policy with respect to drug abuse in the workplace.
- 29.2. No employee shall unlawfully manufacture, distribute, dispense, possess, use or be under the influence of any alcoholic beverage, drug or controlled substance as defined in the Controlled Substances Act and Code of Federal Regulations during work hours or in any City designated workplace. Alcoholic beverages may only be served on City property at events expressly approved by the City Manager.
- 29.3. Upon reasonable suspicion of an employee being under the influence while on duty, the City may require the employee to submit to drug and alcohol testing, at the City's expense. Employees who decline to submit to such testing may be subject to discipline, up to and including termination of employment.
- 29.4. The City shall distribute at initial appointment and periodically thereafter the following Notice to employees.

NOTICE TO EMPLOYEES

YOU ARE HEREBY NOTIFIED that it is a violation of City policy for any employee at a City work site to unlawfully manufacture, distribute, dispense, possess, use or be under the influence of any alcoholic beverage, drug or controlled substance as defined in the Controlled Substances Act and Code of Federal Regulations.

City work site is defined as any place where City work is performed, including a City owned building or other premises and any City owned or approved vehicle used in the conduct of City business.

As a condition of your continued employment with the City, you will comply with the City's policy on Drug and Alcohol-Free Workplace and will, any time you are convicted of any criminal drug or alcohol statute violation occurring in the workplace, notify your supervisor of this conviction no later than five days after such conviction.

The following drug and alcohol counseling, rehabilitation, and/or employee assistance programs are available locally:

CIGNA Behavioral Health Plan, California – Telephone toll-free 1-888-371-1125

(Employee Signature)

(Date)

Section 30. NEPOTISM POLICY

- 30.1. No employee, prospective employee, or applicant shall be improperly denied employment or benefits of employment on the basis of marital status with another employee or official of the City.
- 30.2. Notwithstanding the above, the City retains the right to take appropriate steps to avoid inappropriate working relationships among relatives, including married persons. For administrative purposes, a relative shall be defined as a spouse or domestic partner, child, step-child, parent, grandparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, cousin, niece, nephew, parent-in-law, brother-in-law, sister-in-law or any other individual related by blood or marriage. The City retains its rights to:
 - (1) Refuse to place one party to a relationship under the direct or indirect supervision of the other party of a relationship.
 - (2) Refuse to place both parties to a relationship in the same department, division, or facility when such action has the potential for creating adverse impact on supervision, safety, security, or morale, or involves potential conflicts of interest.
 - (3) Disqualify one party to a relationship for a position privy to confidential personnel matters who has a relative already in the City's employment when the relationship may compromise confidential information.
 - (4) Effect a transfer in the event the City learns of circumstances described above.

Section 31. GIFTS AND GRATUITIES

- 31.1. No officer or employee of the City shall solicit or accept, for self or family, favors, benefits, gifts or gratuities under circumstances which might be construed as influencing the performance of the employee's governmental duties.

Section 32. USE OF INFORMATION AND ELECTRONIC SYSTEMS

- 32.1. General. For purposes of this policy, electronic systems are defined as all hardware, software, and other electronic communication or data processing devices owned, leased, or contracted for by the City and available for official use, by the City's employees. This use includes, but is not limited to, electronic mail, voice mail, calendaring, and systems such as the internet. The City's Administrative Regulation: Mobile Computing Devices is incorporated by reference.
- 32.2. Public Disclosure. Employees who use electronic systems and/or tools provided by the City cannot be guaranteed privacy. Under the Public Records Act, e-mail messages and information stored in computers and other electronic systems of the City are public records subject to disclosure to the public or may be subpoenaed. In addition, the City reserves the right to review, audit, and disclose

all matters sent over and/or stored in the City's electronic system or on a City issued device at any time without advance notice. The City Manager, or their designee, retain the right to enter and/or retrieve an employee's electronic communication system, data files, logs and programs used on City owned electronic systems. Security features provided by the electronic communication system, such as, passwords, access codes, or delete functions, shall not prevent authorized City personnel from accessing stored electronic communications. Deletion of e-mail messages or files may not fully eliminate the message from the system.

- 32.3. Serial Meetings. In accordance with the Brown Act (Govt. Code Section 54950 et seq.), City employees must take care to ensure that electronic systems are not used to transmit, either all-at-once or serially, City legislative officials' positions on matters of City business to a majority of any City body of elected officials.
- 32.4. Use During Normal Business Hours. The City's electronic systems are provided for the purposes of conducting business. Except for brief, occasional, necessary or emergency use, the City's electronic systems shall not be used for personal use during normal business hours. Use of non-City business software including games or entertainment software is considered an improper use of these electronic systems. Employees shall not conduct personal or private business, including purchase of goods or services via the City's internet connection. Such uses are prohibited at all times during normal business hours or outside normal business hours.
- 32.5. Account Access. Employees shall not attempt to gain access to another City employees' personal file of electronic mail messages without the latter's express written permission or permission from the City Manager or designee.
- 32.6. Prohibited Use.
- 32.6.1. The electronic mail and other electronic systems of the City shall not be used in a way that may be disruptive, offensive to others, harmful to morale or violate City policies and procedures or laws. These electronic systems shall not be used to solicit or proselytize others for commercial venture, religious or political causes, outside organizations, or other non-job-related solicitations. Improper use includes any display or messages that are derogatory, defamatory, obscene, violent, or offensive to employees or the public and/or any messages that are of a sexual or discriminatory nature, including, but not limited to, slurs, offensive jokes, or other offensive language of disparagement of others based on their race, national origin, sex, sexual orientation, age, disability, or religious beliefs.
- 32.6.2. Employees are required to comply with all operational guidelines developed by the City. Such guidelines will address operational standards such as: message retention, schedule, copyright issues, use of passwords, system availability, back-up procedures, etc.
- 32.6.3. Incidental and occasional personal use of electronic mail is permitted within the City, but the messages will be treated no differently from other messages and will remain the property of the City as to review and auditing techniques. All

personal use shall be done outside of normal working hours and not during provided morning and afternoon breaks or lunch periods.

32.6.4. Occasional personal access to the internet may be permitted. However, such personal use shall only be permitted if it does not interfere with or delay the employee's work or interfere with regular City business and shall comply with all provisions herein. All use of the internet may be periodically reviewed by the City Manager or designee.

32.6.5. In addition to other prohibited uses, employees shall not: Install programs on the City computer system (including but not limited to virus checking and screen savers) without the prior written consent of the Department Head or Human Resources Office, or each of their designees; copy City Programs for personal use; disclose an account password or otherwise make the account available to others; or infringe on others' access and use of the City's computers, including but not limited to:

- (1) The sending of excessive messages, either locally or offsite;
- (2) Unauthorized modification of system facilities, operating systems or disk partitions;
- (3) Attempting to crash or tie up a City computer or network;
- (4) Damaging or vandalizing City computing facilities, equipment, software, or computer files;
- (5) Intentionally developing or using programs which disrupt other computer users or which access private or restriction portions of the system and/or damage the software or hardware components of the system;
- (6) Installing or using a modem on City owned or leased computers without the prior written consent of the Department Head or Human Resources Office, or each of their designees;
- (7) Forwarding or reproducing communications marked attorney-client privileged or confidential without the prior consent of the City Manager and/or City Attorney; or violating any federal, state or local law in the use of City information systems.

32.7. Public Records.

32.7.1. All City records, including those stored on paper and electronic media, may be governed by the mandatory public disclosure requirements of the Public Records Act (Government Code section 6250 et seq.), and the limited exceptions thereto. If a draft record is retained, it may become a public record subject to disclosure unless it is subject to an exception under the Public Records Act.

32.7.2. All records, whether stored on paper or electronic media, shall not be destroyed unless prior written authorization is obtained pursuant to Government Code Section 34090 or applicable City resolution.

- 32.7.3. Public Records requests shall be handled in accordance with Government Code section 6250 et seq.
- 32.7.4. The City reserves the right for any reason to access and disclose all messages and other information sent or received by electronic means or stored on electronic media.
- 32.7.5. The City has the right to delete or retain any or all messages or other information sent or received by electronic means or stored on electronic media by a City employee who is no longer employed by the City.
- 32.8. Intellectual Property Rights. No employee shall violate any copyright or license to software or other online information (including, but not limited to, text images, icons, programs, etc.) whether created by the City or any other person or entity.
- 32.9. Failure to Comply. City employees who fail to comply with the terms and conditions of this policy shall be subject to disciplinary procedures that may be informal and/or formal actions depending upon the severity of the offense. Discipline may result in termination of employment with the City.

Section 33. DRESS CODE

- 33.1. Employees of the City are required to dress appropriately for the jobs they are performing. Therefore, the dress regulations contained in this section shall be followed.
 - (1) Prescribed uniforms and safety equipment must be worn where applicable. City uniforms shall be worn in a professional manner.
 - (2) Footwear must be appropriate for the work environment and functions being performed.
 - (3) Jewelry is acceptable except in areas where it constitutes a health or safety hazard.
 - (4) Employees shall be mindful of other employees' sensitivity to perfume and other fragrances, and employees shall refrain from wearing fragrances that are offensive or harmful to others.

Section 34. USE OF CITY EQUIPMENT / AUTOMOBILE USE

- 34.1. No City owned equipment, autos, trucks, instruments, tools, supplies, machines, or any other item that is the property of the City shall be used by an employee other than for City business, unless the City Manager approves in advance. No employee shall allow any unauthorized person to rent, borrow, or use any City property, except upon prior approval of the City Manager.
- 34.2. Automobile Use. City owned vehicles are to be used for travel on City business by City employees. City employees who utilize City-owned vehicles or their own personal vehicle in the performance of their duties must maintain a valid California driver's license at all times. In those instances where a City vehicle is

not available for use and the employee is required to use their private vehicle on City business, employee shall be compensated for such use as provided in the relevant Wage and Compensation Plan or Memorandum of Understanding as adopted by Council resolution. Prior to using a private vehicle on City business, employee must obtain and provide City with a Certificate of Insurance on the form provided by the City which evidences that employee has comprehensive automobile liability insurance or business automobile liability insurance in an amount of at least \$300,000.

- 34.3. Use of Vehicle Safety Belts. Motor vehicles purchased by the City for use by city personnel are equipped with safety belts. All city personnel who drive city vehicles shall use and ensure that all passengers use available safety belts in the vehicles being operated. The police department may adopt rules and regulations which supersede this provision which will govern the use of seat belts by police officers and persons taken into custody. Employees will inspect the serviceability of the safety belts at the start of each work day. Passengers shall ride only in those positions of a city vehicle designed for the carrying of passengers.
- 34.4. The City will verify with the DMV the validity of each employees' driver license on an as needed basis. City DMV Program:
- 34.5. The City complies with the drug and alcohol testing regulations of the Department of Transportation (DOT) (49 CFR part 40) and the Federal Aviation Administration (FAA) (14 CFR part 120). All persons performing any of the following safety-sensitive functions are subject to the DOT/FAA drug and alcohol testing program:

Maintenance Worker II

Maintenance Worker III

Maintenance Worker IV

Maintenance Worker Lead

For more information relating to the DOT program, visit the following website:
<http://www.dot.gov/ost/dapc/>

Section 35. TRAVEL AND TRAINING POLICY

- 35.1. The City is committed to ensuring that its employees receive adequate training to perform their jobs. Training and travel are subject to department approval. Training opportunities that occur outside normal work hours require approval by the Department Head. Overnight travel also requires approval by the Department Head.
- 35.2. The City generally requires that training, and attendant travel, be scheduled in a way that will minimize the City's overtime liability

- 35.3. City business travel shall be carried out in an efficient, cost-effective manner resulting in the best value to the City. Telecommunications instead of travel should be considered when possible. The City will pay or reimburse all business travel related expenses based on reasonableness and on the actual amount of expense incurred by the employee. Receipts when available are required for all travel expenses. Reimbursement of personal expenses and alcoholic beverages shall not be authorized for payment at any time. Department directors are responsible for determining the necessity, the available resources, and the justification for the method of employee business travel.

Section 36. GARNISHMENT FEES

- 36.1. City will to deduct the maximum allowed by state law from the employee's earnings for each payment made under a wage garnishment or earnings withholding order to reimburse the City for administrative costs.

Section 37. MISCELLANEOUS

- 37.1. These rules and regulations shall only become effective when they are adopted by the City Council. Upon adoption they shall supersede any and all City-wide and/or departmental personnel management policies, rules, regulations, and procedures previously adopted, except those adopted by order of a department manager which are not in conflict with these Rules.
- 37.2. Any and all provisions contained in a Memorandum of Understanding (MOU) in effect at the time of adoption of these Rules, and which may be in conflict with the provisions of these Rules, shall remain in effect and supersede these Rules until such time as the conflicting provisions of the MOU may be modified, through the meet and confer process, to conform to these Rules. No existing MOU shall be modified, and no new MOU shall be entered into, which would establish provisions which would be in conflict with these Rules unless expressly identified by the City Manager and recommended to the City Council for review and approval.
- 37.3. No Contract. These policies do not create a "contract" of employment between the City and any employee. Public employment is statutory, not contractual.
- 37.4. Severability. If any part of these Rules is determined to be unconstitutional or illegal, such part shall be severed from these rules and the remaining Rules shall be given full force and effect.
- 37.5. Word Usage. The term "City" as used in these rules refers to the City of Fort Bragg. Responsibilities and rights of the City under these rules are exercised by the City Manager, and may be delegated by the Manager in their discretion.

Section 38. DEFINITION OF TERMS

Allocation	Assignment of a position to a class on the basis of the kind, difficulty and responsibility of work of the position.
Anniversary Date	Date an employee is appointed, promoted, demoted, or reinstated to a position within the classified service.
Applicant	Any person submitting a formal, completed application for employment with the City.
Appointing Authority	City Manager.
Appointment	Placement of a certified candidate from an eligible list to a position within the classified service. For employees rehired after a resignation or reinstatement from layoff, the appointment date is the re-hire or reinstatement date.
At-Will	At-will employees serve at the pleasure of the City Manager, who retains the authority to terminate any such employee at any time with or without notice or cause.
City	As used in these rules refers to the City of Fort Bragg. Responsibilities and rights of the City under these rules are exercised by the City Manager, and may be delegated by the Manager in their discretion.
Class	A position or group of allocated positions sufficiently similar in duties performed, degree of supervision exercised or required, desirable requirements of training, and other qualifications such that each position allocated to the class may have the same descriptive title, tests of fitness to determine qualified employees, schedule of compensation, or same basic desirable qualification requirements.
Classified Service	All full-time employees of the City of Fort Bragg, except elected officials, Council appointees, the City Manager, appointive officers serving without compensation, and all temporary, provisional seasonal, transitional, emergency and part-time employees as defined herein.
Class Specification	The written description of a class, including the title; a statement of the nature of the work, examples of duties and responsibilities, and the requirements that are desirable for the satisfactory performance of the duties of the class.
Class Title	The title assigned to any particular class and used for reference to that class.
Compensation	Salary, wages, fees, benefits, allowances, or monies paid to, or on behalf of, an employee for personal services.

Compensatory Time Off	Time off in lieu of pay for overtime worked.
Continuous Examination	An open competitive examination which is administered periodically, resulting in the placement of names on an employment eligible list.
Continuous Service	Employment without interruption. Includes approved leaves of absence to serve in the armed forces of the United States, as provided by Section 395 of the Military and Veterans Code, as amended.
Demotion	The involuntary movement of an employee from a position in one class to a position in another class having a lower maximum salary rate than the employee's class.
Discharge	Dismissal and/or involuntary separation of an employee for cause from the classified service.
Eligible	A person whose name is on an active reemployment, promotional, or initial appointment list and who may, under these rules, be certified for consideration of appointment to a position in the classified service.
Emergency Employee	An individual appointed to a classified or non-classified position for a period not to exceed thirty (30) days.
Employee	An individual appropriately appointed to a position within the classified service.
Employment Date	For retirement, sick leave, and other benefit purposes, the effective date of an employee's initial appointment to a full-time or regular part-time position within the classified service.
Grievance	A statement by a grievant that a controversy, dispute, or disagreement of any kind or character exists arising out of, or in any way involving, interpretation or application of the terms of these Rules or of any existing (City and/or department) rule, policy, MOU, or practice, or that an employee has been treated unfairly or inequitably, or that there exists a condition which jeopardizes employee health and safety, which is beyond the control of the grievant. Grievances must relate specifically to actions or conduct affecting the employee filing the grievance.
Grievance Procedure	The systematic means by which an employee may obtain consideration of a grievance.
Grievant	An employee or group of employees or the recognized employee organization filing a grievance.

Initial Appointment	The appointment of a person to a position in the classified service. Initial appointment does not include employees who are present probationary or regular employees of the City or persons who are being reinstated or reemployed from a reemployment list.
Layoff	The separation of an employee from the classified service made necessary by lack of work, appropriation of monies, or other reasons not related to the fault, delinquency, or misconduct of the employee.
Management	<p>The management group is comprised of the following full time, at-will appointments (positions may be vacant and/or currently unauthorized for budgetary purposes):</p> <ul style="list-style-type: none"> - Director of Public Works - Director of Finance - Director of Community Development - Chief of Police - City Clerk/Assistant to the City Manager - City Engineer - Assistant City Manager <p>Such employees are so distinguished as they: 1) have as their primary duty the management of an enterprise or recognized department or subdivision; 2) have authority to hire and fire, or to render suggestions as to those decisions; 3) customarily and regularly exercise discretionary powers; 4) have as their primary duty the function as a manager, and 5) do not devote more than 20 percent of their weekly work time to non-management activities.</p>
Meet and Confer Process	The procedures established by Section 3500, et seq., of the California Government Code, as amended.
Merit and Salary Advancement	A salary increase from one salary step to a higher salary step in the same pay range.
Mid-Management	<p>The mid-management group is comprised of the following full-time, regular classifications (positions may be vacant and/or currently unauthorized for budgetary purposes):</p> <ul style="list-style-type: none"> - Assistant Finance Director - Associate City Engineer - Engineering Technician - Human Resources Analyst - Planner - Police Lieutenant - Public Works Supervisor - Treatment Plant Superintendent
Miscellaneous Employee	An employee of the classified service other than a sworn safety officer or management employee.

