



AGENDA

Regular Meeting

MONDAY May 8, 2023 – 7:00 P.M.

City Hall

11960 East Street Fort Jones, CA 96032

CALL TO ORDER:

Fort Jones City Council Roll Call: Members: Garcia _____ Banks _____
Eayrs _____ Collie-Mason _____

PLEDGE OF ALLEGIANCE: Led by Mayor

PUBLIC COMMENTS:

Discussion items only, no action to be taken. Any person may address the Council at this time upon any subject within the jurisdiction of the Town of Fort Jones; however, any matter that requires action may be referred to staff and/or Committee for a report and recommendation for possible action at a subsequent Council meeting. There is a five (5) minute limit per topic.

SELECTION OF NEW COUNCIL MEMBER

1. Review letters of interest for vacant Council seat and approve selection by majority vote.
2. Administer Oath of Office

DISCUSSION / REPORTS / CORRESPONDENCE: NON-ACTION ITEMS:

- A. Police Department Monthly Report
- B. Fire Department Monthly Report
- C. Public Works Monthly Report
- D. Economic Development Report
- E. City Administrator's Report

CONSENT CALENDAR:

Items listed on the consent agenda are considered routine and may be enacted in one motion.

Any item may be removed for discussion at the request of the Council or the Public.

3.
 - a) Approval of Minutes: Regular Meeting April 10, 2023
 - b) Ratification of Disbursements: April 1 through 30
 - c) Review Budget vs. Actual for July 1, 2022 through April 30, 2023

DISCUSSION / REPORTS: ACTION ITEMS:

4. CALWARN
5. Golf Cart Surplus
6. Fire Department Portal
7. Fire Department Fire Lanes
8. Public Works Director Job Description
9. City Clerk Job Description

10. City Caretaker Job Description
11. 457 Plan
12. Full Time & Part Time Employees
13. Holiday Pay
14. Vacation Pay
15. Sick Leave
16. Work Schedules
17. Fee Schedule for Non-Event Use
18. Waiver and Release of Liability

STAFF COMMENTS:

COUNCIL MEMBER COMMENTS:

PUBLIC COMMENTS ON CLOSED SESSION: *(This is the time for community members to bring up items they wish to discuss regarding the closed session item only)*

ADJOURN TO CLOSED SESSION:

CLOSED SESSION:

The Council will meet pursuant to Government Code §54956.9 to consult with legal counsel regarding the ongoing litigation with Mr. Pinassi.

RETURN TO OPEN SESSION:

REPORT ON CLOSED SESSION: ANY ACTION TAKEN WILL BE REPORTED IN OPEN SESSION

ADJOURNMENT: The next Fort Jones City Council Meeting is scheduled to be held on June 12, 2023 at 7:00 p.m.

It is the intention of the Town of Fort Jones to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee or a participant at this meeting, or in meetings on a regular basis, you will need special assistance beyond what is normally provided, the Town will attempt to accommodate you in every reasonable manner. Individuals who need auxiliary aids or services for effective communication or to participate in programs and services of the Town of Fort Jones are invited to make their needs and preferences known by contacting the City Hall office, (530) 468-2281, at least 72 hours prior to the meeting.

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REPORTS & CORRESPONDANCE

Fort Jones Police Department Monthly Report

April 2023

I believe spring is finally upon us as we enter the month of May. It's been a busy couple months this year so far with many positive happenings throughout our community. As the weather becomes warm and spring activities begin it gives us all a chance to settle into a new season and enjoy the benefits of living in Scott Valley. Safety is our main concern as always and we will stay vigilant to make sure everyone can enjoy the upcoming summer months without a worry. Please reach out to us with any questions or anything you may observe needing our attention. Please also direct any constituents our direction who may have a question or needing assistance. Often, we have issues unaddressed due to word not getting to us. We are very big on communication and in need of receiving any information our citizens observe. If we are made aware of an issue, we can be proactive and address it appropriately. Please reassure anyone wanting to come forward their privacy and confidentiality is paramount.

Traffic- With this time of year comes a lot of travel for most and it is our priority that Fort Jones is a traffic safe community. Presence is a large part of that as with deterring crime. We will continue our patrol while increasing it during specific times of high traffic. We also have been issuing numerous warnings and citations when appropriate. For the most part it seems traffic issues in town have gotten better giving us the ability to concentrate on specific more serious traffic issues. Recently we have continued our focus on the Main Street area by enforcing speed, U-Turn, and cross walk violations. It's been a constant push to remind motorists of these expectations the town of Fort Jones has while driving through our community. We hope to continue to see compliance overtake enforcement as people understand the consequences through citations and warnings.

Schools- We continue to be very involved with our school district and have seen positive progress from our partnership with them. After covid the schools as well as law enforcement have been playing catch up in response to many issues not being addressed or followed up on for several years. We will continue to see these effects from the covid era for a couple more years but am energized by the recent progress we have seen.

Animal Control- Well I won't do that again. Last month I stated in the animal control section of the pd report that dog issues were down and we were celebrating the progress. Immediately after the council meeting, we were inundated with a substantial amount of animal control issues. Several of these cases required capturing and incarcerating dogs as well as banishing them from town. Along with addressing the animals, the owners received numerous citations they will have to address in the future even though the immediate issue was solved. We will continue to monitor these specific issues while reminding everyone the new licensing season is quickly approaching and we will be requiring all to comply with the town's ordinances.

Reports/Cases- In the town of Fort Jones we have now taken approximately 30 written cases for the year. These involve arrests and cases requiring reports submitted to the District Attorney for Prosecution. It seems we are in the normal range of cases for this time of year after reducing our yearly cases in the beginning of our services. I believe the reduction of total cases in a year is a good indication of the job well done by our town officers. Proactivity and presence is key to our success and we will continue these services as they continue to prove their worth.

Calls for Service- As a reminder with the written reports most of our calls for service including mutual aid requests and responding to EMS/Fire calls come without a written report. We continue to assist other departments in any way we can to help first responders to any crisis. With an increase in criminal activity outside our two towns we have been called upon by outside agencies to assist. These agencies include CHP, Sheriff's Office, Forest Service, and CAL Fire to name a few. They also assist us when the need arises. It's been a great working partnership we have fostered and will continue to do so in the future. These calls for service will also include safety checks or school functions for example. These types of calls are important as they prevent crime and help us be one with the community as well as understand what our communities' needs are. With the monthly stat report, you will see many of our calls for service, however continual safety checks of businesses and school are not. Keep this in mind as many of our proactive activities and well as presence cannot be quantified.

Ordinance Enforcement- Kelly has been continuing closing out several code enforcement cases recently, sending several to the District Attorney for review and prosecution. Kelly has been regularly attending court in follow up of these cases in making sure they don't subside. It's been years of hard work for many of these more substantial cases and full adjudication is important. Several of these cases are now at the stage for the city to take appropriate action and follow up as we mentioned before. This stage is another important reason the town follows through with an internal review board. We are hoping to develop this board soon so the town can begin seeing the positive accountability of one. This may include placing a lean on the property or other practices through the city attorney if the violator does not comply with the immediate requests.

PAL- Pal is going strong with many of our seasonal programs coming to conclusion. The Scott Valley Swim team will begin within a couple weeks and has always been well attended. This being one of our oldest programs we have has developed into a well-rounded program including competitive and recreational components. We will also be partnering again with the YESS program giving our youth the ability to work and gain experience in land management. Our Mentoring program has continued to be very successful with us adding much needed activities as our program grows. We were successful in obtaining a three-year grant to continue our mentoring program in the past week and hope this to be a program that becomes always present.

Training- Our officers have attended several training courses recently including DUI related

courses and many perishable skills to name a few. These training courses continue to be a remarkable assist in providing necessary education which is great for our officers in their advancement in training and expertise. Officer Martin is now officially off field training and on her own. Please reach out to her and express your gratitude for a job well done. Officer Martin has already been a remarkable asset to our community and we look forward to the many years to come.

Patrol Hours- With the recent transitions from past officers to new it is imperative the town of Fort Jones always has adequate coverage and all calls for service are handled quickly and fully. It will always be our mission to provide a high-quality service unmatched by anyone else. I want to thank the council and our constituents as we go through this process. Your constant support is noticed and appreciated more than we can express. The past several months have been fairly active and we will continue to see an uptick in activity as mentioned above. As a reminder the town of Fort Jones, when fully staffed receives patrol hours and time in the office stay in excess of 600 hours a month with 5 officers, 2 CSO's, and a part time detective. Countless security checks, home checks, and business checks are made daily making sure our community is safe. We have been receiving numerous compliments on how people feel safer and notice a positive change in town. It makes all the hard work worthwhile when we can see and especially hear the difference our officers make in the community. I encourage council to participate in our ride along program to help educated yourselves on the daily activities that occur in our town. Not only is it a great way to see town from another point of view but it also gives us the ability to establish good relationships with each other.



SISKIYOU COUNTY SHERIFF'S OFFICE

305 BUTTE ST
YREKA, CA 96097
(530) 841-2900

CFS EVENT LIST REPORT

CFS EVENT LIST SEARCH

Agency = %,
CFS Report Date = 04/01/2023 to 05/01/2023,
Primary Unit = ETNA%,
Response Area = 5A

CFS EVENT LIST SEARCH RESULTS

TIME CREATED	EVENT NUMBER	CASE NUMBER	CALL TYPE	LOCATION	APT	FINAL TYPE
04/01/2023 14:47	2304010021		OWAV	12301 MAIN ST		
04/03/2023 07:54	2304030012	5230024	M	106 BUTTE ST		
04/03/2023 12:15	2304030043	5230023	FLP	41 STERLING ST		
04/03/2023 14:40	2304030053		FLP	12095 OAK MILL DR		
04/03/2023 15:00	2304030055		FLP	12103 OAK MILL DR		
04/04/2023 13:38	2304040033		ANIMAL	12709 MARBLE VIEW AVE		
04/05/2023 11:46	2304050023	5230027	TRAF	11906 MAIN ST		
04/05/2023 13:57	2304050039		ANIMAL	11714 EAST ST		
04/05/2023 16:03	2304050052	5230029	FLP	11730 EAST ST		
04/06/2023 08:49	2304060011	5230028	FLP	12079 MAIN ST		
04/07/2023 12:15	2304070043		FLP	12725 MARBLE VIEW AVE		
04/07/2023 12:22	2304070045		FLP	11725 EASTSIDE RD		
04/10/2023 13:27	2304100030	5230030	VNDL	FORT JONES LITTLE LEAGUE		
04/11/2023 12:29	2304110016		ANIMAL	11742 EAST ST		
04/11/2023 13:45	2304110023		FLP	11501 MATHEWS ST		
04/11/2023 20:20	2304110060		DP	241 STERLING ST		
04/12/2023 12:04	2304120028		FLP	243 STERLING ST		
04/14/2023 12:21	2304140031		TRSP	12102 OAK MILL DR		
04/15/2023 13:02	2304150022		FLP	12725 MARBLE VIEW AVE		
04/15/2023 13:03	2304150023		FLP	112 NEWTON ST		
04/15/2023 14:43	2304150029		FLP	12102 OAK MILL DR		
04/16/2023 12:52	2304160017		ANIMAL	12525 MARBLE VIEW AVE		
04/18/2023 17:56	2304180047		DP	11921 MAIN ST		
04/19/2023 08:33	2304190010		ANIMAL	11973 DIGGLES ST		
04/19/2023 19:24	2304190064		DP	11307 MAIN ST		
04/22/2023 13:30	2304220019		VEH STOP	MAIN ST/BUTTE ST		
04/24/2023 15:53	2304240043	5230031	FG	113 STERLING ST		
04/25/2023 08:43	2304250005		ANIMAL	107 BOWER ST		
04/26/2023 12:51	2304260025		ANIMAL	101 BUTTE ST	3	