Non-Classified Employee	All officers and employees of the City not within the classified service as defined above.
Open Competitive Examination	An examination open to qualified applicants either within or outside the classified service.
Part-Time Position	A budgeted position of less than forty (40) hours per week during each year.
Pay Range	The range of salary rates or steps for a position class.
Position	Group of current duties and responsibilities assigned or delegated by competent authority and requiring full or part-time services of one (1) employee.
Probationary Employee	An individual in a regular classified position who has been appointed or promoted from any eligible list, but who has not yet completed the probationary period.
Probationary Period	A designated period of employment in a regular classified position following appointment from an appropriate eligible list. The appointment may be original or promotional.
Promotion	The movement of an employee from a position of one class to a position of another class having a higher maximum salary rate with an increase in duties and responsibilities over the employee's present class.
Provisional Appointment	The appointment of a person possessing the minimum qualifications last established for a particular class other than eligibility by examination and who has been appointed to a position in that class in the absence of available eligibles.
Provisional Employee	An employee appointed to fill a full time position vacancy for a maximum six (6) month period of time when no valid employment eligible list exists.
Reallocation	The official determination that a position be assigned to a class different from the one to which it was previously assigned.
Recognized Employee Organization	An employee organization which has been formally acknowledged by the City as the employee organization that represents the employees in an appropriate representation unit pursuant to Article I(J) of the Employer-Employee Resolution of the City of Fort Bragg.

Reemployment List	List of former probationary or regular classified employees of particular class who were separated due to reduction in force and are entitled to have their names certified for appointment to vacant position in that class.
Regular Employee	An employee having satisfactorily completed the required probationary period.
Regular Full-Time Position	A classified position requiring a minimum of forty hours of work per week.
Rehire Date	Date of reinstatement.
Reinstatement	Reappointment without examination after a break in service to a specified regular classified position.
Resignation	Voluntary termination of employment by an employee.
Safety Employee	A fire or police employee, as defined by California Public Employees' Retirement System statutes.
Seasonal Employee	An individual appointed to a position established on a recurring basis of forty (40) hours per week, or less, for a specified season of six (6) consecutive months or less.
Selection Process	The process of testing, evaluating, investigating, and determining the fitness and qualification of applicants.
Seniority	Status, priority or precedence based on total amount of actual continuous service in the classified service or a specific class, excluding approved leaves of absence without pay in excess of thirty (30) days, but including leaves of absence for service in the armed forces of the United States.
Separation	Leaving the classified service for any reason.
Suspension	The temporary removal of the employee from their duties, with or without pay, for disciplinary or pre-disciplinary investigation purposes.
Temporary Employee	Those employees who work an average of less than twenty (20) hours per week or 1,000 hours per year over a fifty-two (52) week period.
Termination	The separation from City service with the action initiated by the employee voluntarily or by the City within the provisions of these Rules which state the causes and procedures for such action.
Transfer	The movement of an employee within a department or between departments from one position to another position in the same class or

another class having the same maximum salary, involving the performance of similar duties and requiring substantially the same basic qualifications.

Transitional Employee

A person appointed to a position within an existing or new class which is created for a specific purpose and/or program which will terminate within a given period of time established for the program, and for which special rules and procedures concerning working conditions, compensation, selection and appointment may be established as needed by the City Manager and/or City Council.

Vacancy

A duly created position which is not occupied and for which monies have been appropriated.

Y-Rating

An action to freeze an employee's salary at the current salary until such time that the top step of the salary range for such position equals or exceeds the employee's salary at the time of the Y-Rating action.

SIDE LETTER OF AGREEMENT

Between the City of Fort Bragg

and the

Fort Bragg Employees Organization, SEIU Local 1021

Section 18. CATASTROPHIC LEAVE PROGRAM

18.1. Policy

This policy is designed to assist employees who have exhausted all forms of paid leave due to a serious, catastrophic illness, emergency circumstance or injury that affects the employee or the employee's immediate family member and requires the employee to be absent from work. The Catastrophic Leave Program allows other City employees to voluntarily donate sick leave or vacation to an employee who meets the eligibility requirements so that the recipient will be able to remain on a paid status for a longer period of time, or until the employee is receiving short or long term disability, or is able to retire.

Donation and use of catastrophic leave is at the City Manager's discretion.

Donation and use of catastrophic leave requires the approval of the City Manager or their designee.

18.2. Eligibility for Personal Catastrophic Leave

18.2.1. The employee must meet the following requirements to be eligible for leave under this policy:

- (1) The employee must have been employed with the City and be considered actively employed by the City.
- (2) The employee must have a verifiable serious emergency circumstance or catastrophic illness or injury requiring an extended period of treatment or recuperation or the employee must be caring for an immediate family member as defined in Personnel Rules Section 15.2.8 who has a verifiable serious or catastrophic illness or injury. Serious or catastrophic illness or injury is one in which the employee or immediate family member is incapacitated and unable to work as certified by their physician for at least four (4) full workweeks. In addition, the employee must provide medical certification documents documenting the employee's serious or catastrophic illness or injury requiring an extended period of treatment or recuperation for at least (4) full workweeks.
- (3) In circumstances where an employee faces an extraordinary personal, or emergency situation requiring immediate consideration, the City Manager

is authorized to approve the employee's eligibility for participation in the Catastrophic Leave Program. Such approval may be granted when the City Manager determines that the employee's situation constitutes an emergency or extraordinary circumstance resulting in substantial hardship or loss of income.

- (3) The employee must have exhausted all paid leave balances.
- (4) The employee may not be concurrently receiving short or long-term disability or similar benefit, including State Disability Insurance

18.3. **Conditions for Donating Leave.**

18.3.1. The following are the conditions for donating leave:

- (1) To be eligible to donate leave, an employee must have been employed for six months.
- (2) All donations of leave are voluntary. No employee shall be required to donate leave.
- (3) Vacation and sick leave are the only types of leave allowed for donation and shall be donated on the basis of 1 hour received for each hour donated. If an employee wishes to donate vacation or sick leave, the employee must retain a minimum balance of eighty (80) sick leave hours after donating. If donating vacation leave, the employee must retain a balance of 40 hours after donating.
- (4) A donating employee may donate a maximum of 100 hours total to a recipient employee per catastrophic event. Recipient employees may receive a maximum of 520 donated hours (3 months/13 weeks) per catastrophic event.

Donated leave will be credited to the receiving employee's leave balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee.

- (5) Once the leave is donated and posted to the receiving employee, the employee donating such leave shall irrevocably lose all rights and privileges to the donated leave hours.

18.4. **Procedures For Donating and Receiving Leave**

18.4.1. For donating employees:

- (1) A donating employee shall complete the donation form and submit it to the Human Resources Office.
- (2) The Human Resources Office will review the request and forward to the City Manager for approval.

- (3) After approval by the City Manager, the Human Resources Office will submit the donation request to payroll for processing.
- (4) Donated leave will be used only as needed.
- (5) Donated leave will be credited to the receiving employee from the donating employee in chronological order by the date approved by the City Manager.

18.4.2. For receiving employees:

- (1) Once the receiving employee's own paid leave balances have been exhausted consistent with this policy, the employee may collect donated leave.
- (2) The receiving employee must be eligible for leave (meeting the requirements of Section 18.2.1 above) and willing to receive the donated leave.
- (3) The medical reasons for the need for the donated leave or name of the staff will only be disclosed to City employees if the employee agrees to such disclosure, either verbally or in writing.
- (4) The receiving employee will continue to be provided City-provided health and welfare benefits consistent with the City's Family and Medical Leave Policy.
- (5) All donated hours must be used on a continuous and uninterrupted basis until the earliest of the following occurs:
 - a. All donated leave balances are exhausted; or
 - b. The employee returns to work; or
 - c. The employee begins receiving long-term disability benefits; or
 - d. The employee's employment terminates.

18.5. **MISCELLANEOUS**

- (1) Catastrophic Leave donations are not tax deductible for the donor and all payroll taxes are the obligation of the recipient.
- (2) The recipient/donor must not have solicited nor accepted anything of value in exchange for the donation.
- (3) The Policy will be administered in a manner consistent with the Family Medical Leave Act/California Family Rights Act and applicable City leave policies and will not otherwise extend or alter an employees rights under those policies.
- (4) All donations shall remain confidential.

- (5) Donations will be deducted from the donor's balances as they are credited to the recipient. When the employee returns to work on a regular basis or tenders notice of resignation or retirement, any hours remaining in the catastrophic leave account will be refunded to the donors on a first-in-first basis, meaning the leave will be returned hour per hour to the last donation received.
- (6) Must have exhausted all earned leave balances (including sick, vacation, and compensatory time). However, the City Manager may approve the solicitation and acceptance of sick and/or vacation donations prior to all balances being exhausted when the physician's statement and existing leave balances indicate that all such balances will be exhausted within the next two pay periods.

FOR THE CITY OF FORT BRAGG

FOR THE FORT BRAGG EMPLOYEE ORGANIZATION/SEIU LOCAL 1021

DATE _____

DATE _____

Isaac Whippy, City Manager

Cody Filosi, Organization President

Justin Celeri, Organization Vice President

Attest:

Diana Paoli, City Clerk

Adriana Hernandez Moreno, Bargaining Team Member

Steven Baxman, Bargaining Team Member

**SIDE LETTER BETWEEN
THE CITY OF FORT BRAGG
AND
THE FORT BRAGG POLICE ASSOCIATION
CONCERNING Section 18.
CATASTROPHIC LEAVE PROGRAM**

Section 18. CATASTROPHIC LEAVE PROGRAM

18.1. **Policy**

This policy is designed to assist employees who have exhausted all forms of paid leave due to a serious, catastrophic illness, emergency circumstance or injury that affects the employee or the employee's immediate family member and requires the employee to be absent from work. The Catastrophic Leave Program allows other City employees to voluntarily donate sick leave or vacation to an employee who meets the eligibility requirements so that the recipient will be able to remain on a paid status for a longer period of time, or until the employee is receiving short or long term disability, or is able to retire.

Donation and use of catastrophic leave is at the City Manager's discretion.

Donation and use of catastrophic leave requires the approval of the City Manager or their designee.

18.2. **Eligibility for Personal Catastrophic Leave**

18.2.1. The employee must meet the following requirements to be eligible for leave under this policy:

- (1) The employee must have been employed with the City and be considered actively employed by the City.
- (2) The employee must have a verifiable serious emergency circumstance or catastrophic illness or injury requiring an extended period of treatment or recuperation or the employee must be caring for an immediate family member as defined in Personnel Rules Section 15.2.8 who has a verifiable serious or catastrophic illness or injury. Serious or catastrophic illness or injury is one in which the employee or immediate family member is incapacitated and unable to work as certified by their physician for at least four (4) full workweeks. In addition, the employee must provide medical certification documents documenting the employee's serious or catastrophic illness or injury requiring an extended period of treatment or recuperation for at least (4) full workweeks.
- (3) In circumstances where an employee faces an extraordinary personal, or emergency situation requiring immediate consideration, the City Manager is authorized to approve the employee's eligibility for participation in the Catastrophic Leave Program. Such approval may be granted when the City Manager determines that the employee's situation constitutes an emergency or extraordinary circumstance resulting in substantial hardship or loss of income.
- (3) The employee must have exhausted all paid leave balances.
- (4) The employee may not be concurrently receiving short or long-term disability or similar benefit, including State Disability Insurance

18.3. **Conditions for Donating Leave.**

18.3.1. The following are the conditions for donating leave:

- (1) To be eligible to donate leave, an employee must have been employed for six months.
- (2) All donations of leave are voluntary. No employee shall be required to donate leave.

- (3) Vacation and sick leave are the only types of leave allowed for donation and shall be donated on the basis of 1 hour received for each hour donated. If an employee wishes to donate vacation or sick leave, the employee must retain a minimum balance of eighty (80) sick leave hours after donating. If donating vacation leave, the employee must retain a balance of 40 hours after donating.
- (4) A donating employee may donate a maximum of 100 hours total to a recipient employee per catastrophic event. Recipient employees may receive a maximum of 520 donated hours (3 months/13 weeks) per catastrophic event.
Donated leave will be credited to the receiving employee's leave balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee.
- (5) Once the leave is donated and posted to the receiving employee, the employee donating such leave shall irrevocably lose all rights and privileges to the donated leave hours.

18.4. **Procedures For Donating and Receiving Leave**

18.4.1. For donating employees:

- (1) A donating employee shall complete the donation form and submit it to the Human Resources Office.
- (2) The Human Resources Office will review the request and forward to the City Manager for approval.
- (3) After approval by the City Manager, the Human Resources Office will submit the donation request to payroll for processing.
- (4) Donated leave will be used only as needed.
- (5) Donated leave will be credited to the receiving employee from the donating employee in chronological order by the date approved by the City Manager.

18.4.2. For receiving employees:

- (1) Once the receiving employee's own paid leave balances have been exhausted consistent with this policy, the employee may collect donated leave.
- (2) The receiving employee must be eligible for leave (meeting the requirements of Section 18.2.1 above) and willing to receive the donated leave.
- (3) The medical reasons for the need for the donated leave or name of the staff will only be disclosed to City employees if the employee agrees to such disclosure, either verbally or in writing.
- (4) The receiving employee will continue to be provided City-provided health and welfare benefits consistent with the City's Family and Medical Leave Policy.
- (5) All donated hours must be used on a continuous and uninterrupted basis until the earliest of the following occurs:
 - a. All donated leave balances are exhausted; or
 - b. The employee returns to work; or
 - c. The employee begins receiving long-term disability benefits; or
 - d. The employee's employment terminates.

18.5. **MISCELLANEOUS**

- (1) Catastrophic Leave donations are not tax deductible for the donor and all payroll taxes are the obligation of the recipient.
- (2) The recipient/donor must not have solicited nor accepted anything of value in exchange for the donation.
- (3) The Policy will be administered in a manner consistent with the Family Medical Leave Act/California Family Rights Act and applicable City leave policies and will not otherwise extend or alter an employees rights under those policies.
- (4) All donations shall remain confidential.
- (5) Donations will be deducted from the donor's balances as they are

credited to the recipient. When the employee returns to work on a regular basis or tenders notice of resignation or retirement, any hours remaining in the catastrophic leave account will be refunded to the donors on a first-in-first basis, meaning the leave will be returned hour per hour to the last donation received.

- (6) Must have exhausted all earned leave balances (including sick, vacation, and compensatory time). However, the City Manager may approve the solicitation and acceptance of sick and/or vacation donations prior to all balances being exhausted when the physician's statement and existing leave balances indicate that all such balances will be exhausted within the next two pay periods.

FOR THE CITY OF FORT BRAGG

DATE _____

Isaac Whippy, City Manager

FOR THE FORT BRAGG POLICE
ASSOCIATION, INC.:

DATE _____

Gage Farris, FBPA President

Attest:

Diana Paoli, City Clerk



City of Fort Bragg

416 N Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

Text File

File Number: 26-251

Agenda Date: 6/8/2026

Version: 1

Status: Business

In Control: City Council

File Type: Committee Minutes

Agenda Number: 5J.

Receive and File Minutes of the Visit Fort Bragg Committee Meeting of April 14, 2026



City of Fort Bragg

416 N Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

Meeting Minutes Visit Fort Bragg

Tuesday, April 14, 2026

3:30 PM

Town Hall, 363 N. Main Street
and Via Video Conference

MEETING CALLED TO ORDER

Chair Albin-Smith called the meeting to order at 3:32 PM.

ROLL CALL

Staff Present: Public Experience Liaison Adelaide La Torre and Administrative Assistant Stephanie Remington.

Present - Lindy Peters, Tess Albin-Smith, Scott Schneider, Jon Glidewell, Stathi Pappas, Ryan Ballou
Absent - Barb Bruce, Sabine Hahnbueck

1. APPROVAL OF MINUTES

1A. [26-166](#) Approve Minutes of Visit Fort Bragg Committee March 10, 2026

Attachments: [VFB MINS 03.10.2026](#)

The minutes were approved by the committee as presented.

2. PUBLIC COMMENTS ON NON-AGENDA ITEMS

Jenny Shattuck, Ron White, and Shelley Green.

3. CONDUCT OF BUSINESS

3A. [26-165](#) Discussion and Direction on Improving the Visitor Experience for Fort Bragg

Attachments: [Pull Marketing/Visitor Engagement](#)
[Att 1 - Project Prioritization Matrix](#)

Jon Glidewell presented a proposal for a matrix processing system in which Visit Fort Bragg and subcommittee will evaluate and monitor event and tourism/marketing ideas. Guidance on implementation was requested.

Discussion: The committee requested matrix simplification and a way to include public input. Direction moving forward includes an ad hoc subcommittee of Jon Glidewell and Stathi Pappas to implement requested changes and present an example matrix with events/proposals for next meeting.

Public Comment: Ron White, Shelley Green, and Tom Kavanaugh.

3B. [26-167](#) Receive Update from Idea Cooperative

Attachments: [VFB Update](#)

Tom Kavanaugh reported on Idea Cooperative activity through March. He gave updates on the proposed Bike Race with limiting factors that have delayed event coordination. Updates on the Music Festival were reported. Event presentation and budgeting request will go to City Council in May. Music Festival event is projected to happen September 26, 2026 if all processing happens in a timely manner.

Discussion: Clarification on music festival dates and headliners, bike race logistics, and event budgetting/planning was given. A request was made for items of business to be brought before the Visit Fort Bragg Committee before moving forward to City Council. Inquiries were made on Google Performance Max and its potential future use. A request was made for the yearly schedule/calendar to be more flexible depending on event and proposal outcomes.

Public Comment: Shelley Green.

3C. [26-168](#) Receive Update from Visit Mendocino

Attachments: [VFB - VMC Update](#)
[VMC Social Slides - March](#)

Scott Schneider reported on Visit Mendocino activity in March including events and marketing. Positive results for Whale Fest for all cities involved due to collaborative effort to market and advertise the month of events.

Discussion: Committee members requested consideration for discount vouchers for Soroptimist Whale Run participants next year as has been done in the past.

Public Comment: None.

3D. [26-169](#) Receive Oral Update from VFB Special Events Subcommittee

Adelaide La Torre reported on City events in conjunction with Visit Fort Bragg. Future City events were announced. Updates were given on Blues Fest, occurring the first weekend in May, and Entertainment Zones, occurring every First Friday through the summer months beginning in May.

Discussion: None.

Public Comment: None.

4. MATTERS FROM COMMITTEE / STAFF

Lindy Peters announced the beginning of Binocular installation on the Coastal Trail with groundwork beginning near Noyo Headlands. Scott Schneider requested an agenda item before July for the Committee to add input to the Visit Fort Bragg/Marketing Budget for the next fiscal year.

ADJOURNMENT

Chair Albin-Smith adjourned the meeting at 4:57 PM.



City of Fort Bragg

416 N Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

Text File

File Number: 26-255

Agenda Date: 6/8/2026

Version: 1

Status: Business

In Control: City Council

File Type: Minutes

Agenda Number: 5K.

Approve Special Meeting of May 26, 2026



City of Fort Bragg

416 N Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

Meeting Minutes Special City Council

*THE FORT BRAGG CITY COUNCIL MEETS CONCURRENTLY
AS THE FORT BRAGG MUNICIPAL IMPROVEMENT DISTRICT
NO. 1 AND THE FORT BRAGG REDEVELOPMENT
SUCCESSOR AGENCY*

Tuesday, May 26, 2026

4:30 PM

Town Hall, 363 N Main Street
and Via Video Conference

SPECIAL CLOSED SESSION

CALL TO ORDER

Mayor Godeke called the meeting to order at 4:30 PM

ROLL CALL

Present: 5 - Mayor Jason Godeke, Vice Mayor Marcia Rafanan, Councilmember Tess Albin-Smith, Councilmember Scott Hockett and Councilmember Lindy Peters

1. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

None.

2. CLOSED SESSION

Mayor Godeke recessed the meeting at 4:31 PM; the meeting reconvened to closed session at 4:34 PM.

2A. [26-242](#) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION, Pursuant to Paragraph (1) of Subdivision (d) of Gov. Code Section 54956.9 City of Fort Bragg v. Mendocino Railroad, Case No. 21CV00850, Superior Court of Mendocino County, State of California

2B. [26-243](#) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION, Pursuant to Paragraph (1) of Subdivision (d) of Gov. Code Section 54956.9 SIERRA NORTHERN RAILWAY and MENDOCINO RAILWAY v. CITY OF FORT BRAGG, United States District Court Case No. 4:24-cv-04810-JST

2C. [26-247](#) CONFERENCE WITH LABOR NEGOTIATORS: Pursuant to Government Code Section 54957.6: City Negotiator: Juli Mortensen, HR Manager & Sage Statham Broadband Director; Employee Organizations: Fort Bragg Employee Organization;

Mayor Godeke reconvened the meeting to open session at 5:55 PM and reported that no reportable action was taken on the closed session items.

ADJOURNMENT

Mayor Godeke adjourned the meeting at 5:55 PM.

JASON GODEKE, MAYOR

Diana Paoli, City Clerk

IMAGED (_____)



City of Fort Bragg

416 N Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

Text File

File Number: 26-256

Agenda Date: 6/8/2026

Version: 1

Status: Business

In Control: City Council

File Type: Minutes

Agenda Number: 5L.

Approve Minutes of May 26, 2026



City of Fort Bragg

416 N Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

Meeting Minutes City Council

*THE FORT BRAGG CITY COUNCIL MEETS CONCURRENTLY
AS THE FORT BRAGG MUNICIPAL IMPROVEMENT DISTRICT
NO. 1 AND THE FORT BRAGG REDEVELOPMENT
SUCCESSOR AGENCY*

Tuesday, May 26, 2026

6:00 PM

Town Hall, 363 N. Main Street
and Via Video Conference

CALL TO ORDER

Mayor Godeke called the meeting to order at 6:09 PM

PLEDGE OF ALLEGIANCE

ROLL CALL

Present: 5 - Mayor Jason Godeke, Vice Mayor Marcia Rafanan, Councilmember Tess Albin-Smith, Councilmember Lindy Peters and Councilmember Scott Hockett

CLOSED SESSION REPORT

Mayor Godeke reported that no reportable action was taken on the Closed Session Items.

AGENDA REVIEW

None.

1. MAYOR'S RECOGNITIONS AND ANNOUNCEMENTS

1A. [26-229](#) Presentation of Proclamation Declaring Pride Month

Mayor Godeke read and presented the Proclamation Declaring Pride Month to Mendocino Safe Space and Spectrum Club members.

1B. [26-231](#) Presentation of Proclamation Honoring the 30th Anniversary of Pacific Textiles Arts

Mayor Godeke read and presented Proclamation Honoring the 30th Anniversary of Pacific Textiles Arts to members.

2. PUBLIC COMMENTS ON: (1) NON-AGENDA, (2) CONSENT CALENDAR & (3) CLOSED SESSION ITEMS

- (1) Jenny Shattuck, Steven Dewer, Evan Dick, Jacob Patterson, and Jay Rosenquist.
- (2) None.
- (3) N/A.

3. STAFF COMMENTS

City Clerk Diana Paoli reminded community ballot box at City Hall is opened for one week until June 2, 2026, at 8:00 PM.

4. MATTERS FROM COUNCILMEMBERS

Councilmembers shared Binoculars are installed and ready for use on Coastal Trail; City of Fort Bragg sign South of town created by Rick Sacks will soon eliminate with LED lights; concerned citizen letter concerning speeding and RV Parking behind firehouse; inquiry to staff regarding Overtime Brewery; and Mendocino Transit Authority Board opening opportunity. Upcoming events: Parks and Recreation meeting and Mayor Godeke hosting "Meet the Mayor" at Farmer's Market.

5. CONSENT CALENDAR

Mayor Godeke pulled Item 5C for discussion.

Approval of the Consent Calendar

A motion was made by Councilmember Peters, seconded by Councilmember Albin-Smith, that the Consent Calendar be approved with exception of 5C. The motion carried by the following vote:

Aye: 5 - Mayor Godeke, Vice Mayor Rafanan, Councilmember Albin-Smith, Councilmember Peters and Councilmember Hockett

- 5A. [26-212](#)** Adopt, by Title Only, and Waive Further Reading of Ordinance 1022-2026 Repealing and Replacing Chapter 15.04 (Construction Codes - Adopted by Reference) and Chapter 15.05 (California Fire Code of Title 15 (Buildings and Construction) of the Fort Bragg Municipal Code; Adopting and Incorporating the California Administrative Code, California Building Code, California Residential Code, California Electrical Code, California Mechanical Code, California Plumbing Code, California Energy Code, California Historical Building Code, California Existing Building Code, California Green Building Standards Code, California Referenced Standards Code, California Fire Code, California Wildland-Urban Interface Code; and Adopting Local Findings; and Making Other Technical and Administrative Revisions to Title 15

This Ordinance was adopted on the Consent Calendar.

Enactment No: ORD 1022-2026

- 5B. [26-213](#)** Adopt, by Title Only, and Waive Further Reading of Ordinance 1023-2026 to Amend Chapter 15.06 of the Fort Bragg Municipal Code to Require Sprinkler Installation in Buildings with Building Permits with Cumulative Valuations of \$125,000 or more, over a three year period

This Ordinance was adopted on the Consent Calendar.

Enactment No: ORD 1023-2026

- 5D. [26-241](#)** Receive and File Minutes of the Visit Fort Bragg Committee Meeting of May 12, 2026

This Committee Minutes was received and filed on the Consent Calendar.

- 5E. [26-234](#) Receive and File Minutes of the Public Works and Facilities Committee Meeting of March 12, 2026

This Committee Minutes was received and filed on the Consent Calendar.

- 5F. [26-233](#) Approve Minutes of Special Meeting of May 11, 2026

These Minutes were approved on the Consent Calendar.

- 5G. [26-232](#) Approve Minutes of May 11, 2026

This Minutes was approved on the Consent Calendar.

ITEM REMOVED FROM CONSENT CALENDAR

- 5C. [26-235](#) Adopt Resolution of the Fort Bragg City Council Adopting Budget Amendment 2025/26-14 for the 4th of July Fireworks Display and Authorizing the City Manager to Execute Contract (Not to Exceed \$50,000)

Mayor Godeke pulled Item 5C to discuss the background of increased cost and continuing with traditional fireworks display on the 4th of July.

Public Comment: Paul Clark and Jay Rosenquist

This Resolution was adopted on the Consent Calendar.

Enactment No: RES 5027-2026

6. DISCLOSURE OF EX PARTE COMMUNICATIONS ON AGENDA ITEMS

None.

7. PUBLIC HEARING

N/A.

8. CONDUCT OF BUSINESS

- 8A. [26-210](#) Presentation of Community Retail Survey Results and Consideration of Retail Recruitment and Commercial Revitalization Strategies, Including Consider Adoption of City Council Resolution Approving and Authorizing City Manager to Execute the Professional Services Agreement with The Retail Coach (Amount Not to Exceed \$27,500); CEQA Exemption 15061(b)(3)

Mayor Godeke introduced Item 8A. City Manager Isaac Whippy presented staff report and retail survey results. Vice President Charles Parker of The Retail Coach was available online to reply to Councilmembers clarifying questions.

Public Comment: Jenny Shattuck, Jay Rosenberg, Paul Clark, and Jacob Patterson.

Direction: Council gave further direction to recommend Community Development Committee

review City's Formula Business Ordinance including exploration of marketing or recruiting as a strategy.

8B. [26-244](#) Presentation of the 2025 Annual Police Report

Police Chief Eric Swift shared 2025 FBPD Annual report presentation. Councilmembers asked clarifying questions.

Public Comment: Jenny Shattuck and Jacob Patterson.

8C. [26-246](#) 2026 2nd Annual Blues Festival: Presentation, Recap, and Community Impact

Mayor Godeke introduced Item 8C. Pam Bell shared presentation of Fort Bragg Blues Festival. Councilmembers asked clarifying questions.

Public Comment: Paul Clark, Jacob Patterson and Jay Rosenquist.

Direction: Council gave direction to staff to prepare a Resolution to secure Fort Bragg Blues Festival as an event to take place the first of May for five years to improve commitment of musicians and sponsors.

Mayor Godeke recessed the meeting at 7:52 PM; the meeting reconvened to open session at 8:00 PM.

8D. [26-248](#) Receive Presentation on the Tide & Timber Music Festival Concept and Provide Direction for FY 2026-27 Budget Planning

City Manager Isaac Whippy introduced Item 8D. Tom Kavanaugh of Idea Cooperative shared presentation. City Manager Isaac Whippy clarified budget limitations. Councilmembers asked clarifying questions.

Public Comment: Paul Clark, Jacob Patterson, and Jay Rosenquist.

Direction: Councilmembers directed to pause this year to allow time for more planning and to determine funding.

9. CLOSED SESSION

ADJOURNMENT

Mayor Godeke adjourned the meeting at 9:48 PM.

JASON GODEKE, MAYOR

Diana Paoli, City Clerk

IMAGED (_____)



City of Fort Bragg

416 N Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

Text File

File Number: 26-237

Agenda Date: 6/8/2026

Version: 1

Status: Public Hearing

In Control: City Council

File Type: Staff Report

Agenda Number: 7A.

Receive a Report, Hold a Public Hearing to Present the City of Fort Bragg Vacancy Report 2026, a Comprehensive Overview of Job Vacancies, Recruitment, and Retention Efforts, as Required by Assembly Bill 2561.

Receive a report and hold a public hearing to present a comprehensive overview of current job vacancies, recruitment and retention efforts as required by Assembly Bill 2561. This presentation will also include recruitment and retention challenges and potential areas of improvement (Government Code Section 3502.3).



CITY COUNCIL STAFF REPORT

TO: City Council **DATE:** June 8, 2026

DEPARTMENT: Administration Department

PREPARED BY: Juli Mortensen, Human Resources Manager

PRESENTER: Juli Mortensen, Human Resources Manager

AGENDA TITLE: Assembly Bill 2561 Vacancy Report

RECOMMENDATION

Staff recommends that the City of Fort Bragg receive the FY 2024-2025 Assembly Bill (AB) 2561 Vacancy Report. The report provides an update on the status of vacancies, recruitment, and retention efforts for the City of Fort Bragg, in compliance with the AB 2561 law, which took effect on January 1, 2025, and was codified. ("AB") 2561. (Gov. Code § 3502.3)

BACKGROUND

AB 2561 was introduced to address the issue of job vacancies in local government, which adversely affects the delivery of public services and the workload of employees. Among other requirements, the bill mandates that public agencies conduct a public hearing to present the status of vacancies, recruitment, and retention efforts during a public hearing before the agency's governing body at least once per fiscal year prior to the adoption of the next fiscal year's budget and identify any necessary changes to policies, procedures, and recruitment activities that may lead to obstacles in the hiring process. The bill was enacted into law and is codified as Government Code section 3502.3, effective January 1, 2025.

DISCUSSION AND ANALYSIS

In compliance with the new legal obligations, the City is required to do the following:

1. Public Hearing – Report on Vacancies: For the fiscal year 2025-2026, the City's annual average percentage of vacancies (i.e., regular, full-time equivalent) is 8%. The table below shows a breakdown of the percentage of vacancies:
2. Employee Organization Participation: Allow the recognized employee organization for each bargaining unit at the City to make presentations during the public hearing concerning vacancies and recruitment and retention efforts. The

AGENDA ITEM NO. 7A

Human Resources Department notified the two (2) represented bargaining units at the City of the opportunity to present. (Gov. Code § 3502.3(b).)

FY 2024-2025 City of Fort Bragg AB 2561 Vacancy Rate		FY 2025-2026 City of Fort Bragg AB 2561 Vacancy Rate	
Employee Group	Vacancy Rate	Employee Group	Vacancy Rate
FBEO	0%	FBEO	8%
FBPA	2%	FBPA	14%
Conf/Nbarg	16%	Conf/Nbarg	6%
CV Starr	20%	CV Starr	0%
Temporary	20%	Temporary	6%
Mid-Mgmt	1%	Mid-Mgmt	7%
Executive	33%	Executive	14%
Total Vacancy Rate	13%	Total Vacancy Rate	8%

The City's overall vacancy rate for FY 2025–2026 shows meaningful improvement compared to the prior fiscal year. The total citywide vacancy rate decreased from 13% in FY 2024–2025 to 8% in FY 2025–2026, reflecting progress in filling key positions and stabilizing departmental operations.

The Executive Management employee group ended FY 2025–2026 with a 14% vacancy rate. This rate reflects both the addition of three new classifications—Director of Information Technology, Director of Broadband, and Director of Parks & Recreation—and transitions within existing positions. The Director of Information Technology role was successfully filled through an internal promotion, and the Director of Broadband position was filled for approximately nine months of the fiscal year. The Director of Parks & Recreation position remained vacant as the division continues to be developed. The Police Chief position was also vacant for two months; however, operational continuity was maintained through an appointed Interim Chief during that period.

The vacancy rate was further impacted by the continued vacancy in the Director of Planning & Housing position, which remained unfilled as of this report. To improve recruitment outcomes for this highly specialized role, the City implemented a hybrid recruitment strategy—using an executive search firm for candidate sourcing and outreach, while bringing screening and selection back in-house to reduce overall costs. This approach leverages the strengths of executive search firms while maintaining fiscal responsibility. It is producing positive results, and the City is optimistic that the Director of Planning & Housing position will be filled within the next few months.

In the Confidential/Non-Bargaining group, vacancies dropped from 16% to 6%, following successful backfilling of the City Clerk classification and reclassifications that stabilized internal staffing.

The above chart shows that the C.V. Starr Center has a vacancy rate of 0% due to rounding. In precise terms, the C.V. Starr achieved near-full staffing, with a vacancy rate of 0.19%, supported by ongoing recruitment for lifeguards and other seasonal positions. This level of staffing has enabled the Center to expand operating hours, including Sunday openings.

The Fort Bragg Police Association (FBPA) vacancy rate increased from 2% in FY 2024–2025 to 14% in FY 2025–2026, reflecting a combination of employee separations, internal promotions, and restructuring within the Police Department. This level of turnover is not unusual during periods of leadership transition, particularly following the departure of a Police Chief and the onboarding of a new Chief. In this case, several personnel changes occurred shortly before and after the change in command, contributing to the elevated vacancy rate.

Despite these challenges, the Police Department and the City are proactively addressing recruitment needs. The City is actively engaging with Police Academies, expanding social media outreach, and maintaining a visible presence at community events to attract new candidates. The Department has also brought on a college intern for the summer, providing valuable hands-on experience and supporting operational needs. In addition, the City is developing a high school internship program designed to build early interest in public service careers and create a local pipeline for future Police Department and City employees.

The City continues to recruit for both Police Recruits and lateral Police Officers on an ongoing basis. These combined efforts aim to stabilize staffing levels, strengthen the Department's workforce, and ensure continued delivery of high-quality public safety services.

The Fort Bragg Employee Organization (FBEO) vacancy rate increased from 0% in FY 2024–2025 to 8% in FY 2025–2026. This change is primarily the result of a few employee departures, transfers, and the addition of several authorized positions needed to support major City initiatives, including the solar project, the C.V. Starr HVAC replacement, broadband implementation, and a growing portfolio of Public Works projects. These added responsibilities expanded overall headcount and temporarily increased the number of positions requiring recruitment.