TIME CREATED	EVENT NUMBER	CASE NUMBER	CALL TYPE	LOCATION	APT	FINAL TYPE
04/26/2023 13:41	2304260026		NCRM	MATHEWS ST/NEWTON ST		
04/26/2023 13:59	2304260029	5230032	AB	237 BUTTE ST		
04/27/2023 11:54	2304270019		FLP	243 STERLING ST		
04/28/2023 16:26	2304280036		VEH STOP	11300 N HWY 3		
04/28/2023 17:32	2304280040		DP	11730 MAIN ST		
04/29/2023 12:46	2304290019		VEH STOP	MAIN ST/DOUGLAS ST		
04/30/2023 13:32	2304300019		WI	12303 MAIN ST		
04/30/2023 15:42	2304300028		VEH STOP	BUTTE ST/MAIN ST		
04/30/2023 18:31	2304300039		M	11300 N HWY 3		

TOTAL CALLS: 38



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CFS EVENT LIST REPORT

CFS EVENT LIST SEARCH

Agency = %,
CFS Report Date = 04/01/2023 to 05/01/2023,
Primary Unit = ETNA%,
Response Area = 5B

CFS EVENT LIST SEARCH RESULTS

TIME CREATED	EVENT NUMBER	CASE NUMBER	CALL TYPE	LOCATION	APT	FINAL TYPE
04/26/2023 10:52	2304260019		CODE	702 CALLAHAN WAY		
04/26/2023 15:59	2304260035		VEH STOP	QUARTZ VALLEY RD/MAIN ST		

TOTAL CALLS: 2



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305 BUTTE ST
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CFS EVENT LIST REPORT

CFS EVENT LIST SEARCH

Agency = %,
CFS Report Date = 04/01/2023 to 05/01/2023,
Primary Unit = ETNA%,
Response Area = 5

CFS EVENT LIST SEARCH RESULTS

TIME CREATED	EVENT NUMBER	CASE NUMBER	CALL TYPE	LOCATION	APT	FINAL TYPE
04/03/2023 15:45	2304030058		VEH STOP	FRANKLIN LN/HWY 3		
04/08/2023 12:06	2304080017		M	35 STARR ACCESS RD		
04/11/2023 12:51	2304110018		PROBS	9929 S HWY 3		
04/15/2023 11:03	2304150016		PROBS	9929 S HWY 3		
04/17/2023 07:17	2304170005		VEH STOP	0 N HWY 3		
04/28/2023 14:21	2304280026		WI	12312 S HWY 3		

TOTAL CALLS: 6



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(530) 841-2900

CFS EVENT LIST REPORT

CFS EVENT LIST SEARCH

Agency = %,
CFS Report Date = 04/01/2023 to 05/01/2023,
Primary Unit = ETNA%,
Response Area = 1

CFS EVENT LIST SEARCH RESULTS

TIME CREATED	EVENT NUMBER	CASE NUMBER	CALL TYPE	LOCATION	APT	FINAL TYPE
04/07/2023 19:05	2304070076		ANIMAL	LIGHTHILL RD/N 3		
04/07/2023 20:31	2304070081		ANIMAL	LIGHTHILL RD/N 3		
04/17/2023 16:04	2304170041		VEH STOP	N HWY 3/ELLER LN		
04/19/2023 10:13	2304190016		VEH STOP	N HWY 3/IDA WAY		
04/19/2023 12:08	2304190031		VEH STOP	1200 N HWY 3		
04/21/2023 09:04	2304210007		TRSP	25 DOUGLAS ST		
04/21/2023 11:38	2304210024		CIV	N HWY 3/MARBLE VIEW AVE		
04/28/2023 14:27	2304280027		VEH STOP	MAIN ST/MATHEWS ST		

TOTAL CALLS: 8

AB	ASSAULT AND BATTERY
ABC	ALCOHOL BEVERAGE CONTROL
ACS	ACCIDENTAL SHOOTING
ADW	ASSAULT WITH DEADLY WEAPON
ALARM	ALARM
ANIMAL	ANIMAL ABUSE OR NEGLECT
ARO	ATTEMPT TRO SERVICE
ARSN	ARSON
ASST	ASSIST OTHER AGENCY
AT	AUTO THEFT
ATC	ATTEMPT TO LOCATE
AVEH	ABANDONED VEHICLE
BCHK	BAR CHECK
BURG	BURGLARY
CASINO	CASINO RELATED CALLS
CCW	CONCEALED WEAPONS PERMIT AI
CHAB	CHILD ABUSE
CHKS	CHECKS
CIV	CIVIL PROCESS
CODE	CODE ENFORCEMENT
CPO	CRIMINAL PROTECTIVE ORDER
CRNR	CORONER
DB	DEAD BODY
DP	DISTURBING PEACE
DRDR	DRUNK DRIVING
DRNK	DRUNK
DV	DOMESTIC VIOLENCE
EA	ELDER ABUSE
EMBZ	EMBEZZELMENT
ESCP	ESCAPE
EXPL	EXPLOSIVE
FG	FISH AND GAME
FIRE	FIRE AND FIREWORKS RELATED C
FND	FOUND
FORG	FORGERY
FU	FOLLOW UP
GTFT	GRAND THEFT
HAZ	HAZMAT
HOMI	HOMICIDE OR ATTEMPT
HW	HOUSE WATCH

IDENT	IDENTITY THEFT
K9	K9
KDNP	KIDNAPPING
LIVS	LIVESTOCK
LST	LOST
M	MISCELLANEOUS
MFEL	MISC FELONY
MH	MENTAL HEALTH
MJ	MARIJUANA CULTIVATION OR COM
MMIS	MISC MISDEMEANOR
MP	MISSING PERSON
NARC	NARCOTICS
NCRM	NON CRIMINAL
OWAS	OUT WITH A SUBJECT
OWAV	OUT WITH A VEHICLE
PLANE	PLANE CRASH OR INCIDENT
PROBS	PROBATION SEARCH
PROW	PROWLER
PTFT	PETTY THEFT
PTRL	PATROL
RADAR	RADAR TRAILER
RADIO	RADIO RECEPTION TROUBLE
RAPE	RAPE
RBRY	ROBBERY
REPO	VEHICLE REPOSSESSION
RO	RESTRAINING ORDER
RWAY	RUNAWAY
SAFE	SEXUAL ASSAULT FELONY ENFOR
SAR	SEARCH AND RESCUE
SCAM	SCAM
SCHK	SECURITY CHECK
SCHOOL	SCHOOL SECURITY CHECK
SEXO	SEX OFFENCE
SUIC	SUICIDE (OR ATTEMPT)
SUPS	SUBPOENA SERVICE
SVEH	VEHICLE ASSIST
SWAR	SEARCH WARRANT
TC	TRAFFIC ACCIDENT
TEST	TEST CALL ONLY
TRAF	TRAFFIC

TRSP	TRESPASSING
TS	VEHICLE STOP
VNDL	VANDALISM
WAR	WARRANT SERVICE
WI	WELFARE CHECK
WS	WATER SAFETY



Fort Jones Fire Department

Chief Joseph Hess
Po Box 597
31 Newton Street
Fort Jones CA, 96032
Station Phone (530)468-2261
E-Mail- ftjfire@sisqtel.net

To City Council,

The Fire Department responded to 25 calls for service in the month of April. Members participated in 24 hours of scheduled training, numerous hours of online training and several specialized classes out of the area. The Fire Department has responded to 139 calls year to date.

April 2023 Calls

Call Type	City Limits	Out of City
MEDICAL AID	4	15
PUBLIC ASST.	0	2
FLUE FIRE	0	3
UNATTENDED BURNING	1	0
CANCELLED	0	0
ALARM SOUNDING	0	0
VEHICLE ACCIDENT	0	0
STRUCTURE FIRE	0	0
Total	5	20

I attended the Fire Department Instructors Conference in Indiana. While there I attended several classroom sessions on various aspects of the Fire service including leadership and instruction. I also had the opportunity to meet with various vendors and equipment manufacturers in preparation for upgrades to various equipment over the next few years.

We held our annual wildland refresher training session jointly with Etna and Scott Valley Fire departments. This keeps our members up to date and ready to respond to wildland fires.

Public Works Report

April 2023

Parks

The month of April the Public Works Department has been very busy getting ready for the summer season. We turned on the water to both of the baseball parks and opened the bathrooms. We started mowing all of the grass. We fixed sprinklers at the Little League field, Walker Fields, the Triangle Park, and the Exercise Park. We seeded some bare spots around the Paul Garrison Picnic Pavilion. We got a couple new tires for the John Deere lawnmower and installed them. We changed the oil in the John Deere mower. We installed the new flag pole at the Fort Jones Little League Field with the help of RB Aldrich Construction. We wanted to thank RB Aldrich Construction for donating their time to help us lift the pole into place. We finished residing and reroofing the pump house building at Walker Fields and painted it. We wanted to thank Vince Mitchell again for donating his time to help with this project. We sprayed for weeds at Town Hall and at the Little League Park. We fixed a broken step at Walker Fields. We programmed all of the Towns automatic sprinklers to start working. We removed all of the trash from the parks. We are working on getting the deed restrictions for the Little League Park and the Scout Hall notarized and recorded at the County recorders office. Once we have these in place we will be able to request reimbursement for the monies spent upgrading the parks. We installed the Prop 68 signs at the Little League Park and the Scout Hall as per the states mandate.

Sewer

We cleaned the sewer system behind the maintenance barn and on Newton Street in an emergency because the businesses were backed up. We advised business owners and homeowners about having their own separate lateral for each building. It was determined that they in fact do have their own laterals, and the Town mainline was plugged up with grease. We helped unplug the mainline. We located the depth and location of the Towns mainline on Mathews Street. We had to respond to another emergency sewer line back up at SSMH 29-1. We noticed a bunch more rocks and debris that came down. We are soliciting a bid to replace this section of sewer main. Everett has been working on updating The Towns sanitary sewer management plan, as per the States order. He plans to have this uploaded onto the California Integrated Water Quality System website by June 5, 2023. Everett worked with SHN to complete our first quarter wastewater reporting for the State. Everett worked with Morgan to get a base map of the Towns water/sewer system. Now Everett can add to this map whenever Public Works unearths something that was previously unknown, as well as add parts of the sewer system/water system to the map that are currently there in reality, but not on any of the Town's maps. Everett is researching and corresponding with various organizations about any grants and funding available to help The Town of Fort Jones replace some of its aging collection system pipes and pump stations as well as to help map the system in its entirety.

Water

We started doing disconnection notices for non-payments with help from the office. We turned some people off, and then back on again after receiving payment/ payment plan

agreements. We have had much success in getting back payments made on past due accounts with this program. We distributed the Towns 2022 Consumer Confidence Report to various businesses, the schools, and the SWRCB. The Clerk posted it online and is going to provide a link to the website where it can be viewed on the monthly bills. The consumer confident report is a yearly report detailing the quality of The Towns water. We are pleased to announce that we had zero violations last year. Everett uploaded the Towns water quality emergency notification plan onto the EAR report, along with the CCR. Everett completed the drought reporting for the SWRCB for the month of March. We raised up a water meter box for a customer who is doing some regrading of his driveway. We measured the static water level of the well at 15 feet on April 15th, 2023. We used the vacuum trailer to clean out some of the Towns gate valves, and then exercised them. We handed out cross connection control plan surveys to the few remaining people who have not completed them yet. We had to shut off some of the customer's water to get them to fill out the simple brief survey. We responded to an emergency water shut off at the Tribal Health Clinic. Someone had run over one of their spigots. We read all of the meters and uploaded the information into the system for billing. Everett researched and corresponded with the CalWARN committee members and introduced it to the council packet. More information on CalWARN can be found in the action items.

Roads

We worked with the County Road Department to get an estimate of how much it would cost to chip/crack seal Scott River Rd. We estimated it at a little under 28 thousand dollars. They are able to do it as soon as July, and are able to do it in any of the next three summers, up

to 2025. We used the weed eater along the sides of East Street, Hwy 3 and Carlock Street to help prevent wildfires. We sprayed the cracks in the sidewalk along Main Street and at Town Hall to kill the weeds. We removed all of the trash/ dead animals from the Towns roadways.

Economic Development Report

Staff is preparing for the May 9th Economic Development Committee meeting. At the meeting, the Committee will be joined virtually by a special guest from the Rural Community Assistance Corporation who will speak with the Committee about housing and hazard mitigation funding and resources. Aaron Reimler (also from RCAC) will provide an update on the research he conducted into programs that could allow the Town to incentivize fixing up blighted properties. This effort could alleviate seasonal housing needs.

Staff has created a Spring Events flyer that is being mailed to all Fort Jones residents. This flyer is a part of the Town's ongoing effort to encourage community participation in local events.

CONSENT CALENDAR

Fort Jones City Council
Regular Meeting
April 10, 2023

I, Rachel Agron, City Clerk for the Town of Fort Jones, hereby certify that the agenda for the April 10, 2023 Regular Meeting of the City Council was posted at City Hall near the door of the City Council Chambers, at Ray's Food Place, at Scott Valley Family Resource Center, at the Post Office, Outside Ace Hardware and on the City's website, www.fortjonesca.org on April 6, 2023

I declare under the penalty of perjury that the foregoing is true and correct.

Rachel Agron, City Clerk

ROLL Call

The regular meeting of the Fort Jones City Council was called to order in person by Mayor Mercedes Garcia at 7:00pm. In addition to Mayor Mercedes Garcia, Council Members present were Kathye Banks, Mark Eayrs, and Julia Collie-Mason.

Also present: City Clerk Rachel Agron, Interim City Administrator Adam Cox, Public Works Supervisor Everett Hullquist, Fire Chief Joseph Hess, Officer Stacher, and Officer Martin.

Mayor Garcia led the flag salute.

PUBLIC COMMENTS:

Michelle DeCausmaker asks whether there will be opportunity to ask questions during the reports.
Mercedes Garcia answers that there will be.

COUNCIL MEMBER SELECTION:

Mercedes reports that no letters of interest were submitted and invites residents to apply.

DISCUSSION / REPORTS / CORRESPONDENCE: NON-ACTION ITEMS:

A. Police Department Monthly Report

A written report was provided in the Council Packet. Officer Martin reports that the Department has been keeping an eye on crosswalks and illegal U-turns on Main Street. Councilmember Julia Collie-Mason asks for an update following the court date for the old motel's code violations. City Administrator Adam Cox reports that the owner received a continuance because a party is interested in purchasing the property. If the purchase falls through, there is a contractor prepared to do the work on the property. Officer Stacher reports that dog issues and vandalism are being addressed and encourages citizens to report any vandalism.

B. Fire Department Monthly Report

A written report was provided in the Council Packet. Fire Chief Joseph Hess reports that he is meeting with other fire organizations to discuss projects.

C. Public Works Monthly Report

A written report was provided in the Council Packet. Public Works Supervisor Everett Hullquist reports discovering new vandalism at the park restrooms. He was also accepted to ECFN's Water Leadership Program and just received word that he has won an annual scholarship from Cal Rural Water. Work on the Electronic Annual Report is ongoing.

D. Economic Development Report

A written report was provided in the Council Packet. City Clerk Rachel Agron restates that the Economic Development Committee convened and discussed ways to support the Fire Department in filling the available seasonal positions and directed Aaron Reimler from Rural Community Assistance Corporation to do some research.

E. City Administrator's Report

City Administrator Adam Cox provided the following verbal report:

Carolyn continues to do good work in the office.

The budget for the 2023-24 fiscal year is being written and should be ready for adoption in June. Charlie Pillon will be coming to assist the Town with the pre-audit soon, as grants are contingent on the audit.

Insurance renewals are coming due, and Adam is working on paperwork and waiting for pricing. Other agencies have been seeing 10-20% increases, especially in liability.

Staff will be scheduling demonstrations of new accounting softwares because QuickBooks isn't able to track the depreciable assets that the Town required to report to the state. Our contract with our utility billing software ends in October, and Adam notes that now is a good time to research alternatives for that software as well.

The Regional Water Quality Control Board recently approved the Town's plans for the new wastewater treatment plant (the version approved was Alternate 4, which includes a denitrification system). The Town has submitted a request for an amendment to our agreement, extending its scope to include the plans in Alternate 4. The amendment also requests additional funds that will allow the Town to complete the designs during the planning phase of the grant, allowing the construction phase to move more quickly.

Adam Cox is bringing on Sandra Malik of Sectaris Partners to help relieve his workload by working with staff. Adam will continue to manage long-term projects. Bringing Sandra onto the team will be cost-neutral, since she will be taking on some of his hours.

CONSENT CALENDAR

Items listed on the consent agenda are considered routine and may be enacted in one motion.

Any item may be removed for discussion at the request of the Council or the Public.

1. a) Approval of Minutes: Regular Meeting March 13th, 2023
- b) Ratification of Disbursements: January 1 through March 31, 2023
- c) Review Budget vs. Actual for July 1, 2022 thru March 31, 2023

Julia Collie-Mason moves to adopt the consent calendar with the amendment that two errors be corrected: that the reference to the dumpster rental be removed from Item 4, and that Julia Collie-Mason's name be removed from the second on Item 6. Mark Eayrs seconds.

AYE: Mark Eayrs, Julia Collie-Mason, Kathye Banks, Mercedes Garcia

NO: None

ABSENT: None

Motion passes.

DISCUSSION / REPORTS / CORRESPONDENCE: NON-ACTION ITEMS:

4. Adoption of New Municipal Code (Second Reading)

Kathye Banks moves to introduce by title only and waive the reading of Ordinance 2023-1. Mark Eayrs seconds.

AYE: Mark Eayrs, Julia Collie-Mason, Kathye Banks, Mercedes Garcia

NO: None

ABSENT: None

Motion passes.

Kathye Banks moves to introduce Ordinance 2023-1 for adoption. Julia Collie-Mason seconds.

AYE: Mark Eayrs, Julia Collie-Mason, Kathye Banks, Mercedes Garcia

NO: None

ABSENT: None

Motion passes. Ordinance 2023-1 will take effect after 30 days.

5. Stipend For Council Members (Second Reading)

Kathye Banks moves to introduce by title only and waive the second reading of Ordinance 2023-2. Mark Eayrs seconds.

AYE: Mark Eayrs, Julia Collie-Mason, Kathye Banks, Mercedes Garcia

NO: None

ABSENT: None

Motion passes.

Kathye Banks moves to introduce Ordinance 2023-2 for adoption. Mark Eayrs seconds.

AYE: Mark Eayrs, Julia Collie-Mason, Kathye Banks, Mercedes Garcia

NO: None

ABSENT: None

Motion passes. Ordinance 2023-2 will take effect after 30 days.

6. Placeworks Agreement

Mark Eayrs moves to adopt the Housing Element Agreement with Placeworks. Julia Collie-Mason seconds.

AYE: Mark Eayrs, Julia Collie-Mason, Kathye Banks, Mercedes Garcia

NO: None

ABSENT: None

Motion passes.

7. Horn Street Project Easement

Julia Collie-Mason moves to accept the easement on Horn Street. Mark Eayrs seconds.

AYE: Mark Eayrs, Julia Collie-Mason, Kathye Banks, Mercedes Garcia

NO: None

ABSENT: None

Motion passes.

8. Local Transportation Commission Project List
Mark Eayrs moves to adopt Resolution 1120. Julia Collie-Mason.

AYE: Mark Eayrs, Julia Collie-Mason, Kathye Banks, Mercedes Garcia
NO: None
ABSTAIN: None

Motion passes.

9. Economic Development Committee Appointment
Kathye Banks moves to appoint Pauline Cramer to serve on the Economic Development Committee.
Julia Collie-Mason seconds.

AYE: Mark Eayrs, Julia Collie-Mason, Kathye Banks, Mercedes Garcia
NO: None
ABSTAIN: None

Motion passes.

STAFF COMMENTS:

Everett Hullquist informs the Council that the County is no longer maintaining the portion of Scott River Road that falls within city limits. While the County will be crack sealing that road over the summer, they are not planning to do any work on our side of city limits. Everett reports that he met with the County's foreman, who said that if the Town crack seals that portion of road now, we can avoid having to repave it. Everett is investigating paying the County's work crew to crack seal on our side of city limits.

Adam Cox encourages residents to refer friends to serve on City Council, as holding an election would cost the Town ~\$5,000.

Kathye Banks asks Everett Hullquist why there is no City Limits sign posted on the south end of town. Staff discusses replacing and purchasing various signs.

COUNCIL MEMBER COMMENTS:

Mercedes Garcia requests that she and Adam Cox create job descriptions for Town staff one or two at a time. She requests that the next agenda include job descriptions for the custodian and Fire Department.

ADJOURNMENT: 7:56pm.

The next Fort Jones City Council Meeting is scheduled to be held on May 8, 2023 at 7:00 p.m.