Finally, Temporary/Seasonal classifications saw vacancy rates improve from 20% to 6% as incumbents transitioned into full-time positions, though recruitment in this group remains challenging due to wage competition and the limited benefits typical of temporary roles.

Overall, the staffing outlook for FY 2025–2026 shows positive momentum. Continued recruitment efforts, strategic reclassifications, and targeted retention initiatives have contributed to lower vacancy rates across most employee groups. Remaining vacancies are concentrated in specialized classifications where recruitment difficulties are common statewide. Continued monitoring and proactive workforce planning will be essential to maintaining service levels and supporting organizational effectiveness in the coming fiscal year.

Hiring Summary FY 2025-2026

Number of Requisitions

To date, during FY 2025-2026, the City processed or is processing sixteen requisitions, slightly higher than the prior year. The term 'requisition' is interchangeable with 'job posting'. Of these requisitions, seven are filled. Three openings are in the pre-employment processing stage with tentative hire dates in June or early July. Of the remaining openings, most are in the interviewing stage.

Time to Fill FY 2025-2026

The City's current Time to Fill is 109 days. This figure is skewed by the Administrative Assistant – Police recruitment, which was intentionally opened early in February 2026 so the selected internal candidate could be prepared to move into the role at the start of FY 2026–27 and receive cross-training ahead of a planned retirement later in the year. Because the candidate will not transition into the position until July, the recruitment remains listed as "open," inflating the overall metric. Removing this intentional, long-lead recruitment results in a City Time to Fill of 98 days, which more accurately reflects typical hiring timelines."

A Time to Fill of 98 days reflects that, overall, positions are taking longer to fill. Several factors contribute to this trend. Police Department recruitments generally require additional time due to background checks and statutory hiring requirements. In addition, the Human Resources Division experienced a temporary staffing shortage earlier in the year, which, despite HR's continued commitment to maintaining service levels, slowed recruitment timelines. As staffing stabilized, recruitment processing times improved, and the City remains committed to further streamlining hiring in the coming year.

Recruitment Successes and Challenges

The City reduced its overall vacancy rate from 13% to 8% in FY 2025–26, driven by stronger hiring across most employee groups. Expanded recruitment—including Police Academy outreach, enhanced social media efforts, greater community presence, and new internship pathways—strengthened the hiring pipeline. Executive Management vacancies remained at 14% due to additional positions and the ongoing Planning and Housing Director vacancy, which affects staffing capacity, though further improvement is expected next year. While Police and FBEO vacancies rose due to turnover and added positions, HR processed sixteen requisitions and reduced the adjusted Time to Fill to 98 days as staffing stabilized. Overall, the City achieved meaningful progress in reducing vacancies and improving recruitment effectiveness Citywide.

FISCAL IMPACT/FUNDING SOURCE

The cost of publication of the public notice in the local paper is the only fiscal impact. The advertising cost was \$182.23 to publish the hearing notice in the Fort Bragg Advocate. Other than the advertising cost, there is no direct fiscal impact associated with conducting the public hearing required under Government Code § 3205.3.

ENVIRONMENTAL ANALYSIS:

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The public hearing and reporting on vacancy rates, recruitment, and retention efforts meet the above criteria and are therefore exempt from CEQA. No additional environmental review is required.

STRATEGIC PLAN/COUNCIL PRIORITIES/GENERAL PLAN CONSISTENCY

This is in alignment with the City's Strategic Plan: 6A Develop and implement a Recruitment and Retention Program for all departments that attracts the best and brightest who will invest in the well-being of our City, where we build community through work.

COMMUNITY OUTREACH

Notice of the hearing to the public will be provided in accordance with the Ralph M. Brown Act, Assembly Bill 2561 (Gov. Code § 3502.33502.3(a)(2), Gov. Code § 3502.3(a)(3)), Gov. Code § 3502.3(b), Gov. Code § 3502.3(c). The City of Fort Bragg has provided outreach to notify each of the respective bargaining units, the Fort Bragg Employee Organization (FBEO), and the Fort Bragg Police Association (FBPA), of their respective boards of directors, in compliance with Assembly Bill 2561 (Gov. Code §3502.3(b)). A notice of public hearing was published.

ALTERNATIVES:

There is no alternative. This is a legal obligation as outlined in Assembly Bill 2561 (Gov. Code Section 3502.3).

ATTACHMENTS:

- Assembly Bill 2561
- 2026.06.08 AB 2561 Vacancy Report

NOTIFICATION:

Service Employees International Union Local 1021

Field Representative – Patrick Hickey, patrickhickey@seiu1021.org

Fort Bragg Employee Organization Board

President - Cody Filosi, cfilosi@fortbraggca.com

Vice President – Steve Baxman, sbaxman@fortbraggca.com

Member at Large – Adriana Hernandez Moreno, amoreno@fortbraggca.com

Member at Large – Justin Celeri@fortbraggca.com

Mastagni Holstedt, A.P.C.

Labor Relations Consultant – Shaun A. Du Fosee, sdufosee@mastagni.com

Fort Bragg Police Association Board

President – Padriac Ferris, pferris@fortbraggca.gov

Vice President – Rory Beak, rbeak@fortbraggca.gov

Treasurer – Antoinette Moore, amoore@fortbraggca.com


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AB-2561 Local public employees: vacant positions. (2023-2024)

SHARE THIS:



Date Published: 09/23/2024 09:00 PM

Assembly Bill No. 2561

CHAPTER 409

An act to add Section 3502.3 to the Government Code, relating to public employment.

[Approved by Governor September 22, 2024. Filed with Secretary of State September 22, 2024.]

LEGISLATIVE COUNSEL'S DIGEST

AB 2561, McKinnor. Local public employees: vacant positions.

Existing law, the Meyers-Milias-Brown Act (act), authorizes local public employees, as defined, to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on matters of labor relations. The act requires the governing body of a public agency to meet and confer in good faith regarding wages, hours, and other terms and conditions of employment with representatives of recognized employee organizations and to consider fully presentations that are made by the employee organization on behalf of its members before arriving at a determination of policy or course of action.

This bill would, as specified, require a public agency to present the status of vacancies and recruitment and retention efforts at a public hearing at least once per fiscal year, and would entitle the recognized employee organization to present at the hearing. If the number of job vacancies within a single bargaining unit meets or exceeds 20% of the total number of authorized full-time positions, the bill would require the public agency, upon request of the recognized employee organization, to include specified information during the public hearing. By imposing new duties on local public agencies, the bill would impose a state-mandated local program. The bill would also include related legislative findings.

The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement shall be made pursuant to these statutory provisions for costs mandated by the state pursuant to this act, but would recognize that a local agency or school district may pursue any available remedies to seek reimbursement for these costs.

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: yes

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. The Legislature finds and declares as follows:

- (a) Job vacancies in local government are a widespread and significant problem for the public sector affecting occupations across wage levels and educational requirements.
- (b) High job vacancies impact public service delivery and the workers who are forced to handle heavier workloads, with understaffing leading to burnout and increased turnover that further exacerbate staffing challenges.
- (c) There is a statewide interest in ensuring that public agency operations are appropriately staffed and that high vacancy rates do not undermine public employee labor relations.

SEC. 2. Section 3502.3 is added to the Government Code, to read:

3502.3. (a) (1) A public agency shall present the status of vacancies and recruitment and retention efforts during a public hearing before the governing board at least once per fiscal year.

(2) If the governing board will be adopting an annual or multiyear budget during the fiscal year, the presentation shall be made prior to the adoption of the final budget.

(3) During the hearing, the public agency shall identify any necessary changes to policies, procedures, and recruitment activities that may lead to obstacles in the hiring process.

(b) The recognized employee organization for a bargaining unit shall be entitled to make a presentation at the public hearing at which the public agency presents the status of vacancies and recruitment and retention efforts for positions within that bargaining unit.

(c) If the number of job vacancies within a single bargaining unit meets or exceeds 20 percent of the total number of authorized full-time positions, the public agency shall, upon request of the recognized employee organization, include all of the following information during the public hearing:

(1) The total number of job vacancies within the bargaining unit.

(2) The total number of applicants for vacant positions within the bargaining unit.

(3) The average number of days to complete the hiring process from when a position is posted.

(4) Opportunities to improve compensation and other working conditions.

(d) This section shall not prevent the governing board from holding additional public hearings about vacancies.

(e) The provisions of this section are severable. If any provision of this section or its application is held invalid, the invalidity shall not affect other provisions or applications that can be given effect without the invalid provision or application.

(f) For purposes of this section, "recognized employee organization" has the same meaning as defined in subdivision (a) of Section 3501.

SEC. 3. The Legislature finds and declares that Section 2 of this act, which adds Section 3502.3 to the Government Code, furthers, within the meaning of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the purposes of that constitutional section as it relates to the right of public access to the meetings of local public bodies or the writings of local public officials and local agencies. Pursuant to paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the Legislature makes the following findings:

It is in the public interest, and it furthers the purposes of paragraph (7) of subdivision (b) of Section (3) of Article I of the California Constitution, to ensure that information concerning public agency employment is available to the public.

SEC. 4. No reimbursement shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code for costs mandated by the state pursuant to this act. It is recognized, however, that a local agency or school district may pursue any remedies to obtain reimbursement available to it under Part 7 (commencing with Section 17500) and any other law.

AB 2561 Vacancy Report - FBEO

Fort Bragg Employee Organization (FBEO) Classifications	Budgeted as of 7/1/2025	Headcount as of 7/1/2025	Incumbents	Number of Incumbents	Filled Percentage	Vacancy Rate	Notes
	3	3	Emily Reno Laura Godinez	3	100%	0%	
Administrative Assistant - Non-Confidential			Lisi Horstman	1	100%	0%	Emily is the Admin Assistant mentioned on the 7/1/24 Budget for Public Works. Lisi Horstman is the Administrative Assistant in Community Development.
Assistant City Engineer	2	2	Alfredo Huerta Diane O'Connor	2	N/A	N/A	
Assistant Planner	1	1	Valerie Slump	1	75%	25%	Backfilled Sarah Peters.
Associate Planner			Sarah Peters	1	100%	100%	Added due to promotion 7/13/2025
Code Enforcement Officer	0	0	None	0	N/A	N/A	
Engineering Technicians	2	2	None	0	100%	0%	
Engineering Technician			Kevin McDannold	1	100%	0%	
Engineering Technician II			Carlos Hernandez	1	100%	100%	
Engineering Technician - Senior			None	0	N/A	N/A	
Environmental Compliance Officer	1	1	Frank Kemper	1	100%	0%	
Finance Lead	0	0	Laura Bianchi Lumbird	1	100%	0%	Position established in November 2025.
Finance Technician I	2	2	Alexandria Frazer Jessica Syres	2	100%	0%	Ruby Acosta immediately promoted from Admin Coord to Finance Technician upon Frazer's departure.
			Ruby Acosta	1	100%	0%	
Finance Technician II	0	N/A	None	0	N/A	N/A	
Finance Technician III	1	1	Adriana Hernandez Moreno	1	100%	0%	
Government Accountant I	1	1	Laura Bianchi Lumbird	1	100%	0%	
Government Accountant II	0	N/A	None	0	N/A	N/A	
Grants Coordinator	1	1	Lacy Salinas	1	100%	0%	
Maintenance Division							
Maintenance Division Supervisor	1	1	Ian Sanderson	1	100%	0%	
Maintenance Workers	9	9		7	89%	2%	
Maintenance Worker I			Open	2	83%	17%	
			Andrew Ryken	1	100%	0%	
			Brandon Wilber	1	100%	0%	
Maintenance Worker II			Jason Balassi	4	100%	0%	
			Justin Cateri	1	100%	0%	
			Justin Archimede	1	100%	0%	
			Marshall Morgan	1	100%	0%	
Maintenance Worker III			Open	0	N/A	N/A	
Maintenance Worker IV			None	0	N/A	N/A	
			Steven Baxman	1	100%	100%	Created to promote future career growth. Not budgeted at this time.
Maintenance Worker Lead			None	0	N/A	N/A	
Mechanic	1	0	Craig Utsumi	1	100%	0%	
Operations Supervisor	0	0	None	0	N/A	N/A	
Permit Technician	0	0	None	0	N/A	N/A	
Planning Technician	0	0	None	0	N/A	N/A	
Systems Technician	0	0	None	0	N/A	N/A	
Treatment Division							
Treatment Division Supervisor	1	1	Alden Ramos	1	100%	0%	
Treatment Plant Operators	7	7		7	78%	28%	
Treatment Plant Operator in Training			Edwin Powers	1	55%	42%	
			Diego Zapata	1	50%	50%	
			Andrew Wood	1	17%	83%	
Treatment Plant Operator I			None	0	N/A	N/A	
			Chris Britans	1	100%	0%	
Treatment Plant Operator III			Paul Labreck	1	100%	0%	
			Humberto Arellano	1	100%	0%	
			Cody Filosi	1	100%	0%	
FBEO Bargaining Unit Total Vacancy Rate							8%

Approach
 Compensation schedule eff. 7/13/2025 used for report that was approved during the Nov. 13, 2025 City Council meeting.
 Went through each position to determine the number of incumbents
 Went through and reviewed the year and provided an approximate amount of the year where the position is filled.
 The 7/1/2025 Headcount is pulled from the 2025-2026 Budget

AB 2561 Vacancy Report - FBPA

Fort Bragg Police Association Classifications	Budgeted as of 7/1/2025	Headcount as of 7/1/2025	Incumbents	Number of Incumbents	Filled Percentage	Vacancy Rate	Note
Community Services Officer	2	2		0	N/A	N/A	The CSO was frozen in exchange for sponsoring Police Recruit.
Police Sergeant	1	4	Rory Beak	3	25%	75%	Frank separated 1/23/2026. Beak backfilled the position.
			Anthony Welter		25%	75%	Separated 4/3/2026
			P.J. Ferris		100%	0%	
			Jarod Frank		75%	25%	Frank separated 4/3/2026.
			Jonnathan McLaughlin		17%	0%	Promoted to Police Commander 9/12/2025. The promotion occurred as part of agreement to only have three sergeants instead of four as in FY 2024-2025.
Police Officer	8	5	Humberto Arellano Jr.	7	100%	0%	
			Tyler Baker		100%	0%	
			Rory Beak		100%	0%	Promoted to Police Sergeant 3/29/26 to backfill Police Sgt. vacancy created by Sgt. Frank's departure.
			Gadge Farris		100%	0%	
			David Franco		100%	0%	Promoted to Police Sergeant 4/5/26 to backfill Police Sgt. Vacancy created by Sgt. Welter's departure.
			Logan James		83%	17%	
			Antoinette Moore		100%	0%	
Amando Pacheco	100%	0%					
Police Recruit	Yes	0	Keyona Slaughter	1	75%	25%	Keyona Slaughter hired in exchange for freezing CSO positions.
Special Investigator	Yes	1	Wesley Rafanan		100%	0%	
FBPA Bargaining Unit Total						14%	

Approach

Compensation schedule eff. 7/13/2025 used for report that was approved during the Nov. 13, 2025 City Council meeting.

Went through each position to determine the number of incumbents

Went through and reviewed the year and provided an approximate amount of the year where the position is filled.

The 7/1/2025 Headcount is pulled from the 2025-2025 Budget

Recruiting Statistics

No Requisitions	16
Time to Fill	98

Applications Received	246
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Time to Fill	
Broadband Director	103
Social Services Liaison	77
Administrative Assistant - Police	141
Police Sergeant	114
	108.75
without Admin Assistant - PD	98

Breakout of Hires

MCN	9	Acquisition/Merger
CVStarr	12	7 lifeguards
		1 Rec Coord
		3 Fitness Instructor
		1 Admin Asstnt II
PW	3	2 Seasonal Laborers (1 became MWII & one became TOIT)
		1 Treatment Plant Op in Trng
Police	4	1 Soc Svcs Liaison
		1 Police Officer
		1 Police Chief
		1 PT Admin Asstnt - At Will (Office Assistant)
Admin	1	
CDD	1	

Separations

John Johnson	End of Sea	voluntary
Alexia Frazer	Resigned	voluntary
Maria Flynn	Resigned	voluntary
Anthony Welter	Resigned	voluntary
Jason Morse	Resigned	voluntary

AB 2561 Vacancy Report - Confidential/Non-Bargaining Employee Group

Confidential Non-Bargaining Classifications	Budgeted as of 7/1/2025	Headcount as of 7/1/2025	Incumbents	Number of Incumbents	Filled Percentage	Vacancy Rate	Notes	
Administrative Analyst	yes		Cristal Munoz	0	N/A	0%	Cristal Munoz was promoted 7/1/2026	
Administrative Analyst - PD	yes		Lesley Bryant	1	100%	0%		
Senior Administrative Analyst			Cristal Munoz	1	100%	0%	Filled by promotion.	
Administrative Assistant - Administration			0 Stephanie Remington			100%	0%	Amber Weaver moved to Public Information Coordinator
Assistant Planner/Code Enforcement Part-Time	Yes		1 Valerie Stump	1	25%	0%	Position not filled. Valerie Stump reclassified to FT Assistant Planner position and kept the Code Enforcement component	
Audiovisual Technician (<1000 hrs)	Yes		Alfred Holston	2	100%	0%		
Audiovisual Technician (<1000 hrs)	Yes		Troy Mellott		58%	0%	Troy Mellott was reclassified to FT Systems Technician (IT) in early February 2026 and retained his AV responsibilities	
City Clerk, Non-Certified	No		0 Diana Paoli	1	100%	0%		
City Clerk Technician	No		0		N/A	N/A		
Government Accountant III	No		0 Marilyn Tiriboyi	1	67%	0%	New classification created to accommodate employee initiated reclassification	
Housing & Economic Development Coordinator	No		0		N/A	N/A		
Laborer-Public Works (<1000 hrs)	No		0		N/A	N/A		
Laborer-Water/Wastewater	Yes		1 Erik Filosi	1	100%	0%	This is the 0.5 referenced in the FY 24-2025 for Public Works.	
Permit Technician	yes		1 Maria Flynn	1	75%	0%	Position was not filled.	
Police Transport Officer (PT) (<1000 hrs)	Yes		1	0	0%	100%	Position has been advertised continuously from October 2025.	
Public Information Coordinator	No		1 Amber Weaver	1	75%	0%	The position was vacated in February 2025. At this time, it is not a budgeted position.	
Systems Analyst	No		1 Mateo Ortiz	1	100%	0%		
Social Services Liaison - Crisis Worker	Grant funded. Y		2 Melisa Johnson	4	100%	8%		
			Janette Ornelas		100%	0%		
			Daniella Aguirre Puerto		100%	0%		
			Hannah Nanez		100%	0%		
Systems Technician PT (Broadband)	No		1 Crans Squire	1	100%	0%		
Confidential/Non-Bargaining Employee Group Total Vacancy Rate							6%	

Approach

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Went through and reviewed the year and provided an approximate amount of the year where the position is filled.
The 7/1/2025 Headcount is pulled from the 2025-2026 Budget

Explanation of the 16% Vacancy Rate

The over 16% rate is due to the departure of the City Clerk and Public Information Coordinator. The City Clerk was filled within two months. The City Clerk, prior to February 2025, was a Mid-Management position.