Attest:

Rachel Agron, City Clerk

Approved:

Mayor Mercedes Garcia

Disbursements

Town of Fort Jones

Account QuickReport

As of April 30, 2023

Type	Date	Num	Name	Memo	Split	Amount
02-810025 - GF						
Bill Pmt -Check	04/06/2023	25965	Cascade Fire Equi...	Fire Dept. In...	2000 - Accou...	-40.00
Bill Pmt -Check	04/06/2023	25966	City of Medford Fi...	Fire Dept- FL...	2000 - Accou...	-1,120.02
Bill Pmt -Check	04/06/2023	25967	David Dunn	monthly stip...	2000 - Accou...	-350.00
Bill Pmt -Check	04/06/2023	25968	Dawn Schott	Reimbursen...	2000 - Accou...	-54.53
Bill Pmt -Check	04/06/2023	25969	E&S Engineers an...		2000 - Accou...	-689.75
Bill Pmt -Check	04/06/2023	25970	Fort Jones Lumber	5010	2000 - Accou...	-47.42
Bill Pmt -Check	04/06/2023	25971	Golden State Risk ...	Quarterly Pa...	2000 - Accou...	-16,053.28
Bill Pmt -Check	04/06/2023	25972	League of Californ...	Inv # 64331...	2000 - Accou...	-453.00
Bill Pmt -Check	04/06/2023	25973	Mace's Hideout	April LOLA ...	2000 - Accou...	-225.00
Bill Pmt -Check	04/06/2023	25974	Mt. Shasta Spring ...	Acct 136371	2000 - Accou...	-35.83
Bill Pmt -Check	04/06/2023	25975	Pacific Power	March 2023 ...	2000 - Accou...	-4,358.56
Bill Pmt -Check	04/06/2023	25976	Prentice Long	March 2023 ...	2000 - Accou...	-1,920.00
Bill Pmt -Check	04/06/2023	25977	Quad-B Systems	Invoice 10149	2000 - Accou...	-847.45
Bill Pmt -Check	04/06/2023	25978	Scott Valley Dispo...	March billin...	2000 - Accou...	-860.00
Bill Pmt -Check	04/06/2023	25979	Sectaris Partners	City Admin ...	2000 - Accou...	-3,000.00
Bill Pmt -Check	04/06/2023	25980	Technology Reflec...	Web Service...	2000 - Accou...	-1,384.40
Bill Pmt -Check	04/06/2023	25981	US Bank Equipme...	Invoice num...	2000 - Accou...	-432.27
Bill Pmt -Check	04/06/2023	25982	Verizon Wireless	Cell phones ...	2000 - Accou...	-120.10
Paycheck	04/14/2023	25983	Andrew, Juliusson		-SPLIT-	-207.79
Paycheck	04/14/2023	25984	Arrwood, Teresa		-SPLIT-	-70.19
Paycheck	04/14/2023	25985	Barnes, David		-SPLIT-	-46.18
Paycheck	04/14/2023	25986	Buker*, Breanna		-SPLIT-	-151.45
Paycheck	04/14/2023	25987	Font*, Ron		-SPLIT-	-124.67
Paycheck	04/14/2023	25988	Hess*, Joseph		-SPLIT-	-1,017.69
Paycheck	04/14/2023	25989	Hess*, Samantha F		-SPLIT-	-84.97
Paycheck	04/14/2023	25990	Kraemer, True		-SPLIT-	-32.32
Paycheck	04/14/2023	25991	Leiferman*, Bradley		-SPLIT-	-32.32
Paycheck	04/14/2023	25992	Mason*, Julia		-SPLIT-	-146.85
Paycheck	04/14/2023	25993	Schott*, Dawn		-SPLIT-	-380.47
Paycheck	04/14/2023	25994	Varga*, Alex		-SPLIT-	-269.66
Paycheck	04/14/2023	25996	Wear, John		-SPLIT-	-95.12
Paycheck	04/14/2023	25997	Wedgley, Shannon		-SPLIT-	-120.98
Paycheck	04/14/2023	25995	Wailles, Dustin R		-SPLIT-	-168.08
Paycheck	04/14/2023	25998	Agron, Rachel		-SPLIT-	-1,534.95
Paycheck	04/14/2023	26000	Hess, Samantha F		-SPLIT-	-335.78
Paycheck	04/14/2023	26001	Hoefer, Carolin B		-SPLIT-	-844.89
Paycheck	04/14/2023	26002	Hullquist*, Kevin		-SPLIT-	-1,170.17
Paycheck	04/14/2023	26003	Hullquist, Everett		-SPLIT-	-1,973.18
Paycheck	04/14/2023	26004	McFall, Celeste J		-SPLIT-	-242.35
Paycheck	04/14/2023	26005	Nobles, Suzanne		-SPLIT-	-397.88
Paycheck	04/14/2023	26006	Whitworth, Barbar...		-SPLIT-	-202.09
Paycheck	04/14/2023	25999	Hess, Joseph E		-SPLIT-	-1,025.81
Bill Pmt -Check	04/14/2023	26007	Carolyn Hoefer	City Hall bat...	2000 - Accou...	-39.98
Bill Pmt -Check	04/14/2023	26008	Golden State Risk ...	EB000756	2000 - Accou...	-779.00
Bill Pmt -Check	04/14/2023	26009	Michelle DeCaus...	Reimburse f...	2000 - Accou...	-305.90
Bill Pmt -Check	04/14/2023	26010	Rachel Agron*	Reimburse f...	2000 - Accou...	-30.00
Bill Pmt -Check	04/14/2023	26011	Siskiyou County E...	Invoice - Ap...	2000 - Accou...	-416.67
Bill Pmt -Check	04/14/2023	26012	Siskiyou Telephone	Mar billing	2000 - Accou...	-807.69
Bill Pmt -Check	04/14/2023	26013	Valley Pacific Petr...	Account: C3...	2000 - Accou...	-738.48
Liability Check	04/14/2023		QuickBooks Payro...	Created by P...	-SPLIT-	-3,316.31
Bill Pmt -Check	04/27/2023	26024	AT&T	FD iPads	2000 - Accou...	-281.68
Bill Pmt -Check	04/27/2023	26025	Basic Laboratory	Invoice 2303...	2000 - Accou...	-208.48
Bill Pmt -Check	04/27/2023	26026	City of Etna*	Law Enforce...	2000 - Accou...	-83,653.00
Bill Pmt -Check	04/27/2023	26027	Mean Gene's Gas	Invoice 1554...	2000 - Accou...	-717.29
Bill Pmt -Check	04/27/2023	26028	SHN Consulting E...	Invoice 1168...	2000 - Accou...	-371.25
Bill Pmt -Check	04/27/2023	26029	Us Bank Corporat...	statement da...	2000 - Accou...	-1,732.42
Bill Pmt -Check	04/27/2023	26030	Valley Pacific Petr...	Account: C3...	2000 - Accou...	-373.85
Paycheck	04/28/2023	26014	Garcia, Mercedes M		-SPLIT-	-166.23
Paycheck	04/28/2023	26015	Agron, Rachel		-SPLIT-	-1,456.85

2:03 PM

05/02/23

Accrual Basis

Town of Fort Jones

Account QuickReport

As of April 30, 2023

Type	Date	Num	Name	Memo	Split	Amount
Paycheck	04/28/2023	26017	Hess, Samantha F		-SPLIT-	-419.11
Paycheck	04/28/2023	26018	Hoefer, Carolin B		-SPLIT-	-851.56
Paycheck	04/28/2023	26019	Hullquist*, Kevin		-SPLIT-	-1,170.17
Paycheck	04/28/2023	26020	Hullquist, Everett		-SPLIT-	-1,931.92
Paycheck	04/28/2023	26021	McFall, Celeste J		-SPLIT-	-316.46
Paycheck	04/28/2023	26023	Whitworth, Barbar...		-SPLIT-	-157.00
Paycheck	04/28/2023	26016	Hess, Joseph E		-SPLIT-	-1,025.82
Paycheck	04/28/2023	26022	Nobles, Suzanne		-SPLIT-	-397.90
Liability Check	04/28/2023		QuickBooks Payro...	Created by P...	-SPLIT-	-2,483.73
Total 02-810025 - GF						-146,816.20
TOTAL						-146,816.20

Year To Date Budget Vs. Actual

	Jul '22 - Apr 23	Budget	\$ Over Budget	% of Budget
Income				
II - General Government Income				
4099 - Property Taxes				
Slater Fire Prop Tax	342.00			
4100 - Secured Current	100,127.51	106,666.66	-6,539.15	93.87%
4101 - Unsecured Current	4,294.03	3,333.34	960.69	128.82%
4102 - Unsecured Delinquent	30.86			
4106- Supp Int	2.62			
4108- Supp Del	145.13			
4507 - Homeowner Alloc	1,123.41	1,000.00	123.41	112.34%
4508 - VLF Net	54,999.60	54,166.66	832.94	101.54%
4512 - Off Highway Vehicle Tax	0.00	916.66	-916.66	0.0%
4514- Unsec Interest	2.62			
4516- Sup Current	1,661.89	1,000.00	661.89	166.19%
4518 - CA Fish& Game PILT	0.00	66.66	-66.66	0.0%
Total 4099 - Property Taxes	162,729.67	167,149.98	-4,420.31	97.36%
4111 - Sales Tax	220,689.39	241,666.66	-20,977.27	91.32%
4214 - Land Use	100.00	125.00	-25.00	80.0%
4215e - Tax Allocation - Parks	0.00	102,083.34	-102,083.34	0.0%
4216 - Franchises	7,720.14	6,250.00	1,470.14	123.52%
4218 - Business License	6,253.03	5,000.00	1,253.03	125.06%
4301- Fees Booking	0.00	33.34	-33.34	0.0%
4302- Fees Collection Cost	-15.53	-37.50	21.97	41.41%
4303 - Vehicle Fees	51.75	83.34	-31.59	62.1%
4400 - Rent	5,575.00	3,333.34	2,241.66	167.25%
4410 - Interest General Fund	17.38			
4730 - Miscellaneous	521.09	25.00	496.09	2,084.36%
Transfer In - Admin	0.00	339,800.84	-339,800.84	0.0%
Transfer Out - Tax Allocation	0.00	408,333.34	-408,333.34	0.0%
Total II - General Government Income	403,641.92	1,273,846.68	-870,204.76	31.69%
21 - Public Safety Income				
2a - Law Enforcement				
4111- Growth Alloc	127.21	41,666.66	-41,539.45	0.31%
4112 - COPS Allocation	159,736.14	83,333.34	76,402.80	191.68%
4116 - Prop172	4,084.17	1,041.66	3,042.51	392.08%
4117 - Tax Allocation - Law Enf	0.00	61,250.00	-61,250.00	0.0%
Animal Control				
4230 - Dog Licenses	280.00			
Total Animal Control	280.00			
Total 2a - Law Enforcement	164,227.52	187,291.66	-23,064.14	87.69%
2b - Fire Protection				
4740 - Fire Dept.	12,852.01	2,000.00	10,852.01	642.6%
4741 - Tax Allocation - Fire	0.00	102,083.34	-102,083.34	0.0%
4750 - Strike Team Income	145,152.88	291,666.66	-146,513.78	49.77%

Total 2b - Fire Protection	158,004.89	395,750.00	-237,745.11	39.93%
Total 2I - Public Safety Income	322,232.41	583,041.66	-260,809.25	55.27%
3I - Public Works Income				
3a - Streets Income				
4499 - Gas Tax 2103	4,709.92	4,166.66	543.26	113.04%
4500 - Gas Tax 2106	6,612.80	5,000.00	1,612.80	132.26%
4501 - Gas Tax 2107	4,506.85	3,333.34	1,173.51	135.21%
4502 - Gas Tax 2107.5	1,000.00	833.34	166.66	120.0%
4503 - Gas Tax 2105	3,323.07	3,333.34	-10.27	99.69%
4530 - Local Transportation	8,795.55	3,333.34	5,462.21	263.87%
4534-Prop 42 TCRF	0.00	666.66	-666.66	0.0%
4538-Vehicle License Fee	711.21	333.34	377.87	213.36%
4540 - Tax Allocation - Roads	0.00	61,250.00	-61,250.00	0.0%
SB1	7,659.23	5,833.34	1,825.89	131.3%
Total 3a - Streets Income	37,318.63	88,083.36	-50,764.73	42.37%
3b - Sewer Income				
4210 - Tax Allocation - Sewer	0.00	61,250.00	-61,250.00	0.0%
4212 - Sewer Revenue	108,456.93	60,000.00	48,456.93	180.76%
4213 - Connections & Fees	7,500.00	416.66	7,083.34	1,800.03%
3b - Sewer Income - Other	4,549.92			
Total 3b - Sewer Income	120,506.85	121,666.66	-1,159.81	99.05%
3c - Water Income				
4810 - Water Revenue	126,899.58	116,666.66	10,232.92	108.77%
4812 - Bulk Water Sales	415.00			
4815 - Tax Allocation - Water	0.00	20,416.66	-20,416.66	0.0%
4820 - Water Interest	37.67			
4830 - Water Connections	500.00	250.00	250.00	200.0%
4840 - Gretchen Acres Assess	2,751.38	2,500.00	251.38	110.06%
3c - Water Income - Other	6,457.64			
Total 3c - Water Income	137,061.27	139,833.32	-2,772.05	98.02%
Total 3I - Public Works Income	294,886.75	349,583.34	-54,696.59	84.35%
5I - American Rescue Plan Act				
4915 - ARPA Income	83,712.28			
Total 5I - American Rescue Plan Act	83,712.28			
4900 - CBDG Interest	10,346.89			
4901 - SCORE Reimbursement	1,872.00			
4903 - Library Reimbursement	9,686.35	7,083.34	2,603.01	136.75%
4904 - SWRCB Reimbursemernt	15,220.00			
4911 Coronavirus Relief Fund	-514.80			
4950-Housing Interest	1,826.00			
Housing Interest	17,006.02			
Total Income	1,159,915.82	2,213,555.02	-1,053,639.20	52.4%
Gross Profit	1,159,915.82	2,213,555.02	-1,053,639.20	52.4%
Expense				
1E- General Government Expense				
2285 - IT Services	12,808.54	10,833.34	1,975.20	118.23%

5100- Council/Election	1,261.59	3,333.34	-2,071.75	37.85%
5110- Mayor Payroll	1,980.00	2,083.34	-103.34	95.04%
5210- Clerk Payroll	3,500.00	3,000.00	500.00	116.67%
5220- Supp\USPO\Petty	4,352.65	3,333.34	1,019.31	130.58%
5400 - Professional Fees				
5401 - Legal Fees	22,835.05	29,695.84	-6,860.79	76.9%
5402 - Accounting Fees	8,358.75	9,166.66	-807.91	91.19%
5403 - Consulting Fees	65,843.95	62,500.00	3,343.95	105.35%
5404 - Engineering Fees - Annex	0.00	26,250.00	-26,250.00	0.0%
5405 - Reimbursed Expenses	2,001.20	2,500.00	-498.80	80.05%
Total 5400 - Professional Fees	99,038.95	130,112.50	-31,073.55	76.12%
5500- Planning				
5502 - City Promotion	4,501.63	8,333.34	-3,831.71	54.02%
5501 - Economic Development	3,750.03	5,666.66	-1,916.63	66.18%
5500- Planning - Other	1,000.00	416.66	583.34	240.0%
Total 5500- Planning	9,251.66	14,416.66	-5,165.00	64.17%
5550- Library Payroll	8,468.00	7,000.00	1,468.00	120.97%
5555 - Admin Payroll	57,634.49	88,968.34	-31,333.85	64.78%
5600- Misc.	2,238.86	333.34	1,905.52	671.65%
5700- Publication	0.00	416.66	-416.66	0.0%
5705 - Dues and Subscriptions	1,914.00	833.34	1,080.66	229.68%
6205- Health Insurance	11,807.86	14,166.66	-2,358.80	83.35%
6300- Insurance				
6204- Workers Compensation	6,395.42	9,083.34	-2,687.92	70.41%
6303- Liability Insurance	3,578.97	3,860.84	-281.87	92.7%
6304 -Property Insurance	0.00	1,685.84	-1,685.84	0.0%
6305 - Crime Insurance	29.45	125.00	-95.55	23.56%
6300- Insurance - Other	0.00	1,333.34	-1,333.34	0.0%
Total 6300- Insurance	10,003.84	16,088.36	-6,084.52	62.18%
6301- Insurance Expense	0.00	208.34	-208.34	0.0%
6400- Property Tax	341.90	800.00	-458.10	42.74%
6406- 98 Bank Charge	558.00			
9150-City Hall Expenses				
1-012 - City Hall Power	3,718.10	4,041.66	-323.56	91.99%
133000- City Hall water	303.74	250.00	53.74	121.5%
2281- City Hall Phone	0.00	1,666.66	-1,666.66	0.0%
6601-Library Expense	0.00	416.66	-416.66	0.0%
9154 - Disposal 2 yd Bin	1,544.00	2,500.00	-956.00	61.76%
9155 - Equipment Finance	3,323.43	3,000.00	323.43	110.78%
9150-City Hall Expenses - Other	563.85			
Total 9150-City Hall Expenses	9,453.12	11,874.98	-2,421.86	79.61%
9152- Propane	11,775.09	10,000.00	1,775.09	117.75%
1E- General Government Expense - Other	1,607.64			
Total 1E- General Government Expense	247,996.19	317,802.54	-69,806.35	78.04%
2E- Public Safety Expense				
2EA- Law Enforcement Expense				

7120 - Admin Allocation - Law E	0.00	33,980.00	-33,980.00	0.0%
7125 - Law Enforcement Services	158,181.00	124,213.34	33,967.66	127.35%
7135- Police Maintenance	4,000.00	6,666.66	-2,666.66	60.0%
7145- Dispatch	5,125.00	8,541.66	-3,416.66	60.0%
7181 - Law Enforcement Phones	1,656.85	2,000.00	-343.15	82.84%
2EA- Law Enforcement Expense - Other	33.68			
Total 2EA- Law Enforcement Expense	168,996.53	175,401.66	-6,405.13	96.35%
2EB- Fire Department Expense				
7515 - FD Sleeper Grocery	1,035.79			
7532 - FF Training	1,399.00	1,250.00	149.00	111.92%
Crime Insurance	53.52			
7550 - Misc Expense _ Fire Dept	3,639.19	250.00	3,389.19	1,455.68%
6310- Property Insurance	741.01	1,333.34	-592.33	55.58%
7500 - Admin Allocation - Fire	0.00	84,950.00	-84,950.00	0.0%
7505 - Liability Insurance	3,932.38	4,500.00	-567.62	87.39%
7506 - Work Comp Insurance	7,032.72	16,666.66	-9,633.94	42.2%
7507 - Auto Insurance	5,346.85	13,333.34	-7,986.49	40.1%
7510- Fire Dept Payroll	26,230.82	25,833.34	397.48	101.54%
7511- Firefighter Physicals	0.00	83.34	-83.34	0.0%
7512 - Live Scan	0.00	166.66	-166.66	0.0%
7513 - Calls & Meetings	12,049.62	7,500.00	4,549.62	160.66%
7520- Fire Dept Supl & Mtnce	45,169.56	19,166.66	26,002.90	235.67%
7525- Pub Safety Fuel & Oil	10,539.35	7,500.00	3,039.35	140.53%
7540- Fire Dept. Utilities				
1-001- Fire Dept. Power Bill	3,620.85	3,333.34	287.51	108.63%
2261- Fire Dept. Phone	3,783.92	3,583.34	200.58	105.6%
2262 - Disposal	1,544.00	833.34	710.66	185.28%
7541- Propane	524.21	166.66	357.55	314.54%
Total 7540- Fire Dept. Utilities	9,472.98	7,916.68	1,556.30	119.66%
2EB- Fire Department Expense - Other	1,465.40			
Total 2EB- Fire Department Expense	128,108.19	190,450.02	-62,341.83	67.27%
2EC - Strike Team Expenses				
7514 Seasonal FF Payroll	24,900.00	18,450.00	6,450.00	134.96%
Crime Insurance	53.52			
6311 - Property Insurance	743.19			
7502 - Auto Insurance	5,346.85			
7505b - Liability Insurance	3,932.09			
7506b - Workers Comp Ins	7,032.72			
7513 Fleet Maintenance - Strike	19,938.76	20,000.00	-61.24	99.69%
7515 - Strike Team Payroll	64,878.03	140,000.00	-75,121.97	46.34%
Total 2EC - Strike Team Expenses	126,825.16	178,450.00	-51,624.84	71.07%
Total 2E- Public Safety Expense	423,929.88	544,301.68	-120,371.80	77.89%
3E- Public Works Expense				
3EA- Streets				
8505 - Clothes Allowance	0.00	20.84	-20.84	0.0%
Crime Insurance	6.58			

1-000 - Street Lights				
02 HPSV Lights	436.76	500.00	-63.24	87.35%
02 HPSV Metal Lights	206.65	83.34	123.31	247.96%
10 HPSV Wood Lights	2,706.06	2,916.66	-210.60	92.78%
11 HPSV Lights	1,136.43	416.66	719.77	272.75%
72 HPSV Lights	9,118.34	10,000.00	-881.66	91.18%
Total 1-000 - Street Lights	13,604.24	13,916.66	-312.42	97.76%
6306- Property Insurance	0.00	333.34	-333.34	0.0%
8110 - Admin Allocation - Stree	0.00	50,970.00	-50,970.00	0.0%
8120- Street Mtnce/Utilities				
1-005 - Barn Power	1,585.42	1,666.66	-81.24	95.13%
1-006 Barn Maintenance	786.62			
1-007 - Phone Bill	865.74	1,000.00	-134.26	86.57%
8121- Street Maintenance				
8126- LTC	0.00	83.34	-83.34	0.0%
8127- STIP Project - Consulting	3,482.75			
8121- Street Maintenance - Other	1,261.47			
Total 8121- Street Maintenance	4,744.22	83.34	4,660.88	5,692.61%
8120- Street Mtnce/Utilities - Other	98.00			
Total 8120- Street Mtnce/Utilities	8,080.00	2,750.00	5,330.00	293.82%
8130- Equipment Maintenance				
8131- Fuel & Oil	0.00	1,666.66	-1,666.66	0.0%
8132- Repairs	0.00	1,666.66	-1,666.66	0.0%
8133- Parts & Supplies	4,322.13	416.66	3,905.47	1,037.33%
8135- Roads	0.00	833.34	-833.34	0.0%
Total 8130- Equipment Maintenance	4,322.13	4,583.32	-261.19	94.3%
8136 -Auto Insurance	0.00	500.00	-500.00	0.0%
8137- Mobile Equip	148.45			
8199- Road Payroll	14,056.00	8,883.34	5,172.66	158.23%
8200- Major Street Const.	1,431.75			
8250 - Street Engineering	0.00	833.34	-833.34	0.0%
8509 - Liability Insurance	414.34	666.66	-252.32	62.15%
8511 - Work Comp Insurance	764.44	1,250.00	-485.56	61.16%
Total 3EA- Streets	42,827.93	84,707.50	-41,879.57	50.56%
Total 3E- Public Works Expense	42,827.93	84,707.50	-41,879.57	50.56%
3EB- Sewer Expense				
8545 - Clothes Allowance	0.00	20.84	-20.84	0.0%
Crime Insurance	4.58			
6308-Property Insurance	983.86	541.66	442.20	181.64%
8505 - Admin Allocation - Sewe	0.00	70,293.34	-70,293.34	0.0%
8510- Sewer Payroll	8,375.00	13,650.00	-5,275.00	61.36%
8520- Sewer Expenses				
1-015 - Sewer Power bill	275.13	166.66	108.47	165.09%
1-019 bbp sewer	145.47	250.00	-104.53	58.19%
8521- Sewer Rep & Mtnce	1,017.09	1,666.66	-649.57	61.03%
8527 Fuel-Oil	0.00	416.66	-416.66	0.0%