AB 2561 Vacancy Report - C.V. Starr

C.V. Starr Classifications	Budgeted as of 7/1/2025	Headcount as of 7/1/2025	Incumbents	Number of Incumbents	Filled Percentage	Vacancy Rate	Notes
	0	0	None	0	N/A	N/A	
Administrative Assistant I - PT	3	3	Diego Marinez Mark Hopper Gibb Alam David Garcia	3	100% 100% 100% 100%	0% 0% 0% 0%	
Administrative Assistant II - PT	0	0	None	0	N/A	N/A	
Administrative Assistant III - PT	0	0	None	0	N/A	N/A	
Administrative Coordinator	1	1	Belgica Gordon	1	100%	0%	Belgica Gordon promoted to Admin Accord to backfill Ruby Acosta in March 2026.
			Open		8%	8%	There was a month gap between Acosta's promotion and Gordon's promotion to Admin Coordinator
			Ruby Acosta	1	100%	0%	Ruby promoted to Finance Technician I to backfill Alexandria Frazer.
Senior Administrative Assistant	2	2	Jeffrey Beard	1	100%	0%	
					N/A	N/A	
Custodian I - CV Starr	0	0	None	0	N/A	N/A	
Custodian II - CV Starr	0	0	None	0	N/A	N/A	
Custodian III - CV Starr	1	1	Maria Escobedo	1	100%	0%	
Fitness Equipment Technician	0.125	0.125	Mike Mihos	0	N/A	N/A	Does dual role. Also does Fitness Instructor I
Fitness Instructor I - CV Starr	0	0	None	0	N/A	N/A	
Fitness Instructor II - CV Starr	5	5	Kathy Marden Tai Sunnanon	0.125 0.125	100% 100%	0% 0%	Does dual role. Also does Fitness Equipment Instructor II.
			Mike Mihos	0.125	100%	0%	
			Noel Trost	0.125	100%	0%	
			Deborah Karish	0.125	100%	0%	
Head Lifeguard	1	1	Caleb Holland	0.125	100%	0%	
Lifeguard - CV Starr	0	0	None	0	N/A	N/A	
Lifeguard I - PT	16	19	Cash Carpenter Andrew Cudney Michael Juntz Evan Lotten Elena Caranicolas Payton Johansen Joyce Garcia Blanco Luka Brunner Elizabeth Keppeler Tyler Russell Grace Chester Colin Miclea Olivier Miclea Marvin Parrish Michael Rice Johann Garcia Dakoda Thompson Oscar Magee Meicah Wasco	19	100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100%	0% 0% 0% 0% 0% 0% 0% 0% 0% 0% 0% 0% 0% 0% 0% 0% 0% 0%	Most of these lifeguards are students and only average 10 hours per week during the school year and then 19 hours during the summer time
Lifeguard II - PT	0	0		0	N/A	N/A	
Lifeguard III - PT	0	0		0	N/A	N/A	
Maintenance Supervisor			Paul Kelley	1	100%	0%	

Maintenance Worker I - CV Starr	0	0	Wilbert Escobedo	1	100%	0%	
Maintenance Worker II - CV Starr	0	0	Eduardo Moran	1	100%	0%	
Maintenance Worker III - CV Starr	0	0					
Recreation Coordinator	1	1	Anna Leach	None	100%	0%	Anna Leach falls under Parks & Rec (not CV Starr). At this time, the division is not fully developed. Hired in May 2026.
Recreation Instructor I	0	0	Victoria Yanez	1	100%	0%	The position is very seasonal and depends on how many swim classes are filled up. If there is a huge request for swim lesson the employee works. Otherwise, they do not work.
Recreation Instructor II	1	1	Kendra Sells	1	100%	0%	Same as above. Very seasonal.
Recreation Instructor III	0	0	Theresa Branscomb	1	100%	0%	
Recreation Supervisor	1	1	Kimberly Ramey	1	100%	0%	
Senior Lifeguard	2	1	Caleb Strickland	1	100%	0%	
		1	Zachery Quamme	1	100%	0%	Promoted Zachery Quamme in 2/2026
C.V. Starr Employee Group Total Vacancy Rate						0%	

Approach

Compensation schedule eff. 7/13/2025 used for report that was approved during the Nov. 13, 2025 City Council meeting.
Went through each position to determine the number of incumbents
Went through and reviewed the year and provided an approximate amount of the year where the position is filled.
The 7/1/2025 Headcount is pulled from the 2025-2026 Budget

Explanation of the Vacancy Rate

The main driver of the 20% vacancy rate is the for the Lifeguard classifications. This classification continues to be a challenge. The recruitment efforts are ongoing and continues to be a top priority. CV Starr is now open on Sundays as the due to the onboarding of

AB 2561 Vacancy Report for Temporary Employees

Temporary Employees	Budgeted as of 7/1/2025	Headcount as of 7/1/2025	Incumbents	Number of Incumbents	Filled Percentage	Vacancy Rate	Notes	Internal notes
Assistant Planner -Temp	0	0	Valerie Stump	1	25%	0%	Temporary position created to provide coverage while other staff on personal leave. Incumbent was reclassified to full-time Assistant Planner position in late September 2025.	
Construction Project Manager - Temp	No	0	None	0	N/A	N/A		
			Jason Morse	2	46%	0%	It is not vacant because it is grant funded. Only filled once grant funds were secured.	Position vacated in May 2026. Incumbent pursuing other opportunities.
Grants Analyst Intern	No	0	Jennifer Potts	1	67%	0%	Position vacated in March 2025 when reclassified to full-time Social Services Liaison classification.	Position vacated to provide assistance to CRU team due to an Ornelas on leave.
	No	0	None	0	N/A	N/A		
Office Assistant	No	0	Jennifer Potts	0	0%	0%		
Permit Technician - PT	Yes	0	None	1	75%	25%	Position vacated in March 2026. Not being backfilled. Former incumbent Maria Flynn.	Position was created as an accommodation for the employee. Employee resigned 3/27/2026.
Public Experience Liaison	Yes	1	Adelaide La Torre	1	8%	0%	Incumbent worked out of class as Sr. Administrative Analyst from September 2025 through the end of April 2026.	
			John Johnson				Two positions filled. Both incumbents moved into full-time positions. Johnson was reclassified as Maintenance Worker II in January 2026 & Powers as Treatment Plant Operator in Training in December 2025.	
Seasonal Laborer	0.5	0	Edwin Powers	2	83%	17%		
Seasonal Parking Attendant	0	0	None	0	N/A	N/A		
Temporary Employee Group Total Vacancy Rate						6%		

Approach

Compensation schedule eff. 7/13/2025 used for report that was approved during the Nov. 13, 2025 City Council meeting.
Went through each position to determine the number of incumbents
Went through and reviewed the year and provided an approximate amount of the year where the position is filled.
The 7/1/2025 Headcount is pulled from the 2025-2026 Budget

Explanation of the Vacancy Rate

This employee group consists of a small number of classifications. One vacancy has a huge influence on the vacancy rate. A challenge of recruiting for temporary positions is the lack of benefits and generally are high hourly rate positions. Currently, a Seasonal Laborer position pay is at \$18 per hour. Effective January 1, 2025, minimum wage is \$16.50 per hour for all employers. The minimum wage for fast food workers is \$20 per hour. The scheduled minimum wage increase for healthcare workers has been delayed. As the minimum wage continues to be increased by legislators, it will continue to exert upward pressure on the City to reevaluate its lower paying classifications. Minimum wage increases could lead to higher prices, thereby increasing the overall costs for businesses, including local agencies.

AB 2561 Vacancy Report for Mid-Management Employee Group

Mid-Management Classifications	Budgeted as of 7/1/2025	Headcount as of 7/1/2025	Incumbents	Number of Incumbents	Filled Percentage	Vacancy Rate	Notes
Assistant Director - Engineering Division	1	1	Chantell O'Neal	1	100%	0%	
Assistant Finance Director	1	1	None	1	33%	67%	Incumbent requested reclassification to Government Accountant III that was completed in November 2025. At this time, a recruitment for Finance & Admin Director is being conducted.
Broadband Manager	1	1	Rob Buch	1	100%	0%	
C.V. Starr Manager	1	1	Moneque Wooden	1	100%	0%	
City Clerk - CMC Certified	0	1	None	0	0%	0%	
Construction Project Manager	0	0	None	0	N/A	N/A	
Economic Development Manager	1	1	Sarah McCormick	1	100%	0%	
Human Resources Manager	1	1	Juli Mortensen	1	100%	0%	
Operations Manager	1	1	Heath Daniels	1	100%	0%	
Police Captain	1	1	Thomas O'Neal	1	100%	0%	
Police Commander	1	1	Jonathan McLaughlin	1	83%	0%	Classification established to provide direct oversight to the Patrol Division within the PD. Filled in September 2025.
Senior Government Accountant	0	0	None	0	N/A	N/A	
Senior Planner	0	0	None	0	N/A	N/A	Classification is being recruited for in conjunction with the Director of Planning & Housing (AKA CDD Director). Only one slot will be filled at the level best corresponding with the chosen candidate's skills.
Systems Analyst - Lead	0	0	None	0	N/A	N/A	Incumbent Deb Smith reclassified to IT Director.
Mid-Management Employee Group Total Vacancy Rate						7%	

Approach

Compensation schedule eff. 7/13/2025 used for report that was approved during the Nov. 13, 2025 City Council meeting.

Went through each position to determine the number of incumbents

Went through and reviewed the year and provided an approximate amount of the year where the position is filled.

The 7/1/2025 Headcount is pulled from the 2025-2026 Budget

AB 2561 Vacancy Report for Executive Management Employee Group

Mid-Management Classifications	Budgeted as of 7/1/2025	Headcount as of 7/1/2025	Incumbents	Number of Incumbents	Filled Percentage	Vacancy Rate	Notes
Assistant City Manager	0	0	None	N/A	N/A	N/A	
City Manager	1	1	Isaac Whippy	1	100%	0%	
Director - Broadband	1	0	Sage Statham	1	75%	25%	Position filled 9/22/2026.
Director - Finance & Admin Director	0	0	Vacant	0	0%	0%	This position replaces the Finance Director as the intent is to combine Finance and Administration divisions under a single director. At this time, City Manager is serving as Acting Director, with support from Government Accountant III.
Director - Finance/City Treasurer	0	0	None	N/A	N/A	N/A	
Director - Information Technology	1	1	Deb Smith	1	100%	0%	
Director - Parks & Recreation	1	0	None	0	0%	0%	Division is currently being developed. Once fully developed, position will either be filled from within or a recruitment will be conducted.
Director - Planning & Housing (AKA CDD Director)	1	0	Vacant	0	0%	100%	Recruitment has been conducted, conditional offer extended and awaiting candidate response. City Manager is Acting Director.
Director - Public Works	1	1	John Smith	1	100%	0%	
Interim Police Chief	0	0	None	1	17%	0%	Position was created due to resignation of Chief Neil Cervenka who vacated the position on 9/30/2025. City conducted recruitment in late July 2025 and filled with now permanent Chief Eric Swift.

Police Chief	0	0	Eric Swift	1	83%	17%	Chief Cervenka provided a resignation on July 29, 2025, and his last day was September 30, 2025. Interim Chief Eric Swift onboarded on October 1, 2025.
Police Chief - Executive Post	1	1	Neil Cervenka	1	25%	0%	Position not considered vacant as City would only have one Police Chief classification budgeted at any given time.
Executive Management Employee Group Total Vacancy Rate							14%

Approach

Compensation schedule eff. 7/13/2025 used for report that was approved during the Nov. 13, 2025 City Council meeting.

Went through each position to determine the number of incumbents

Went through and reviewed the year and provided an approximate amount of the year where the position is filled.

The 7/1/2025 Headcount is pulled from the 2025-2026 Budget

Explanation of the Vacancy Rate

The Community Development Director position has been extremely challenging to fill due to a variety of factors, such as pay in comparison to other locations, the City's physical location, and the political environment. In March/April 2026, the City conducted a recruitment in conjunction with WBCP, Inc. to assist with the sourcing. At the time of this report, a conditional offer has been extended, but the candidate has not yet accepted the offer.

FY 2025-2026
City of Fort Bragg AB 2561
Vacancy Rate

Employee Group	Vacancy Rate
FBE0	8%
FBPA	14%
Conf/Nbarg	6%
CV Starr	0%
Temporary	6%
Mid-Mgmt	7%
Executive	14%
Total Vacancy Rate	8%

CITY OF FORT BRAGG PROCEDURES FOR THE PUBLIC HEARING REGARDING AB 2561

Introduction and Scope:

Effective January 1, 2025, Government Code section 3502.3 requires the **City of Fort Bragg** to present information on the status of vacancies at the **City of Fort Bragg** and the **City of Fort Bragg's** recruitment and retention efforts at a public hearing before the **City of Fort Bragg's City Council** at least once per fiscal year.

Government Code section 3502.3 also requires **City of Fort Bragg** to identify during the public hearing any necessary changes to **City of Fort Bragg** policies, procedures, and recruitment activities that may contribute to obstacles in the **City of Fort Bragg's** hiring process.

At the public hearing, a recognized employee organization for a bargaining unit is entitled to make a presentation to the **City of Fort Bragg's City Council** addressing the status of vacancies and recruitment and retention efforts for positions within that bargaining unit.

The purpose of these procedures is to establish protocol for the **City of Fort Bragg's** public hearings on vacancies in order to ensure a fair, orderly and efficient hearing process.

The agency should reserve the right to schedule separate public hearings for different bargaining units, and is not limited to one Public Hearing to address all vacancies and recruitment and retention efforts within the entire agency.

Notice Requirements:

1. The **City of Fort Bragg** will notify in writing each recognized employee organization that represents **City of Fort Bragg** employees that the **City of Fort Bragg's City Council** will hold a one-hour public hearing pursuant to the obligations set forth under Government Code section 3502.3 (Assembly Bill 2561). The notice will provide each recognized employee organization the opportunity to identify any negotiable impacts/effects regarding the agency's compliance with Government Code section 3502.3.
2. The **City of Fort Bragg** will notify in writing each recognized employee organization that represents **City of Fort Bragg employees** of the date, time, and place of the hearing at least **ten (10)** working days in advance of the hearing.

In the notice, the **City of Fort Bragg** will inquire whether the employee organization intends to make a presentation to the **City of Fort Bragg's City Council** at the public hearing. The **City of Fort Bragg** will request that, for planning purposes, the employee organization provide written notice to the Human Resources Department at least **five (5)** working days in advance of the public hearing indicating whether the employee organization intends to make a presentation at the public hearing.

3. In the event the vacancy rate for the bargaining unit is at least 20% of the total number of authorized full-time positions in the bargaining unit, an employee organization may request that the **City of Fort Bragg** present "additional information" related to the vacancies as permitted by Government Code section 3502.3. The **City of Fort Bragg** will request that the employee organization provide a written request for the presentation of such information to the Human Resources Department at least **five (5)** working days in advance of the public hearing. The "additional information" includes the following: (1) the total number of job vacancies within the

CITY OF FORT BRAGG
PROCEDURES FOR THE PUBLIC HEARING REGARDING AB 2561

bargaining unit; (2) the total number of applicants for vacant positions within the bargaining unit; (3) the average number of days to complete the hiring process from when a position is posted; and (4) opportunities to improve compensation and other working conditions.

4. Notice of the hearing to the public will be provided in accordance with the Ralph M. Brown Act. (Gov. Code §§ 54950-54963.)
5. A **City of Fort Bragg** staff report regarding vacancies, recruitment, and retention efforts may be published as part of the agenda packet for the meeting.
6. The **City of Fort Bragg** and recognized employee organizations may agree to exchange presentation materials in advance of the public hearing.

Order of the Hearing:

The public hearing will proceed in the following order:

1. **City of Fort Bragg Presentation:** The **City of Fort Bragg** presentation will allow time for each bargaining unit that it represents. The **City of Fort Bragg** may choose to present on all bargaining units at once, or to present data for each bargaining unit separately, followed by each applicable employee organization presentation.
2. **Employee Organization Presentation:** Following the agency presentation, each employee organization will have the opportunity to make a presentation for each of the bargaining units that the employee organization represents. For each bargaining unit, the employee organization presentation should not contain bargaining proposals to the **City of Fort Bragg** on matters that have not been presented in bargaining.
3. **Governing Body Questions and Discussion:** The **City of Fort Bragg's City Council** may ask questions of the **City of Fort Bragg** and the employee organization presenters.
4. **Final City of Fort Bragg Comments:** Final **City of Fort Bragg** comments will be allowed for each bargaining unit.
5. **Final Employee Organization Comments:** Final employee organization comments will be allowed for each bargaining unit.
6. **Public Comment:** Public comment regarding the AB 2561 hearing will be limited to three (3) minutes per person.