8553- Auro Insurance	631.76	541.66	90.10	116.63%
Total 8520- Sewer Expenses	2,069.45	3,041.64	-972.19	68.04%
8522 - Waste Water Monitoring	8,727.24	4,166.66	4,560.58	209.45%
8530- Sewer Supplies	34.67	833.34	-798.67	4.16%
8535-Office	375.00			
8540- State Fees	28,140.00	17,500.00	10,640.00	160.8%
8549- Mobile Equip.	148.45	83.34	65.11	178.13%
8550 - Liability Insurance	552.81	666.66	-113.85	82.92%
8551 - Work Comp Insurance	1,019.91	1,666.66	-646.75	61.2%
8552 - Training	280.00	250.00	30.00	112.0%
Sewer Testing	304.51	1,666.66	-1,362.15	18.27%
Total 3EB- Sewer Expense	51,015.48	114,380.80	-63,365.32	44.6%
3EC- Water Expense				
8618 - Clothes Allowance	0.00	20.84	-20.84	0.0%
Crime Insurance	4.58			
6307-Property Insurance	3,453.90	1,416.66	2,037.24	243.81%
8605 - Allocate Admin - Water	0.00	67,960.00	-67,960.00	0.0%
8609- Water Training	4,240.69	416.66	3,824.03	1,017.78%
8610- Water Parts & Supplies	3,781.95	833.34	2,948.61	453.83%
8612- Water Office & Postage	4,156.27	4,166.66	-10.39	99.75%
8615- Water Payroll	52,749.50	16,033.34	36,716.16	329.0%
8620- Water Repairs & Mtnc	22,307.57	4,166.66	18,140.91	535.38%
8623- Mobile Equip.	148.45	125.00	23.45	118.76%
8624 - Auto Insurance	631.76	541.70	90.06	116.63%
8625- Water Liability Ins	691.59	666.66	24.93	103.74%
8626 - Work Comp	1,275.25	2,500.00	-1,224.75	51.01%
8627 - Fuel-Oil	4,217.23			
8630- Water Fees & Testing	4,143.55	3,333.34	810.21	124.31%
8640- Water Utilities				
1-000 - Water Power				
New Pump	10,869.23	11,666.66	-797.43	93.17%
Old pump	576.31	833.34	-257.03	69.16%
Total 1-000 - Water Power	11,445.54	12,500.00	-1,054.46	91.56%
1-001 - Water Phones				
468-2598	2,280.45	2,083.34	197.11	109.46%
468-5864	714.93	750.00	-35.07	95.32%
Cell	1,239.89			
Total 1-001 - Water Phones	4,235.27	2,833.34	1,401.93	149.48%
Total 8640- Water Utilities	15,680.81	15,333.34	347.47	102.27%
8650- Water Engineering	28,442.50			
8660- Water Interest				
8632 - Revenue Bond Interest	5,527.50	6,750.00	-1,222.50	81.89%
Total 8660- Water Interest	5,527.50	6,750.00	-1,222.50	81.89%
3EC- Water Expense - Other	4,232.70			
Total 3EC- Water Expense	155,685.80	124,264.20	31,421.60	125.29%
3EG -8690 -Water Planning Grant	592.50			

4E- Parks & Recreation Expense				
9151- City Hall Maintenance	16,115.04	5,000.00	11,115.04	322.3%
9115 - Clothes Allowance	0.00	20.84	-20.84	0.0%
Crime Insurance	4.58			
9116 - Janitorial Payroll	6,441.30	4,355.00	2,086.30	147.91%
02 Admin Allocation - Parks	0.00	33,980.00	-33,980.00	0.0%
03 Parks & Recreation Grants				
2020 Per Capita - Scout Hall	11,654.12			
2020 Per Capita - LLP				
Improvements	28,445.29			
LLP Project Payroll	4,823.50			
2020 Per Capita - LLP - Other	2,979.00			
Total 2020 Per Capita - LLP	<u>36,247.79</u>			
Total 03 Parks & Recreation Grants	47,901.91			
6305- Property Ins Parks				
9104- Mobile Equip.	148.45			
6305- Property Ins Parks - Other	3,950.69	2,083.34	1,867.35	189.63%
Total 6305- Property Ins Parks	<u>4,099.14</u>	<u>2,083.34</u>	<u>2,015.80</u>	<u>196.76%</u>
9105- Auto Insurance	631.76	583.34	48.42	108.3%
9106 - Work Comp Parks	2,041.70	2,500.00	-458.30	81.67%
9107 - Liability Ins Parks	1,108.17	1,666.66	-558.49	66.49%
9108 - L.L. Park	4,632.95			
9109- Parks Payroll	12,792.50	24,266.66	-11,474.16	52.72%
9110 - Park Expense	0.00	1,666.66	-1,666.66	0.0%
9130- Ball Park Expenses				
1-002 - LLP Snack	313.51	166.66	146.85	188.11%
1-013 - BBP lights	1,489.69	2,083.34	-593.65	71.51%
1-014 - LLP lights	149.76	250.00	-100.24	59.9%
1-017 - BBP pump	164.20			
9131- Maintenance & Supplies	3,312.95	4,166.66	-853.71	79.51%
9130- Ball Park Expenses - Other	0.00	166.66	-166.66	0.0%
Total 9130- Ball Park Expenses	<u>5,430.11</u>	<u>6,833.32</u>	<u>-1,403.21</u>	<u>79.47%</u>
9140- Scout Hall Expenses				
1-006 - Scout Hall Power	720.01	458.34	261.67	157.09%
9141- Scout Hall Repairs	3,971.04			
Total 9140- Scout Hall Expenses	<u>4,691.05</u>	<u>458.34</u>	<u>4,232.71</u>	<u>1,023.49%</u>
9160- Museum Expenses				
1-004 - Museum Electricity	659.55	833.34	-173.79	79.15%
1-XXX - Museum Monitor Fuel	5,676.96	1,666.66	4,010.30	340.62%
5568- Museum Phone	866.94	1,250.00	-383.06	69.36%
Total 9160- Museum Expenses	<u>7,203.45</u>	<u>3,750.00</u>	<u>3,453.45</u>	<u>192.09%</u>
4E- Parks & Recreation Expense - Other	648.29			
Total 4E- Parks & Recreation Expense	<u>113,741.95</u>	<u>87,164.16</u>	<u>26,577.79</u>	<u>130.49%</u>
4EF - Sewer Grant	19,478.30			
5E - American Rescue Plan				
6.1 - Government Expense	<u>48,338.83</u>			

Total 5E - American Rescue Plan	48,338.83			
6504- Payroll Taxes				
Federal Unemployment	1,318.60			
6506- FICA	21,862.19	25,789.16	-3,926.97	84.77%
6508- Medicare	5,112.93	9,263.34	-4,150.41	55.2%
6512- SUI	8,023.21	6,933.34	1,089.87	115.72%
6516 - ETT	0.00	8.34	-8.34	0.0%
6504- Payroll Taxes - Other	559.98			
Total 6504- Payroll Taxes	36,876.91	41,994.18	-5,117.27	87.81%
9700- CBDG Const Housing				
Gen Adm & Program Delivery	7,082.15			
Housing Loans				
Gomez	897.86			
Total Housing Loans	897.86			
Total 9700- CBDG Const Housing	7,980.01			
Payroll Expenses	-71.49	2,083.34	-2,154.83	-3.43%
Reconciliation Discrepancies	-457.00			
Uncategorized Expenses	0.00			
Total Expense	1,147,935.29	1,316,698.40	-168,763.11	87.18%
Net Income	11,980.53	896,856.62	-884,876.09	1.34%

DISCUSSION / REPORTS

ACTION ITEMS



THE TOWN OF FORT JONES

TO: FORT JONES CITY COUNCIL

MEETING DATE: May 8, 2023

FROM: RACHEL AGRON

SUBJECT: CalWARN

BACKGROUND

The attached document is a Mutual Aid Agreement with the California Water/Wastewater Agency Response Network (CalWARN). In the event of a natural disaster, member utility providers can request emergency assistance and equipment from CalWARN's network. Likewise, CalWARN members are free to lend equipment and personnel to other members during emergencies. Entering into this agreement does not create any obligation on the part of the Town to loan out its resources. Participation in any resource sharing program would remain at the Town's discretion.

Membership in CalWARN is free. However, the Town will be charged for any services that it chooses to request. If the Town does not request disaster assistance, the Town will not be charged.

RECOMMENDATION

Since providing clean drinking water to residents is a top priority for the Town of Fort Jones, staff recommends that the Council enter into the attached Mutual Aid Agreement with CalWARN.

1 Health, or associations, who are members of the Regional or State Steering Committees
2 and do not officially sign the WARN agreement.

- 3
- 4 E. **Confidential Information** - Any document shared with any signatory to this Agreement that
5 is marked confidential, including but not limited to any map, report, notes, papers, opinion,
6 or e-mail which relates to the system vulnerabilities of a Member or Associate Member.
7
- 8 F. **Non-Responding Member** - A Member that does not provide assistance during a Period of
9 Assistance under the Mutual Aid and Assistance Program.
- 10
- 11 G. **Requesting Member** – A Member who requests assistance under the Mutual Aid and
12 Assistance Program.
- 13
- 14 H. **Responding Member** – A Member that responds to a request for assistance under the
15 Mutual Aid and Assistance Program.
- 16
- 17 I. **Period of Assistance** – A specified period of time when a Responding Member assists a
18 Requesting Member. The period commences when personnel, equipment, or supplies
19 depart from Responding Member's facility and ends when the resources return to their
20 facility (portal to portal). All protections identified in the Agreement apply during this period.
21 The specified Period of Assistance may occur during response to or recovery from an
22 Emergency.
- 23
- 24 J. **National Incident Management System (NIMS)** - A national, standardized approach to
25 incident management and response that sets uniform processes and procedures for
26 emergency response operations.
- 27
- 28 K. **Standardized Emergency Management System (SEMS)** - A standardized approach to
29 field command and jurisdictional management and response set forth by State of California
30 Code of Regulations for multi-agency or multi-jurisdictional response to an emergency.
31

32

33 **ARTICLE III.**
34 **ADMINISTRATION**
35

36 The administration of the Water/Wastewater Agency Response Network (WARN) will be
37 through WARN Regional Steering Committees (RSC) and the WARN State Steering Committee
38 (SSC).
39

40 The WARN RSCs will be established by representatives from the Members in that region. A
41 chair and co-chair will be elected and act as administrators for that region. The chair will
42 represent the region on the WARN SSC. Each WARN RSC will sponsor an annual meeting for
43 Members, maintain a data base of all water and wastewater utilities who have signed this
44 Agreement, and meet as a committee to address concerns and procedures for requesting
45 mutual assistance in that region. The regions will be comprised of one or more of the six Office
46 of Emergency Services (OES) mutual aid regions.
47