Standards of Discourse:

The **City of Fort Bragg's City Council** should recognize that engaging with diverse perspectives is vital for effective governance and a vibrant community. To ensure full expression of such diverse perspectives, The **City of Fort Bragg's City Council** should ensure that participants follow the principles of respectful and civil discourse.



CITY OF FORT BRAGG

Incorporated August 5, 1889

416 N. Franklin Street, Fort Bragg, CA 95437
Phone: (707) 961-2827 Fax: (707) 961-2802
www.FortBragg.com

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Fort Bragg City Council will conduct a public hearing at a regular meeting to be held at 6:00 p.m., or as soon thereafter as the matter may be heard, on **Monday, June 8, 2026**, at Town Hall, southwest corner of Main and Laurel Streets (363 N. Main Street), Fort Bragg, California 95437. The public hearing will concern the following item:

Receive a Report, Hold a Public Hearing to present a comprehensive overview of current job vacancies, recruitment and retention efforts as Required by Assembly Bill 2561. This presentation will also include recruitment and retention challenges and potential areas of improvement (Government Code Section 3502.3)

Public Comment regarding this Public Hearing may be made in any of the following ways: (1) Emailed to cityclerk@fortbraggca.gov (2) Written comments delivered to City Hall, 416 N. Franklin Street before 2:00 PM on the day of the meeting; or (3) Verbal comments made during the meeting, either in person at Town Hall or virtually using Zoom if a Zoom link is provided at the time of agenda publication. Comments received via email will be provided to the City Council and reflected in the packet. Comments will not be read verbally at the meeting. All comments received after 2:00 PM on the day of the meeting will become a permanent part of the agenda packet on the day after the meeting or as soon thereafter as possible, exempt comments are those in an unrecognized file type or too large to upload to City Agenda software.

Staff reports and other documents that will be considered by City Council will be made available for review on the City's website: <https://cityfortbragg.legistar.com/Calendar.aspx>, at least 72 hours prior to the City Council meeting, and are also available for review and/or copying during normal office hours at Fort Bragg City Hall, 416 N. Franklin Street. To obtain application materials or for more information, please contact the City Clerk, via email at cityclerk@fortbraggca.gov.

Diana Paoli, City Clerk

POSTING/MAILING ON OR BEFORE: May 30, 2026/June 1, 2026
PUBLICATION DATE: May 28, 2026



CIUDAD DE FORT BRAGG

Incorporado August 5, 1889

416 N. Franklin Street, Fort Bragg, CA 95437

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AVISO DE AUDIENCIA PÚBLICA

Por la presente se notifica que el Ayuntamiento de Fort Bragg celebrará una audiencia pública en una sesión ordinaria que tendrá lugar a las 18:00 horas, o tan pronto como sea posible después de esa hora, el **lunes 8 de junio de 2026**, en el Ayuntamiento, esquina suroeste de las calles Main y Laurel (363 N. Main Street), Fort Bragg, California 95437. La audiencia pública tratará sobre el siguiente punto:

Recibir un informe y celebrar una audiencia pública para presentar una visión general completa de las vacantes actuales, así como de las iniciativas de reclutamiento y retención de personal, según lo estipulado en el Proyecto de Ley 2561 de la Asamblea. Esta presentación también incluirá los desafíos en materia de reclutamiento y retención, así como posibles áreas de mejora (Sección 3502.3 del Código Gubernamental).

Los comentarios del público sobre esta Audiencia Pública pueden hacerse de cualquiera de las siguientes maneras: (1) Enviados por correo electrónico a cityclerk@fortbraggca.gov; (2) Comentarios escritos entregados en el Ayuntamiento, 416 N. Franklin Street, antes de las 14:00 horas del día de la reunión; o (3) Comentarios verbales hechos durante la reunión, ya sea en persona en el Ayuntamiento o virtualmente a través de Zoom si se proporciona un enlace de Zoom al momento de la publicación de la agenda. Los comentarios recibidos por correo electrónico se entregarán al Ayuntamiento y se reflejarán en el paquete. Los comentarios no se leerán verbalmente en la reunión. Todos los comentarios recibidos después de las 14:00 horas del día de la reunión pasarán a formar parte permanente del paquete de la agenda al día siguiente de la reunión o tan pronto como sea posible. Se exceptúan los comentarios que estén en un tipo de archivo no reconocido o que sean demasiado grandes para cargarlos en el software de la Agenda Municipal.

Los informes del personal y demás documentos que serán considerados por el Ayuntamiento estarán disponibles para su consulta en el sitio web de la ciudad: <https://cityfortbragg.legistar.com/Calendar.aspx>, al menos 72 horas antes de la reunión del Ayuntamiento. También podrán consultarse o fotocopiarlos durante el horario de atención al público en el Ayuntamiento de Fort Bragg, ubicado en 416 N. Franklin Street. Para obtener los formularios de solicitud o para más información, comuníquese con la Secretaría Municipal por correo electrónico a cityclerk@fortbraggca.gov.

Diana Paoli, Secretaria Municipal

ENVÍO/CORREO ANTES
FECHA DE PUBLICACIÓN:

30 de mayo de 2026 / 1 de junio de 2026
28 de mayo de 2026

ESTADO DE CALIFORNIA)
) ss.
CONDADO DE MENDOCINO)

Declaro, bajo pena de perjurio, que soy empleado de la ciudad de Fort Bragg; y que hice que este aviso se publicara en el tablón de anuncios del Ayuntamiento a más tardar el 2 de junio 2026.



Diana Paoli, Secretaria Municipal

cc : Organización de Empleados de Fort Bragg/Sindicato Internacional de Empleados de
Servicios Local 1021
Asociación de Policía de Fort Bragg



City of Fort Bragg

416 N Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

Text File

File Number: 26-264

Agenda Date: 6/8/2026

Version: 1

Status: Business

In Control: City Council

File Type: Staff Report

Agenda Number: 8A.

Receive Report on Historical Fort Bragg Fire Safety Protection Funding, Discuss Current Long-Term Local Fire Funding Needs, and Consider Approval of Professional Services Agreements with Lew Edwards and FM3 Research



CITY COUNCIL STAFF REPORT

TO: City Council **DATE:** June 8, 2026

DEPARTMENT: City Manager's Office

PREPARED BY: Isaac Whippy, City Manager

PRESENTER: Isaac Whippy, City Manager & Steve Orsi Fire Chief

AGENDA TITLE: Receive Report on Historical Fort Bragg Fire Safety Protection Funding, Discuss Current Long-Term Local Fire Funding Needs, and Consider Approval of Professional Services Agreements with Lew Edwards and FM3 Research

RECOMMENDATION

1. Receive a report regarding the history and expiration of the City's Local Fire Safety Equipment Tax Levy;
 2. Discuss local long-term fire safety protection, life-saving apparatus and equipment replacement needs;
 3. Approve Professional Services Agreements with Lew Edwards and FM3 Research to conduct community outreach and public opinion research regarding future fire protection/life-saving equipment funding options;
 4. Direct staff to evaluate potential funding alternatives, including restoring a dedicated Fire Life-Saving Equipment Tax Levy and other public safety funding strategies; and
 5. Direct staff to return to the City Council with the results of the community survey polling effort, funding scenarios, and recommendations for Council consideration, including whether to place a fire safety protection funding restoration measure before the voters.
-

BACKGROUND

Providing reliable fire protection services requires more than personnel and training. It also requires ongoing investment in the fire engines that transport first responders to 911 incidents, life-saving rescue equipment, 911 communications systems, firefighter protective gear, and other critical public safety infrastructure.

For many years, fire protection services within the greater Fort Bragg area has been provided through the Fort Bragg Fire Protection Authority (FBFPA), a Joint Powers Authority established in Fiscal Year 1989/90 between the City of Fort Bragg and the Fort

Bragg Rural Fire Protection District, a district of the County of Mendocino. The FBFPA was formed as a joint effort of the two agencies to provide coordinated fire suppression, emergency rescue, and fire protection services throughout the community.

Under the Joint Powers Agreement, the FBFPA operates as an independent public agency with authority to acquire equipment, enter contracts, and administer fire services. Funding responsibilities are shared between the City and the Rural Fire District/County based on a three-year average call ratio. Because a majority of calls historically originate within the City, Fort Bragg typically funds a larger share of the Authority's operating costs.

As part of maintaining a reliable emergency response system, local voters approved dedicated local funding to assist specifically with the replacement of life-saving fire apparatus and equipment.

In 2004, voters approved Measure M, establishing an annual Fire Equipment Tax Levy of \$18 per parcel. In 2014, voters approved Measure O with nearly 78 percent support, extending the levy for an additional ten years and increasing the assessment to \$22 per parcel annually totalling \$53,274.

The purpose of the levy was straightforward: to help fund the replacement and acquisition of fire apparatus and emergency response equipment necessary to protect the community.

Measure O expired in December 2024. As a result, the City no longer has a dedicated local funding source specifically reserved for life-saving fire apparatus and equipment replacement.

While the City continues to support fire services through its annual operating budget and other funding sources, the expiration of the levy presents an opportunity to responsibly and comprehensively evaluate future equipment replacement needs and determine whether a dedicated local funding strategy should be re-established moving forward.

DISCUSSION AND ANALYSIS

Fire engines that transport our First Responders to 911 incident scenes are among the most important assets owned by the City. They are also among the most expensive. When the current levy was approved in 2014, the cost of replacing a fire engine was substantially lower than it is today. Over the past decade, inflation, supply chain disruptions, manufacturing costs, and evolving public safety requirements have significantly increased the cost of fire apparatus and equipment.

Today, a new fire engine can exceed \$1 million, and replacement timelines often extend several years from order to delivery.

Although the Fire Equipment Tax Levy helped offset a portion of these costs, the levy increased only once from \$18 to \$22 per parcel while equipment costs rose dramatically during the same period. As a result, the purchasing power of the levy declined over time.

The expiration of the levy does not create an immediate funding crisis. However, it does provide an opportunity for the City Council to comprehensively and responsibly evaluate future needs and consider how the community wishes to fund critical public safety infrastructure over the long term.

At this stage, staff is not recommending a specific ballot measure, tax amount, or funding proposal. Instead, staff is seeking direction on whether additional analysis and community engagement should occur before future recommendations are brought forward.

Potential options that may be considered in the future include:

- Continuing to rely on General Fund resources, grants, and one-time funding sources;
- Exploring restoration of a dedicated Fire Equipment Tax Levy;
- Evaluating broader public safety funding strategies that could support fire apparatus, life-saving emergency equipment, 911 communications infrastructure, and local disaster preparedness investments; or
- Developing a combination of funding sources that balances affordability with long-term fire protection and life-saving equipment replacement needs.

The City faces approximately \$5.5 million in anticipated fire apparatus and equipment replacement needs over the next ten years. While these costs will occur over time, they highlight the importance of long-term planning and financial preparedness.

Approval of agreements with Lew Edwards and FM3 Research will provide the City Council with objective community feedback and reliable data regarding future funding options. Following completion of the assessment and initial outreach effort, staff will return to the City Council with the results, potential funding scenarios, and recommendations for consideration, including whether the Council wishes to place a local fire protection funding restoration measure before the voters.

FISCAL IMPACT

The former Fire Equipment Tax Levy generated revenue through an annual \$22 per parcel assessment collected through the County property tax roll.

The proposed agreements with Lew Edwards at their discounted rate of \$6,000/ month and FM3 Research for their poll is estimated to cost approximately \$60,000 in total, and will be funded through November 2026. Both firms have extensive experience in our region, including their successful assistance with Measures T & U in 2024.

Should the City Council direct staff to continue evaluating future funding options, additional fiscal analysis, 911 equipment replacement schedules, and revenue projections will be presented at a future meeting.

CONSISTENCY/STRATEGIC PLANNING

Staff recommends retaining Lew Edwards and FM3 Research to conduct public opinion polling and community engagement regarding future 911 fire equipment funding options.

The purpose of the polling effort is not to advocate for a particular outcome or funding measure. Rather, it is intended to provide objective information to assist the City Council in understanding community priorities, concerns, and potential levels of support for various funding approaches.

The outreach effort would provide valuable information regarding:

- Community priorities related to local fire protection services;
- Public understanding of future firefighter and life-saving equipment replacement needs;
- Potential viability of various funding approaches;
- Community expectations regarding accountability and oversight; and
- Effective communication strategies.

The results of the polling effort would be presented to the City Council at a future public meeting. At that time, the City Council would have the opportunity to review the findings, evaluate potential funding scenarios, and determine whether it wishes to pursue placement of a local fire protection funding measure on a future ballot.

ATTACHMENTS

1. Professional Services Agreements – Lew Edwards and FM3 Research
2. Historical Summary of Measures M and O
3. Life-Saving Fire Apparatus Replacement Overview

**CITY OF FORT BRAGG
PROFESSIONAL SERVICES AGREEMENT
WITH**

THIS AGREEMENT is made and entered into this _____ day of _____, _____ [date, date & year] (“Effective Date”), by and between the CITY OF FORT BRAGG, a municipal corporation, 416 N. Franklin Street, Fort Bragg, California 95437 (“City”), and _____, a [state] [type of corporation] [address] (“Consultant”).

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to _____, as more fully described herein; and

B. WHEREAS, Consultant represents that it is a “design professional” as that term is defined by California Civil Code Section 2782.8 and has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and **[Delete if not design professional and renumber paragraphs]**

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit “A” (the “Project”) and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

E. WHEREAS, the legislative body of the City on _____, [date] by Resolution No. _____ authorized execution of this Agreement on behalf of the City in accordance with Chapter 3.20 of the City Municipal Code and/or other applicable law;

[Delete whichever Paragraph E doesn’t apply]

E. WHEREAS, the City Manager is authorized by Fort Bragg Municipal Code Section 3.20.040 to negotiate contracts in an amount not to exceed \$60,000.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Work. Consultant shall provide the professional services described in the Consultant’s Proposal (“Proposal”), attached hereto as **Exhibit A** and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by

Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. City officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City as hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender, sexual orientation, or disability except as permitted pursuant to Section 12940 of the Government Code. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of

compensation and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

Consultant shall, in all solicitations and advertisements for employees placed by, or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender, sexual orientation, or disability. Consultant shall cause the paragraphs contained in this Section to be inserted in all subcontracts for any work covered by the Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense. All insurance requirements contained in this Agreement are independently applicable to any and all subcontractors that Consultant may engage during the term of this Agreement.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION, BILLING AND PREVAILING WAGES

2.1. Compensation. Consultant's total compensation shall not exceed _____ Dollars (\$ _____ .00).

[Delete whichever paragraph 2.1 does not apply.]

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in **Exhibit A**, for a total amount not to exceed _____ Dollars (\$ _____ .00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of work specified in the Consultant's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the

City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "Scope of Work," an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services. The City Manager may approve contract change orders not exceeding a total of 10% of the approved contract or up to the contingency amount whichever amount is less for any one project.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but not more often than monthly. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the date of final payment.

[Delete this section if it does not apply.]

2.5 Prevailing Wage Requirements In accordance with California Labor Code Section 1720, this project is subject to prevailing wage compliance monitoring and enforcement by the Department of Industrial Regulation. The Consultant and subcontractors engaged in performance of the Work must comply with Labor Code Section 1771.1.

(a) Payment of Prevailing Wages: In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the Work is to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the Public Works Department and shall be made available on request. The Consultant and subcontractors engaged in the performance of the Work shall pay no less than these rates to all persons engaged in performance of the Work.

(b) Legal Working Days: In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the Work is limited to eight hours during any one calendar day, and forty hours during any one calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of eight hours during any one calendar day and forty hours during any one calendar week is permitted upon compensation for all hours worked in excess of eight

hours during any one calendar day and forty hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.

(c) Payroll Records: Pursuant to Labor Code Section 1776, Consultant and any subcontractor(s) shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Consultant or any subcontractor in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Sections 1771, 1881, and 1815 of the Labor Code for any work performed by his or her employees on this Project. The payroll records shall be certified and shall be available for inspection at all reasonable hours in accordance with the requirements of Labor Code Section 1776. Consultant shall also furnish each week to CITY's Project Administration Division a statement with respect to the wages of each of its employees during the preceding weekly payroll period.

(d) Registration with DIR: Consultant and any subcontractor(s) of Consultant shall comply with the provisions of Labor Code Section 1771 and Labor Code Section 1725.5 requiring registration with the DIR.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the issuance of Notice to Proceed. Said services shall be performed in strict compliance with the schedule set forth in the Scope of Work attached hereto as **Exhibit A**. Consultant will complete the services in accordance with this Agreement by _____, 20____. The Time of Completion may only be modified by a written amendment of the Agreement signed by both the City and the Consultant and in accordance with its terms.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and expire on _____, 20____, [3 months after Completion Date in 3.1] unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of

canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least ten (10) days prior written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement, such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

The City shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement, immediately upon service of written notice of termination on the Consultant, if the latter should:

- a. Be adjudged a bankrupt;
- b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;
- c. Make a general assignment for the benefit of creditors;
- d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;
- e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or
- f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination within thirty-five (35) days after service of the notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

City shall not be liable for any claim of lost profits.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Broad-form commercial general liability, in a form at least as broad as ISO form #CG 20 01 04 13, including premises-operations, products/ completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) aggregate, combined single limits. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit. If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Consultant.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, each incident for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of \$1,000,000 per accident for any employee or employees of Consultant. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officials, officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

Before execution of this Agreement by the City, the Consultant shall file with the City Clerk the following signed certification:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the City Clerk before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the consultant to comply with this section.

- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than Two Million Dollars (\$2,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

Neither the City nor any of its elected or appointed officials, officers, agents, employees, or volunteers makes any representation that the types of insurance and the limits specified to be carried by Consultant under this Agreement are adequate to protect Consultant. If Consultant believes that any such insurance coverage is insufficient, Consultant shall provide, at its own expense, such additional insurance as Consultant deems adequate.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Fort Bragg and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any

of the required polices are reduced; or (3) the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."

- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Fort Bragg, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Fort Bragg shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Fort Bragg, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance and endorsements shall be attached hereto as **Exhibit B** and incorporated herein by this reference.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. The Project Manager designated to work directly with Consultant in the performance of this Agreement will be [REDACTED]. It shall be the Consultant's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Consultant shall refer any decision, which must be made by City, to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager.

Consultant designates [REDACTED] as its Project Manager, who shall represent it and be its agent in all consultations with City during the term of this Agreement and who shall not be changed by Consultant without the express written approval by the City. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or if mailed, shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
Tel: [REDACTED]
Fax: [REDACTED]

IF TO CITY:

City Clerk
City of Fort Bragg
416 N. Franklin St.
Fort Bragg, CA 95437
Tel: 707-961-2823
Fax: 707-961-2802

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Mendocino County, California. Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless.

If Consultant is not a design professional performing "design professional" services under this Agreement, as that term is defined in Civil Code Section 2782.8, Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

If Consultant is a design professional performing "design professional" services under this Agreement, as that term is defined in Civil Code Section 2782.8, Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant. The defense obligation provided for hereunder shall apply whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding

the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City, but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, preliminary notes and working documents, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 7920.000 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 7924.510, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an

error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant's Proposal.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraph and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence

or event, nor shall any waiver constitute a continuing waiver.

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.26. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

6.27. Use of Recycled Paper Products. In the performance of this Agreement, Consultant shall use paper products and printing and writing paper that meets Federal Trade Commission recyclability standards as defined in 16 CFR 260.12.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY

CONSULTANT

By: _____
Isaac Whippy
Its: City Manager

By: _____

Its: _____

ATTEST:

By: _____
Diana Paoli
City Clerk

APPROVED AS TO FORM:

By: _____
Baron J. Bettenhausen
City Attorney

EXHIBIT A

CONSULTANT'S PROPOSAL
(Scope of Work, Fee Schedule and Time Table)

EXHIBIT B
CERTIFICATES OF INSURANCE AND ENDORSEMENTS

EXHIBIT "A"
SCOPE OF WORK

- Review archival files of past engagement with City
- Conduct audit of all City issues /media coverage in the public arena over the past 18 months
- Review current City budget materials and planning
- Update the City on Best Practices being utilized by other cities for similar projects
- Add value to development of an updated community survey, independently analyze data results, and provide strategic recommendations
- Recommend a viable project approach
- Facilitate and continuously update a coordinated strategy and timeline for Project
- Draft Public Messaging Platform
- Draft/recommend refinements to text copy for selected communications collaterals such as FAQs, web content, mailings, utility inserts, digital/online vehicles, and other materials (paid digital costs are not included within this Agreement; City to design, print, and mail using its own vendors and budget outside of this Agreement)
- Work with City staff to expand community awareness of fire prevention, fiscal/service needs
- Recommend to staff Best Practices of engaging/informing constituents about Project in City communications vehicles, including newsletters, guest columns, website, digital/online
- Provide recommendations to city budget reports, presentations, or documents
- Participate in selected City briefing and planning sessions
- Assist with rapid response needs from media or the community as necessary to correct misinformation or clarify confusing information (LEG does not function as a city spokesperson)
- Advise City of viability and feasibility of any potential ballot measure and confer with City Attorney on measure components
- Work with City staff on related staff report and measure development

The parties expressly acknowledge and agree that legal services or advice are not within Consultant's scope of services.

Consultant's services will be provided exclusively via teleconference or videoconference—no on-site visit or travel will be required by the City.

Fee Schedule

Consultant's professional fee shall not exceed Thirty-six Thousand Dollars (\$36,000) payable as follows: due and payable in monthly increments of Six Thousand Dollars (\$6,000) per payment on the last business day of each month commencing June 30, 2026 with the last payment on November 30, 2026.

Professional fees do not include other hard project costs such as public opinion research, graphic design, printing, bulk postage, mail house processing fees, or digital media buys, which will be budgeted for separately by the City throughout the project. Consultant will advise the level of investment necessary following review of community survey results, and those costs shall be in addition to the fees and costs specified in this Agreement.

Recommended Timetable

RECOMMENDED PROJECT SCHEDULE *As of 6/1/26*

This schedule is subject to revision based on the agreement of the parties and evolving project needs.

<p>MAY</p>	<p>LAUNCH PROJECT</p> <ul style="list-style-type: none"> <input type="checkbox"/> Formalize retention of consulting team (City) ✓ Conduct public audit of City demographics, budget/policy information, and media coverage over past 18 months (Consultant) ✓ Convene Team Kick Off Planning Meeting (Consultant)
<p>JUNE</p>	<p>ASSESS VIABILITY</p> <ul style="list-style-type: none"> <input type="checkbox"/> Draft updated 2026 study (FM3 Research) <input type="checkbox"/> Refine/update Opinion Leader database/organizational hit list (City) <input type="checkbox"/> Field survey (FM3) <input type="checkbox"/> Initiate analysis of survey results and develop strategic recommendations (Consultant) <input type="checkbox"/> Monitor related statewide developments (Consultant)
<p>JULY</p>	<p>UPDATE STAFF/COUNCIL, PLACE MEASURE</p> <ul style="list-style-type: none"> <input type="checkbox"/> Update City staff (Consultant) <input type="checkbox"/> Update Council and receive direction (All) <input type="checkbox"/> Add value to staff report and potential measure preparation (All) <input type="checkbox"/> Assist in addressing Rapid Response needs as necessary (Consultant—please note that Consultant does not function as a paid city spokesperson) <input type="checkbox"/> Place Measure on ballot prior to 88-day statutory deadline (City Council) <input type="checkbox"/> Monitor related statewide developments (Consultant)
<p>AUGUST</p>	<p>IMPLEMENT POST-ADOPTION PUBLIC INFORMATION PROGRAM</p> <ul style="list-style-type: none"> <input type="checkbox"/> Submit materials to Humboldt County ROV (City Clerk) <input type="checkbox"/> Develop Municipal Election Toolkit (Consultant) <input type="checkbox"/> Update City’s website and all communications vehicles with updated Municipal Election information prepared by Consultant (City) <input type="checkbox"/> Issue Opinion Leader Update announcing placement of the measure/s on the ballot <input type="checkbox"/> Assist with responding to Rapid Response Needs (Consultant does not function as a paid city spokesperson) <input type="checkbox"/> Contact Influentials or organizations for 1:1 outreach (City) <input type="checkbox"/> Assess Opinion Leader responses <input type="checkbox"/> Monitor related statewide developments (Consultant) <p><i>The City of Fort Bragg can continue its factual, informational efforts following placement of a measure on the ballot but cannot engage in any partisan activities. No partisan activities will be provided under this Agreement.</i></p>
<p>SEPTEMBER-NOVEMBER</p>	<p>CONDUCT PERMISSIBLE MUNICIPAL ELECTION OUTREACH</p> <ul style="list-style-type: none"> <input type="checkbox"/> Draft media and social media content (Consultant, City to issue)

	<ul style="list-style-type: none"><input type="checkbox"/> Issue three informational mailings (Consultant to provide word format content copy and sample/s; City to design/print/mail at its own expense)<input type="checkbox"/> Implement social media (City)<input type="checkbox"/> Assist in addressing rapid response needs (Consultant)<input type="checkbox"/> Conduct Municipal Election Speakers Bureau Presentations (City)<input type="checkbox"/> Provide two-way media comments (Consultant)
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TO Isaac Whippy
City of Fort Bragg

FROM Curt Below & Suzanne Brewster
FM3 Research

RE: Survey Scope and Estimated Costs

DATE June 5, 2026

Fairbank, Maslin, Maullin, Metz & Associates (FM3) is pleased to submit this short scope of work to conduct research assessing the viability of a potential November 2026 ballot measure.

Research Population & Sample In our 2024 survey for the City, we were able to complete 202 interviews with likely November 2024 voters over the course of two weeks. While that presidential electorate is larger than the gubernatorial electorate, we will still strive to complete 200 interviews in a similar time frame. However, we will include costs for fewer interviews and costs will scale accordingly. Otherwise, we are proposing a similar methodology as that 2024 survey.

Research Methodology Dual-mode voter survey

Data Collection Mode Telephone and online/mobile interviews

Respondent Contact Method Telephone calls, email invitations, and text invitations

Margin of Sampling Error* ±6.9% for a sample of 200 interviews
±7.4% for a sample of 175 interviews
±8.0% for a sample of 150 interviews

*At the 95% confidence level (i.e., in 95 out of 100 cases)

Questionnaire Surveys of this nature typically run 20 minutes long.

Language Telephone interviews will be offered in Spanish.

Deliverables Following the completion of the survey, we will provide:

- A complete analysis of survey results in PowerPoint
- A presentation of the survey results

FM3 will also be available for ongoing consultation and any further analysis of the research.

Cost Figure 1 contains the total estimated costs for this research. These prices are comprehensive and include all costs for questionnaire design; sample acquisition and preparation; programming; translation; email and text invitations; survey hosting; bilingual telephone interviewing; data entry and analysis; and reporting.

Figure 1: Estimated Dual-mode Survey Costs

Survey Length	Number of Interviews		
	200	175	150
20 minutes	\$24,750	\$24,125	\$23,500

We would welcome the opportunity to work with you on this research, and if you have any questions or if there is any further information we can provide, please do not hesitate to contact us. Thank you for your consideration and you may reach us as follows:

Curt Below
 Fairbank, Maslin, Maullin, Metz & Associates (FM3)
 (510) 451-9521 (Office)
 Curt@FM3Research.com

RESOLUTION NO. 2767-2004

RESOLUTION OF THE FORT BRAGG CITY COUNCIL CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 2, 2004, FOR THE ELECTION OF CITY COUNCILMEMBERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES AND FOR THE SUBMISSION TO THE VOTERS A QUESTION RELATING TO CONTINUING THE LEVY OF A SPECIAL TAX FOR THE ACQUISITION OF FIRE EQUIPMENT

WHEREAS, under the provisions of the laws relating to general law cities in the State of California, a General Municipal Election shall be held on Tuesday, November 2, 2004, for the election of City Councilmembers; and

WHEREAS, the City Council also desires to submit to the voters a question relating to continuing the levy of a special tax for the acquisition of fire equipment; and

WHEREAS, the City, by separate resolution, will be requesting the Mendocino County Board of Supervisors to consolidate the City's election with the Statewide General Municipal Election.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby resolve, declare, determine and order as follows:

SECTION 1. That pursuant to the requirements of the laws of the State of California relating to General Law Cities there is called and ordered to be held in the City of Fort Bragg, California, on Tuesday, November 2, 2004, a General Municipal Election for the purpose of electing two (2) members of the City Council for the full term of four (4) years.

SECTION 2. That the City Council, pursuant to its right and authority, does order submitted to the voters at the General Municipal Election the following question:

Shall a tax measure be approved to continue the levy of a special tax in the amount of \$18 per parcel for the acquisition of fire equipment?	Yes	
	No	

SECTION 3. That the full text of the proposed ordinance to be submitted to the voters is attached as Exhibit A (the "Ordinance"). If two-thirds of the qualified voters voting on the Ordinance shall vote in favor therefore, the Ordinance shall be deemed adopted and shall be effective July 1, 2005.

SECTION 4. That the ballots to be used at the election shall be in form and content as required by law.

SECTION 5. That the City Clerk is authorized, instructed and directed to:

- A. Furnish, distribute and receive all nomination papers;
- B. Receive Candidate's Statements pursuant to Election Code Section 10012;
- C. Receive Code of Fair Campaign Practice Statements;
- D. Receive Disclosure Statements as required.

SECTION 6. That the County Clerk is directed to and shall conduct the election pursuant to the appropriate provisions of State law.

SECTION 7. That the polls for the election shall be open at seven o'clock a.m. of the date of the election and shall remain open continuously from that time until eight o'clock p.m. of the same day when the polls shall be closed, except provided in Section 14401 of the Elections Code of the State of California.

SECTION 8. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 9. That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

SECTION 10. Ballot Arguments

- A. The last day for submission of direct arguments for or against the measure shall be by 5:00 p.m. on ~~July 27, 2004~~ July 16, 2004.
- B. The last day for submission of rebuttal arguments for or against the measure shall be 5:00 p.m. on ~~August 6, 2004~~ July 26, 2004.
- C. Direct arguments shall not exceed three hundred words.
- D. Rebuttal arguments shall not exceed two hundred fifty words.
- E. The City Attorney shall prepare an impartial analysis of the Ordinance showing the effect of the Ordinance on the existing law and the operation of the Ordinance. The impartial analysis shall be filed by the date set by the City Clerk for the filing of direct arguments.
- F. Mayor Melo and Councilmember Peters are hereby authorized to prepare a written argument in favor of the proposed ordinance, not to exceed 300 words, on behalf of the City Council. The argument may be signed by the Council as a whole and may also be signed by bona fide associates or by individual voters who are eligible to vote. However, the total number of signatures in support of the ordinance shall not exceed five.
- G. Mayor Melo and Councilmember Peters are hereby authorized to prepare a written rebuttal argument in response to any written argument that is submitted opposing the proposed ordinance, not to exceed 250 words, on behalf of the City Council. The rebuttal may be signed by the Council as a whole and may also be signed by bona fide associates or by individual voters who are eligible to vote. However, the total number of signatures in support of the ordinance shall not exceed five.
- H. Pursuant to Section 9285 of the California Elections Code, when the City Clerk has selected the arguments for and against the Ordinance, which arguments will be printed and distributed to the voters, the City Clerk shall send copies of the arguments in favor of the Ordinance to the authors of the argument against, and copies of the argument against to the authors of the argument in favor. Rebuttal arguments shall be printed in the same manner as the direct arguments. Each

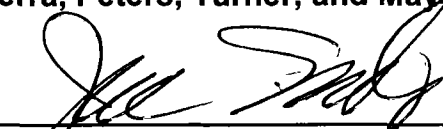
rebuttal argument shall immediately follow the direct argument, which it seeks to rebut.

- I. The provisions of Section 9220 of the Elections Code relating to arguments by the legislative body against a proposed Ordinance are hereby deemed inapplicable.

SECTION 11. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

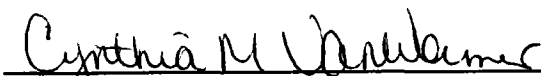
The above and foregoing Resolution was introduced by Councilmember Peters, seconded by Councilmember Baltierra, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 14th day of June, 2004, by the following vote:

**AYES: Councilmembers Gjerde, Baltierra, Peters, Turner, and Mayor Melo.
NOES: None.
ABSENT: None.**



**JERE MELO,
Mayor**

ATTEST:



**Cynthia M. VanWormer
City Clerk**

EXHIBIT "A"

BEFORE THE CITY COUNCIL OF THE CITY OF FORT BRAGG

AN ORDINANCE CONTINUING
CHAPTER 3.30 OF THE FORT
BRAGG MUNICIPAL CODE
AUTHORIZING THE LEVY OF A
SPECIAL TAX FOR THE
ACQUISITION OF FIRE EQUIPMENT
AND ALLOWING FOR THE
EXPENDITURE OF FUNDS DERIVED
FROM SUCH TAX

ORDINANCE NO. 844-2004

WHEREAS, Chapter 3.30 ("Fire Equipment Tax Levy and Expenditure") of the Fort Bragg Municipal Code, a measure which was originally passed by two-thirds of the voters voting on the proposition at an election held on Tuesday, November 8, 1983, shall expire with the fiscal year 2004-05 ending June 30, 2005; and

WHEREAS, it is the intent of the Fort Bragg City Council in passing this Ordinance to continue for ten (10) years the measure for Fire Equipment Tax Levy and Expenditure as this tax has raised sufficient funds to undertake a fire equipment acquisition program that has been beneficial in strengthening the fire suppression capabilities of the Fort Bragg Fire Department; and

WHEREAS, if a measure approving the continuation and increase of this tax is passed by two-thirds of the voters voting on the proposition at an election held on Tuesday, November 2, 2004, this Ordinance shall take effect on July 1, 2005.

THE CITY COUNCIL OF THE CITY OF FORT BRAGG DOES ORDAIN AS FOLLOWS:

Section 1. The Fort Bragg Municipal Code Chapter 3.30 is hereby continued and is set forth in its entirety as follows:

"Chapter 3.30

FIRE EQUIPMENT TAX LEVY AND EXPENDITURE

Sections:

- 3.30.010 Authority to adopt measure.
- 3.30.020 Authorization to levy special fire equipment acquisition tax.
- 3.30.030 Tax rate/method of assessment.
- 3.30.040 Collection.
- 3.30.050 Funding and expending proceeds.
- 3.30.060 Increase appropriations limit.
- 3.30.070 Unexpended residue.
- 3.30.080 Severability.
- 3.30.090 Duration, amendment or repeal.

3.30.010 Authority to adopt measure.

This chapter and the tax authorized in this chapter is adopted pursuant to the provisions of Article 3.5 of Chapter 1 of Part 1 of Division 1 of Title 5 of the Government Code (Sections 50075 through 50077.5), and the California Constitution Article XIII(B), Section 4.

3.30.020 Authorization to levy special fire equipment acquisition tax.

In any fiscal year commencing on or after July 1, 2005, the city council shall levy a special tax for such fiscal year on each parcel of real property within the city in the manner provided in this chapter. This special tax shall be in addition to the annual tax rate allowed by law. Revenues derived from such special tax shall be used exclusively for the acquisition of fire equipment for use by the fire department.