48 The WARN SSC will include the chairs of the regional steering committees, and a
49 representative from the California Department of Public Health (CDPH), California Utilities
50 Emergency Association (CUEA), Department of Water Resources (DWR), the American Water
51 Works Association (AWWA) Emergency Planning Committee, California Rural Water

1 Association (CRWA) and California Sanitation Risk Management Authority (CSRMA). The SSC
2 will identify a Chair for the purpose of leading the SSC and act as a point of contact for the
3 WARN SSC. At a minimum, the WARN SSC will meet annually and issue a list of participating
4 utilities. The database will be maintained on the WARN website, managed by a volunteer
5 Member, as appointed by the SSC.
6
7

8 **ARTICLE IV.**
9 **PROCEDURES**
10

- 11 A. In coordination with the Regional Steering Committees, emergency management and public
12 health system of the state, the State Steering Committee shall develop operational and
13 planning procedures for the Mutual Aid and Assistance Program. These procedures shall
14 be consistent with the Standardized Emergency Management System (SEMS) and the
15 National Incident Management System (NIMS), reviewed at least annually and updated as
16 needed by the State Steering Committee.
17
18 B. Requests for emergency assistance under this Agreement shall be directed to the
19 appropriate Authorized Official(s) from the list of Members.
20
21 C. Consistent with SEMS, when more than one County is impacted by a disaster, requests for
22 mutual assistance under this Agreement may be channeled through the CUEA Utility
23 Operation Center to ensure maximum effectiveness in allocating resources to the highest
24 priority needs.
25
26

27 **ARTICLE V.**
28 **REQUESTS FOR ASSISTANCE**
29

30 In general, assistance will be in the form of resources, such as equipment, supplies, and
31 personnel. Assistance shall be given only when Responding Member determines that its own
32 needs can be met while rendering assistance. The execution of this Agreement shall not create
33 any duty to respond on the part of any party hereto. A potential Responding Member shall not
34 be held liable for failing to provide assistance. A potential Responding Member has the
35 absolute discretion to decline to provide any requested assistance.
36

- 37 A. **Member Responsibility** - Members shall identify an Authorized Official and alternates;
38 provide contact information including 24-hour access; and maintain resource information
39 made available by the utility for mutual aid and assistance response, as allowed by utility
40 policy. Such information shall be updated annually or as changes occur (whichever is
41 sooner), provided to the State Steering Committee, and uploaded into the statewide
42 database.
43
44 B. **Member Request** - In the event of an Emergency, a Member's Authorized Official may
45 request mutual aid and assistance from a participating Member. Requests for assistance
46 can be made orally or in writing. When made orally, the request for personnel, equipment,
47 and supplies shall also be prepared in writing and submitted to the participating Member as
48 soon as practicable. Requests for assistance shall be directed to the Authorized Official of
49 the participating Member. Specific protocols for requesting aid shall be provided in the
50 procedures developed under Article IV.
51

- 1 C. **Response to a Request for Assistance** – Members are not obligated to respond to a
2 request. After a Member receives a request for assistance, the Authorized Official evaluates
3 whether or not to respond, whether resources are available to respond, or if other
4 circumstances would hinder response. Following the evaluation, the Authorized
5 Representative shall inform, as soon as possible, the Requesting Member whether it will
6 respond. If the Member is willing and able to provide assistance, the Member shall inform
7 the Requesting Member about the type of available resources and the approximate arrival
8 time of such assistance.
9
- 10 D. **Discretion of Responding Member's Authorized Official** – Execution of this Agreement
11 does not create any duty to respond to a request for assistance. When a Member receives
12 a request for assistance, the Authorized Official shall have sole and absolute discretion as to
13 whether or not to respond, or the availability of resources to be used in such response. An
14 Authorized Member's decisions on the availability of resources shall be final.
15
16

17 **ARTICLE VI.**
18 **RESPONSE COORDINATION**
19

20 When providing assistance under this Agreement, the Requesting Member and Responding
21 Member shall be organized and shall function under the Standard Emergency Management
22 System and National Incident Management System protocols and procedures.
23

- 24 A. **Personnel** – Responding Member retains right to identify the employees who are willing
25 to participate and the resources that are available.
26
- 27 B. **Control** – While employees so provided may be under the supervision of the
28 Responding Member, the Responding Member's employees come under the direction
29 and control of the Requesting Member, consistent with the NIMS Incident Command
30 System to address the needs identified by the Requesting Member. The Requesting
31 Member's Authorized Official shall coordinate response activities with the designated
32 supervisor(s) of the Responding Member(s). Whenever practical, Responding
33 Member personnel must be self sufficient for up to 72 hours. The Responding Member's
34 designated supervisor(s) must keep accurate records of work performed by personnel
35 during the specified Period of Assistance.
36
- 37 C. **Food and Shelter** – When possible, the Requesting Member shall supply reasonable food
38 and shelter for Responding Member personnel. If the Requesting Member is unable to
39 provide food and shelter for Responding Member personnel, the Responding Member's
40 designated supervisor is authorized to secure the resources necessary to meet the needs of
41 its personnel. Except as provided below, the cost for such resources must not exceed the
42 State per diem rates for that area. To the extent Food and Shelter costs exceed the State
43 per diem rates for the area, the Responding Member must demonstrate that the additional
44 costs were reasonable and necessary under the circumstances. Unless otherwise agreed
45 to in writing, the Requesting Member remains responsible for reimbursing the Responding
46 Member for all reasonable and necessary costs associated with providing food and shelter,
47 if such resources are not provided.
48
- 49 D. **Communication** – The Requesting Member shall provide Responding Member personnel
50 with radio equipment as available, or radio frequency information to program existing radio,
51 in order to facilitate communications with local responders and utility personnel.

- 1
2 E. **Status** - Unless otherwise provided by law, the Responding Member's officers and
3 employees retain the same privileges, immunities, rights, duties and benefits as provided in
4 their respective jurisdictions.
5
6 F. **Licenses and Permits** – To the extent permitted by law, Responding Member personnel
7 who hold licenses, certificates, or permits evidencing professional, mechanical, or other
8 skills shall be allowed to carry out activities and tasks relevant and related to their respective
9 credentials during the specified Period of Assistance.
10
11 G. **Right to Withdraw Resources** - The Responding Member's Authorized Official retains the
12 right to withdraw some or all of its resources at any time for any reason in the Responding
13 Member's sole and absolute discretion. Notice of intention to withdraw must be
14 communicated to the Requesting Member's Authorized Official as soon as soon as is
15 practicable under the circumstances.
16
17

18 **ARTICLE VII.**
19 **COST REIMBURSEMENT**
20

21 Unless otherwise mutually agreed in whole or in part by both parties, the Requesting Member
22 shall reimburse the Responding Member for each of the following categories of costs incurred
23 while providing aid and assistance during the specified Period of Assistance.
24

- 25 A. **Personnel** – Responding Member will make such employees as are willing to
26 participate available to Requesting Member at Requesting Member's expense equal to
27 Responding Member's full cost, i.e., equal to the employee's applicable salary or hourly
28 wage plus fringe benefits and overhead, and consistent with Responding Member's
29 collective bargaining agreements or other conditions of employment. All costs incurred
30 for work performed during the specified Period of Assistance will be included. The
31 Requesting Member shall be responsible for all direct and indirect labor costs.
32
33 B. **Equipment** – Use of equipment, such as construction equipment, vehicles, tools, pumps
34 and generators, shall be at Responding Member's current equipment rate and subject to the
35 following conditions: The Requesting Member shall reimburse the Responding Member for
36 the use of equipment during the specified Period of Assistance, including, but not limited to,
37 reasonable rental rates, all fuel, lubrication, maintenance, transportation, and
38 loading/unloading of loaned equipment. All equipment shall be returned to the Responding
39 Member as soon as is practicable and reasonable under the circumstances.
40 (a) At the option of Responding Member, equipment may be provided with an
41 operator.
42 (b) Equipment shall be returned to Responding Member within 24 hours after receipt
43 of an oral or written request for return.
44 (c) Requesting Member shall, at its own expense, supply all fuel, lubrication and
45 maintenance for furnished equipment.
46 (d) Responding Member's cost related to the transportation, handling and
47 loading/unloading of equipment shall be chargeable to Requesting Member.
48 (e) In the event equipment is damaged while being dispatched to Requesting Member,
49 or while in the custody and use of Requesting Member, Requesting Member shall
50 reimburse Responding Member for the reasonable cost of repairing said damaged
51 equipment. If the equipment cannot be repaired, then Requesting Member shall

1 reimburse Responding Member for the cost of replacing such equipment with
2 equipment that is of at least equal capability as determined by the Responding
3 Member. If Responding Member must lease a piece of equipment while Requesting
4 Member equipment is being repaired or replaced, Requesting Member shall
5 reimburse Responding Member for such lease costs.
6

- 7 C. **Materials and Supplies** – Requesting Member shall reimburse Responding Member in
8 kind or at actual replacement cost, plus handling charges, for use of expendable or non-
9 returnable supplies. Other supplies and reusable items that are returned to Responding
10 Member in a clean, damage-free condition shall not be charged to the Requesting
11 Member and no rental fee will be charged; otherwise, they shall be treated as
12 expendable supplies. Supplies that are returned to the Responding Member with
13 damage must be treated as expendable supplies for purposes of cost reimbursement.
14
- 15 D. **Payment Period** – The Responding Member shall provide an itemized bill to the Requesting
16 Member for all expenses incurred by the Responding Member while providing assistance
17 under this Agreement. The Requesting Member shall send the itemized bill not later than
18 (90) ninety days following the end of the Period of Assistance. The Responding Member
19 may request additional periods of time within which to submit the itemized bill, and
20 Requesting Member shall not unreasonably withhold consent to such request. The
21 Requesting Member agrees to reimburse the Responding Member within 60 days from
22 receipt of an invoice for assistance provided under this Agreement. The Requesting
23 Member may request additional periods of time within which to pay the itemized bill, and
24 Responding Member shall not unreasonably withhold consent to such request, provided,
25 however, that all payment shall occur not later than one-year after the date a final itemized
26 bill is submitted to the Requesting Member.
27
- 28 E. **Records** - Each Responding Member and its duly authorized representatives shall have
29 access to a Requesting Member's books, documents, notes, reports, papers and records
30 which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of
31 a cost bill or making a financial, maintenance or regulatory audit. Each Requesting Member
32 and its duly authorized representatives shall have access to a Responding Member's books,
33 documents, notes, reports, papers and records which are directly pertinent to this
34 Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial,
35 maintenance or regulatory audit. Such records shall be maintained for at least three (3)
36 years or longer where required by law and as needed for federal reimbursement practices.
37
38

39 **ARTICLE VIII.**

40 **ARBITRATION**

41

42 If any controversy or claim arises out of, or relates to, the Agreement, including, but not limited
43 to an alleged breach of the Agreement, the disputing Members shall first attempt to resolve the
44 dispute by negotiation, followed by mediation and finally shall be settled by arbitration in
45 accordance with the Rules of the American Arbitration Association. Judgment on the award
46 rendered by the arbitrator(s) may be entered in any court having jurisdiction.
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ARTICLE IX.
REQUESTING MEMBER'S DUTY TO INDEMNIFY

Pursuant to Government Code Section 895.4, and subject to Article X, Requesting Member shall assume the defense of, fully indemnify and hold harmless Responding Member, its Directors, Council Members, Supervisors, officers and employees, from all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from the Requesting Member's work hereunder, including, but not limited to, negligent or wrongful use of equipment, supplies or personnel provided to Requesting Member or faulty workmanship or other negligent acts, errors or omissions by Responding Member, or by personnel provided to Requesting Member from the time assistance is requested and rendered until the assistance is returned to Responding Member's control, portal to portal.