3.30.025 Use of tax proceeds and accountability measures.

All proceeds of the tax levied and imposed hereunder shall be accounted for and paid into a special fund or account designated only for the acquisition of fire equipment for use by the fire department. Pursuant to Government Code Section 50075.3, the city treasurer shall file a report with the city council at least once a year stating the amount of funds collected and expended, and the status of the acquisition of fire equipment as authorized by this chapter. This section is intended to satisfy the accountability requirements of Sections 50075.1 and 50075.3 of the Government Code.

3.30.030 Tax rate/method of assessment.

In any fiscal year commencing on or after July 1, 2005, the city council shall, by resolution, fix a special tax upon all parcels within the city in an amount of eighteen dollars per parcel of real property within the city not exempted by law for the purposes of acquisition of fire equipment.

3.30.040 Collection.

The city council may elect to have any special tax authorized under this chapter collected either by the city, or in the alternative, by the tax collector of the county.

3.30.050 Funding and expending proceeds.

Proceeds of any tax levied under this chapter shall be set apart in a special fund and expended only for the purpose of acquisition of fire equipment for use by the fire department, after deducting the costs of the November 2, 2004 Special Election.

3.30.060 Increase appropriations limit.

Pursuant to California Constitution Article XIII(B), the appropriations' limit for the city will be increased by the aggregate sum collected by levy of this special tax in each of the years covered by this chapter.

3.30.070 Unexpended residue.

Unexpended residue of any money raised by the city under this chapter in any fiscal year may only be used in a succeeding year for the purposes stated in this chapter.

3.30.080 Severability.

If any provision of this chapter or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect any other provisions or applications, and to this end the provisions of this chapter are declared to be severable.

3.30.090 Duration, amendment or repeal.

- A. The authorization to levy a tax under this chapter shall expire with the fiscal year 2014-15 ending June 30, 2015. This chapter, or any provision thereof, may only be extended, amended or repealed by approval of two-thirds of the voters voting on the proposition at any initiative or referendum election.
- B. This chapter shall be adopted and go into effect on July 1, 2005 if it is approved by two-thirds of the voters voting on the proposition at an election to be held on Tuesday, November 2, 2004, and if the city council has declared that such measure was approved by two-thirds of the voters voting thereon.

Section 2. It is the intent of the Fort Bragg City Council in passing this Ordinance to continue for ten (10) years the original Fire Equipment Tax Levy and Expenditure Ordinance as approved by a two-third vote of the voters voting on the proposition at an election that was held on Tuesday, November 8, 1983. This tax has raised sufficient funds to undertake a fire equipment acquisition program that has been beneficial and strengthened the fire suppression capabilities of the Fort Bragg Fire Department.

Section 3. This Ordinance shall become effective on July 1, 2005 as a tax measure, subject to its approval by the voters provided herein, and shall be retained on file in the Office of the City Clerk.

Section 4. Within fifteen (15) days after the passage of this Ordinance, the City Clerk shall cause it to be published at least once in a newspaper of general circulation published and circulated in the City of Fort Bragg.

The foregoing Ordinance was introduced by Councilmember Peters at a regular meeting of the City Council of the City of Fort Bragg held on June 14, 2004, and adopted at a regular meeting of the City of Fort Bragg held on June 28, 2004, by the following vote:

- AYES:**
- NOES:**
- ABSENT:**

JERE MELO
Mayor

ATTEST:

Cynthia M. VanWormer
City Clerk

PUBLISH: July 8, 2004.

RESOLUTION NO. 3709-2014

RESOLUTION OF THE FORT BRAGG CITY COUNCIL CALLING AND GIVING NOTICE OF A GENERAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 4, 2014 FOR THE ELECTION OF CITY COUNCILMEMBERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES AND FOR SUBMITTAL OF A QUESTION TO THE VOTERS RELATING TO CONTINUING AND INCREASING THE LEVY OF A SPECIAL TAX FOR THE ACQUISITION OF FIRE EQUIPMENT; ESTABLISHING POLICIES AND PROCEDURES IN CONNECTION WITH SUCH AN ELECTION; AND REQUESTING THE SERVICES OF THE REGISTRAR OF VOTERS IN CONDUCTING SAID ELECTION

WHEREAS, under the provisions of the laws relating to general law cities in the State of California, a General Election shall be held on Tuesday, November 4, 2014 for the election of City Councilmembers; and

WHEREAS, the City Council also desires to submit to the voters a question relating to continuing and increasing the levy of a special tax for the acquisition of fire equipment; and

WHEREAS, on November 6, 1996, the voters of California approved Proposition 218, which added Articles XIIC to the California Constitution, Section 2(c) of which requires that any special tax must be approved by a two-thirds vote of the voters voting on the issue of the imposition of the tax; and

WHEREAS, the City requests the Mendocino County Board of Supervisors to consolidate the City's election with the Gubernatorial General Election.

WHEREAS, based on all of the information presented to the City Council, both written and oral, including the staff reports, minutes, and other relevant materials (hereafter the "Record"), the City Council finds that under CEQA Guidelines 15060(c)(3) and 15378(b)(3), the proposed parcel tax does not constitute a project under CEQA and therefor review under CEQA is not required.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby resolve, declare, determine and order as follows:

Section 1 – Order Calling for a General Election

A. That pursuant to the requirements of the laws of the State of California relating to General Law Cities there is called and ordered to be held in the City of Fort Bragg, California, on Tuesday, November 4, 2014, a General Election for the purpose of electing three (3) members of the City Council for the full term of four (4) years.

B. That the City Council, pursuant to its right and authority, does order submitted to the

voters at the General Election the following question:

To maintain the City's fire suppression capabilities and its program to replace fire trucks and equipment on a schedule that keeps response times low, with positive effects on property owner insurance rates, shall the expiring Fire Equipment Tax Levy be extended for 10 years and the rate increased to \$22 per parcel with all revenue restricted to those local purposes?	Yes	
	No	

C. That the full text of the proposed ordinance to be submitted to the voters is attached as Exhibit A (the "Ordinance"). If two-thirds of the qualified voters voting on the Ordinance shall vote in favor therefore, the Ordinance shall be deemed adopted and shall be effective July 1, 2015.

D. The election shall be held and conducted and the votes thereof canvassed and returns thereof made and the results thereof ascertained and determined as provided by law for the holding of municipal elections in the City.

Section 2 – Request for Election Services

A. Pursuant to the requirements of Section 10403 of the California Elections Code, the Mendocino County Board of Supervisors is hereby requested to consent and agree to the consolidation of the City's General Election with the Gubernatorial General Election on Tuesday, November 4, 2014.

B. That the county elections department is authorized to canvass the returns of the General Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used.

C. That the Board of Supervisors is requested to issue instructions to the county election department to take any and all steps necessary for the holding of the consolidated election.

D. That the City of Fort Bragg recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any costs.

E. That the City Clerk is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the county election department of the County of Mendocino.

F. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

Section 3 – Designation of Duties

A. The County Clerk, in conducting the City's election is requested to provide the following services:

1. Establish precinct boundaries to coincide with the Gubernatorial General Election;
2. Designate polling places and appoint election officers;
3. Notify election officers of their appointment and instruct inspectors concerning their duties;
4. Hire and pay election officers;

5. Arrange for the availability of polling places and all supplies necessary for casting ballots, and setting up voting booths;

6. Publish lists of precincts, election officers, polling places, and the hours that polls will be open;

7. Verify signatures appearing on candidate's nomination papers;

8. Provide sample ballots to each voter;

9. Receive absentee voter applications; supply absentee voter ballots to applicants; accept absentee voter ballot returns; retain custody of absentee voter ballots; count absentee voter ballots;

10. Provide Certificate of County Clerk as to Result of the Canvass, for approval by the Fort Bragg City Council.

B. The City Clerk in conducting the City's election shall provide the following services:

1. Publish the Notice of Election;

2. Publish Notice of Nominees as required by law;

3. Distribute and receive nomination papers;

4. Receive Candidate's Statement;

5. Receive campaign statements and disclosure statements as required by law;

6. Receive ballot arguments, impartial analysis, and rebuttal arguments.

Section 4 – Ballot Arguments

A. The last day for submission of direct arguments for or against the measure shall be by 5:00 p.m. on Friday, July 18, 2014.

B. The last day for submission of rebuttal arguments for or against the measure shall be by 5:00 p.m. on Monday, July 28, 2014.

C. Direct arguments shall not exceed three hundred (300) words.

D. Rebuttal arguments shall not exceed two hundred fifty (250) words.

E. The City Attorney shall prepare an impartial analysis of the Ordinance showing the effect of the Ordinance on the existing law and the operation of the Ordinance. The impartial analysis shall be filed by 5:00 p.m. on July 18, 2014.

F. Pursuant to Elections Code Section 9282(b), Mayor Turner and Councilmember Deitz are hereby authorized to prepare and file a written argument in favor of the proposed Ordinance, not to exceed 300 words, on behalf of the City Council. The argument may be signed by the Council as a whole and may also be signed by representatives of bona fide associates or by individual voters who are eligible to vote. However, the total number of signatures in support of the Ordinance shall not exceed five.

G. Pursuant to Elections Code Section 9285(a), Mayor Turner and Councilmember Deitz are hereby authorized to prepare and file a written rebuttal argument in response to any written argument that is submitted opposing the proposed Ordinance, not to exceed 250 words, on behalf of the City Council. The rebuttal may be signed by the Council as a whole and may also be signed by representatives of bona fide associates or by individual voters who are eligible to vote. However, the total number of signatures in support of the Ordinance shall not exceed five.

H. Pursuant to Section 9285 of the California Elections Code, when the City Clerk has selected the arguments for and against the Ordinance, which arguments will be printed and distributed to the voters, the City Clerk shall send copies of the arguments in favor of the Ordinance to the authors of the argument against, and copies of the argument against to the authors of the argument in favor. Rebuttal arguments shall be printed in the same manner as the direct arguments. Each rebuttal argument shall immediately follow the direct argument, which it seeks to rebut.

I. The provisions of Section 9285(a) of the Elections Code relating to arguments are hereby adopted and made applicable.

Section 5 – Direction to City Clerk

The City Clerk is directed to forward without delay a certified copy of this resolution to the Board of Supervisors and to the County Elections Department. The City Clerk is hereby authorized and directed to take all steps necessary to place the Ordinance on the ballot and to cause the Ordinance to be printed. A copy of the Ordinance shall be made available to any voter upon request.


The above and foregoing Resolution was introduced by Councilmember Deitz, seconded by Councilmember Hammerstrom, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 9th day of June, 2014, by the following vote:

AYES: Councilmembers Courtney, Deitz, Hammerstrom, Kraut, and Mayor Turner.
NOES: None.
ABSENT: None.
ABSTAIN: None.



DAVE TURNER,
Mayor

ATTEST:


Cynthia M. VanWormer, MMC
City Clerk

BEFORE THE CITY COUNCIL OF THE CITY OF FORT BRAGG

AN ORDINANCE CONTINUING CHAPTER 3.30 OF THE FORT BRAGG MUNICIPAL CODE AUTHORIZING THE LEVY OF A SPECIAL TAX FOR THE ACQUISITION OF FIRE EQUIPMENT AND ALLOWING FOR THE EXPENDITURE OF FUNDS DERIVED FROM SUCH TAX

ORDINANCE NO. 910-2014

WHEREAS, Chapter 3.30 ("Fire Equipment Tax Levy and Expenditure") of the Fort Bragg Municipal Code, a measure which was originally passed by two-thirds of the voters voting on the proposition at an election held on Tuesday, November 8, 1983, shall expire with the fiscal year 2014-15 ending June 30, 2015; and

WHEREAS, the City Council wishes to increase the Fire Equipment Tax levy from \$18 to \$22 per parcel; and

WHEREAS, it is the intent of the Fort Bragg City Council in passing this Ordinance to continue for ten (10) years the parcel tax for Fire Equipment Tax Levy and Expenditure. The tax has raised sufficient funds to undertake a fire equipment acquisition program that has been beneficial in strengthening the fire suppression capabilities of the Fort Bragg Fire Department, but additional funds are necessary for the City to able to maintain the fire equipment acquisition program; and

WHEREAS, if a measure approving the continuation and increase of this tax is passed by two-thirds of the voters voting on the proposition at an election held on Tuesday, November 4, 2014, this Ordinance shall take effect on July 1, 2015.

NOW, THEREFORE, the City Council ordains as follows:

Section 1. The Fort Bragg Municipal Code Chapter 3.30 is hereby amended and restated in its entirety as follows:

"Chapter 3.30

FIRE EQUIPMENT TAX LEVY AND EXPENDITURE

Sections:

- 3.30.010 Authority to adopt measure.
- 3.30.020 Authorization to levy special fire equipment acquisition tax.
- 3.30.030 Tax rate/method of assessment.
- 3.30.040 Collection.
- 3.30.050 Funding and expending proceeds.
- 3.30.060 Increase appropriations limit.
- 3.30.070 Unexpended residue.
- 3.30.080 Severability.
- 3.30.090 Duration, amendment or repeal.

3.30.010 AUTHORITY TO ADOPT MEASURE.

This chapter and the tax authorized in this chapter is adopted pursuant to the provisions of Cal. Government Code Article 3.5 of Chapter 1 of Part 1 of Division 1 of Title 5 (§§ 50075 through 50077.5), and the California Constitution Article XIII(B), Section 4.

3.30.020 AUTHORIZATION TO LEVY SPECIAL FIRE EQUIPMENT ACQUISITION TAX.

In any fiscal year commencing on or after 7-1-2015, the City Council shall levy a special tax for the fiscal year on each parcel of real property within the City in the manner provided in this chapter. This special tax shall be in addition to the annual tax rate allowed by law. Revenues derived from the special tax shall be used exclusively for the acquisition of fire equipment for use by the Fire Department.

3.30.025 USE OF TAX PROCEEDS AND ACCOUNTABILITY MEASURES.

All proceeds of the tax levied and imposed hereunder shall be accounted for and paid into a special fund or account designated only for the acquisition of fire equipment for use by the Fire Department. Pursuant to Cal. Government Code § 50075.3, the City Treasurer shall file a report with the City Council at least once a year stating the amount of funds collected and expended, and the status of the acquisition of fire equipment as authorized by this chapter. This section is intended to satisfy the accountability requirements of Cal. Government Code §§ 50075.1 and 50075.3.

3.30.030 TAX RATE/METHOD OF ASSESSMENT.

In any fiscal year commencing on or after 7-1-2015, the City Council shall, by resolution, fix a special tax upon all parcels within the City in an amount of \$22 per parcel of real property within the City not exempted by law for purposes of acquisition of fire equipment.

3.30.040 COLLECTION.

The City Council may elect to have any special tax authorized under this chapter collected either by the City, or in the alternative, by the Tax Collector of the county.

3.30.050 FUNDING AND EXPENDING PROCEEDS.

Proceeds of any tax levied under this chapter shall be set apart in a special fund and expended only for the purpose of acquisition of fire equipment for use by the Fire Department, after deducting the costs of the 11-4-2014 special election.

3.30.060 INCREASE APPROPRIATIONS LIMIT.

Pursuant to California Constitution Article XIII(B), the appropriations limit for the City will be increased by the aggregate sum collected by levy of this special tax in each of the years covered by this chapter.

3.30.070 UNEXPENDED RESIDUE.

Unexpended residue of any money raised by the City under this chapter in any fiscal year may only be used in a succeeding year for the purposes stated in this chapter.

3.30.080 SEVERABILITY.

If any section, subsection, sentence, clause or phrase of this chapter is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of the chapter.

3.30.090 DURATION, AMENDMENT OR REPEAL.

- A. The authorization to levy a tax under this chapter shall expire with the fiscal year ending 6-30-2025. This chapter, or any provision thereof, may only be amended or repealed by approval of 2/3 of the voters voting on the proposition at any initiative or referendum election.
- B. This chapter shall be adopted and go into effect on 07-01-2015 if it is approved by two-thirds of the voters voting on the proposition at an election to be held on Tuesday, 11-4-2014, and if the City Council has declared that the measure was approved by 2/3 of the voters voting thereon.

Section 2. It is the intent of the Fort Bragg City Council in passing this Ordinance to continue for ten (10) years the Fire Equipment Tax Levy and Expenditure Ordinance as approved by a two-third vote of the voters voting on the proposition at an election that was held on Tuesday, November 8, 1983. It is also the intent of the Fort Bragg City Council to increase the levy from \$18 to \$22. This tax has raised sufficient funds to undertake a fire equipment acquisition program that has been beneficial and strengthened the fire suppression capabilities of the Fort Bragg Fire Department.

Section 3. This Ordinance shall become effective on July 1, 2015 as a tax measure, subject to its approval by the voters provided herein, and shall be retained on file in the Office of the City Clerk.

Section 4. Within fifteen (15) days after the passage of this Ordinance, the City Clerk shall cause it to be published at least once in a newspaper of general circulation published and circulated in the City of Fort Bragg.

The foregoing Ordinance was introduced by Councilmember Courtney at a regular meeting of the City Council of the City of Fort Bragg held on June 9, 2014, and adopted at a regular meeting of the City of Fort Bragg held on June 23, 2014, by the following vote:

**AYES:
NOES:
ABSENT:
ABSTAIN:**

**Dave Turner,
Mayor**

ATTEST:

**Cynthia M. VanWormer, MMC
City Clerk**

PUBLISH: July 3, 2014.

FBFD List of Vehicles with Estimated Replacement Cost
As of April 2026:

These estimates will be higher at time of replacement

Engine	Estimated Replacement Cost
8356	\$300,000
8361	\$400,000
8331	\$250,000
8385	\$750,000
8320	\$80,000
8340	\$85,000
8300	\$80,000
8391	\$280,000
8381	\$750,000
8360	\$400,000
8301	\$80,000
8386	\$1,000,000
8390	\$280,000
8380	\$750,000
SCBA Fill Trailer	\$80,000
Zodiac Boat	\$60,000
ATV	\$15,000