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ARTICLE X.
SIGNATORY INDEMNIFICATION

In the event of a liability, claim, demand, action or proceeding, of whatever kind or nature arising out of the rendering of assistance through this Agreement, the parties involved in rendering or receiving assistance agree to indemnify and hold harmless all Members whose only involvement is the execution and approval of this Agreement, in the transaction or occurrence which is the subject of such claim, action, demand or other proceeding. Such indemnification shall include indemnity for all claims, demands, liability, damages and costs, including reasonable attorneys' fees and other costs of defense, for injury, property damage and workers compensation.

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ARTICLE XI.
WORKER'S COMPENSATION CLAIMS

The Responding Member is responsible for providing worker's compensation benefits and administering worker's compensation for its employees. The Requesting Member is responsible for providing worker's compensation benefits and administering worker's compensation for its employees.

ARTICLE XII.
NOTICE

Each party hereto shall give to the others prompt and timely written notice of any claim made or any suit instituted coming to its knowledge, which in any way, directly or indirectly, contingently or otherwise, affects or might affect them, and each Member shall have the right to participate in the defense of the same, as it considers necessary to protect its own interests.

1 **ARTICLE XIII.**
2 **INSURANCE**
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4 Members shall maintain an insurance policy or maintain a self insurance program that covers
5 activities that it may undertake by virtue of membership in the Mutual Aid and Assistance
6 Program.
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9 **ARTICLE XIV.**
10 **CONFIDENTIAL INFORMATION**
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12 To the extent allowed by law, any Member or Associate Member shall maintain in the strictest
13 confidence and shall take all reasonable steps necessary to prevent the disclosure of any
14 Confidential Information provided to it by another Member pursuant to this Agreement. If any
15 Member, Associate Member, or third party requests or demands, by subpoena or otherwise,
16 that a Member or Associate Member disclose any Confidential Information provided to it under
17 this Agreement, the Member or Associate Member shall immediately notify the owner of the
18 Confidential Information and shall take all reasonable steps necessary to prevent the disclosure
19 of any Confidential Information by asserting all applicable rights and privileges with respect to
20 such information and shall cooperate fully in any judicial or administrative proceeding relating
21 thereto.
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24 **ARTICLE XV.**
25 **EFFECTIVE DATE**
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27 This Agreement shall take effect for a new party immediately upon its execution by said
28 party.
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31 **ARTICLE XVI.**
32 **WITHDRAWAL**
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34 Any party may terminate its participation in this Agreement by written notice to the Chair of the
35 appropriate RSC and to the SSC Chair. Withdrawal takes effect 60 days after the appropriate
36 officials receive notice. Withdrawal from this Agreement shall in no way affect a Requesting
37 Member's duty to reimburse a Responding Member for cost incurred during a Period of
38 Assistance, which duty shall survive such withdrawal.
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41 **ARTICLE XVII.**
42 **MODIFICATION**
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44 No provision of this Agreement may be modified, altered or rescinded by individual parties to the
45 Agreement. Modifications to this Agreement require a simple majority vote of Members within
46 each region and unanimous agreement among the regions. The State Steering Committee will
47 notify all parties of modifications to this Agreement in writing and those modifications shall be
48 effective upon 60 days written notice to the parties.
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ARTICLE XVIII.
SEVERABILITY

14 If any term or provision of this Agreement is declared by a court of competent jurisdiction to be
15 illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be
16 affected, and the rights and obligations of the parties shall be construed and enforced as if the
17 Agreement did not contain the particular term or provision held to be invalid.
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ARTICLE XIX.
PRIOR AGREEMENTS

32 To the extent that prior agreements among signatories to this Agreement for mutual assistance
33 are inconsistent with this Agreement, such agreements are hereby superseded. This
34 Agreement supersedes the 1996 Omnibus Mutual Aid Agreement, the WARN 1997 Omnibus
35 Mutual Aid Agreement, and the WARN 2001 Omnibus Mutual Aid and Assistance Agreement.
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ARTICLE XX.
PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES

This Agreement is for the sole benefit of the Members and no other person or entity has rights
under this Agreement as a third party beneficiary. Assignment of benefits or delegation of
duties created by this Agreement to third parties that are not Members is prohibited and without
effect.

ARTICLE XXI.
TORT CLAIMS

This Agreement in no way abrogates or waives any immunity or defense available under
California law.

ARTICLE XXII.
INTRASTATE AND INTERSTATE MUTUAL AID AND ASSISTANCE PROGRAMS

To the extent practicable, Members retain the right to participate in mutual aid and assistance
activities conducted under the State of California Intrastate WARN Mutual Aid and Assistance
Program and the Interstate Emergency Management Assistance Compact (EMAC) and similar
programs.

California Water/Wastewater Agency Response Network (CalWARN) 2007 Omnibus Mutual Assistance Agreement

WHEREAS, the California Office of Emergency Services (OES), the Department of Water Resources (DWR), the Department of Public Health (DPH) and the California Utilities Emergency Association (CUEA) have expressed a mutual interest in the establishment of a plan to facilitate and encourage water agency mutual assistance agreements between water agencies; and

WHEREAS, the California Water Agency Response Network (CalWARN) was originally created to provide a forum for the development of mutual assistance agreements between water agencies in the OES Coastal Region of California; and later expanded to all water and wastewater agencies in the State of California, and

WHEREAS, the CALIFORNIA WATER/WASTEWATER AGENCY RESPONSE NETWORK (CalWARN) 2007 OMNIBUS MUTUAL ASSISTANCE AGREEMENT is a continuation of the WARN 1996 OMNIBUS MUTUAL AID and 2001 OMNIBUS MUTUAL AID AGREEMENT and sets forth the mutual covenants and agreements for water and wastewater agencies to provide mutual assistance to one another in times of emergency; and

WHEREAS, State OES regulates the SEMS program, and this agreement is consistent with SEMS, and that it is necessary to have a mutual assistance agreement in place to support requests to FEMA for costs of using assistance during an emergency, and

WHEREAS, the water or wastewater agency hereto has determined that it would be in its best interests to enter into an agreement that implements that plan and sets forth procedures and the responsibilities of the agency whenever emergency personnel, equipment and facility assistance are provided from one agency to the other; and

WHEREAS, no water or wastewater agency should be in a position of unreasonably using its own resources, facilities, or services providing such mutual assistance; and

WHEREAS, it is the intent of WARN to revise this agreement as necessary and to annually publish a list of all water and wastewater agencies participating in this agreement, as posted on www.calwarn.org; and

WHEREAS, such an agreement is in accord with the California Emergency Services Act set forth in Title 2, Division 1, Chapter 7 (Section 8550 et seq.) of the Government Code and specifically with Articles 14 and 17 (Section 8630 et seq.) of the Act.

NOW, THEREFORE, in consideration of the conditions and covenants contained therein, the

(Utility)
agrees to abide by the current CalWARN Omnibus Mutual Assistance Agreement and the CalWARN ACS Chapter Governance Document.

Date: _____

Name: (printed) _____ (signature) _____

Title: _____

Please return a signed copy of this page to: CWC-ACS@YourACS.org



THE TOWN OF FORT JONES

TO: FORT JONES CITY COUNCIL

MEETING DATE: May 8, 2023

FROM: RACHEL AGRON

SUBJECT: Golf Cart Surplus

BACKGROUND

Public Works has had two golf carts sitting in storage for some time. Since the golf carts are not street legal, Public Works has no use for them.

RECOMMENDATION

Staff recommends that the Council declare the golf carts to be surplus so that staff can proceed with selling them.





THE TOWN OF FORT JONES

TO: FORT JONES CITY COUNCIL

MEETING DATE: May 8, 2023

FROM: RACHEL AGRON

SUBJECT: Fire Department Portal

BACKGROUND

The Town of Fort Jones has a standing California Fire Assistance Agreement with the California Office of Emergency Services (Cal OES). This agreement allows our Fire Department to send strike teams to respond to fires throughout the state. Recently, Cal OES has updated some of the language in the agreement. In light of these changes, Cal OES has requested that the Town adopt an updated Overtime and Portal to Portal Pay Resolution. Adopting the attached resolution will ensure that we continue to receive full reimbursement for all personnel who respond to incidents throughout the state.

RECOMMENDATION

Staff recommends that the Council adopt Resolution 1121.



RESOLUTION NO. 1121

A RESOLUTION OF THE TOWN OF FORT JONES IDENTIFYING THE TERMS AND CONDITIONS FOR FIRE DEPARTMENT RESPONSE AWAY FROM THEIR OFFICIAL DUTY STATION AND ASSIGNED TO AN EMERGENCY INCIDENT.

WHEREAS, the Fort Jones Fire Department is a public agency located in the County of Siskiyou, State of California, and

WHEREAS, it is the Town of Fort Jones' desire to provide fair and legal payment to all its employees for time worked; and

WHEREAS, the Fort Jones Fire Department has in its employ, Fire Department response personnel including: Fire Chief, Assistant Chief, Battalion Chief, Fire Captain, Lieutenant, Engineer, Apparatus Operator, Firefighter/Paramedic, Firefighter/EMT, Firefighter; and

WHEREAS, the Town of Fort Jones will compensate all its employees portal to portal while in the course of their employment and away from their official duty station and assigned to an emergency incident, in support of an emergency incident, or pre-positioned for emergency response; and

WHEREAS, the Town of Fort Jones will compensate all its employees overtime in accordance with their current Memorandum of Understanding while in the course of their employment and away from their official duty station and assigned to an emergency incident, in support of an emergency incident, or pre-positioned for emergency response.

Now, Therefore, Be It Hereby resolved by the Town of Fort Jones that:

1. Personnel shall be compensated according to Memorandum of Understanding (MOU), Personnel Rules and Regulations, and/or other directive that identifies personnel compensation in the workplace.
2. In the event a personnel classification does not have an assigned compensation rate, a "Base Rate" as set forth in an organizational policy, administrative directive or similar document will be used to compensate such personnel.
3. The Fort Jones Fire Department will maintain a current salary survey or acknowledgment of acceptance of the "base rate" on file with the California Governor's Office of Emergency Services, Fire Rescue Division.
4. All Personnel will be compensated at overtime rate (portal to portal) beginning at the time of dispatch to the return to jurisdiction when equipment and personnel are in service and available for agency response.

5. Fire department response personnel include: Fire Chief, Assistant Chief, Battalion Chief, Fire Captain, Lieutenant, Engineer/Apparatus Operator, Firefighter/Paramedic, Firefighter/EMT, Firefighter.

AYES:

NOES:

ABSENT:

ATEST:

APPROVED:

Rachel Agron, City Clerk

Mercedes Garcia, Mayor



THE TOWN OF FORT JONES

TO: FORT JONES CITY COUNCIL

MEETING DATE: May 8, 2023

FROM: RACHEL AGRON

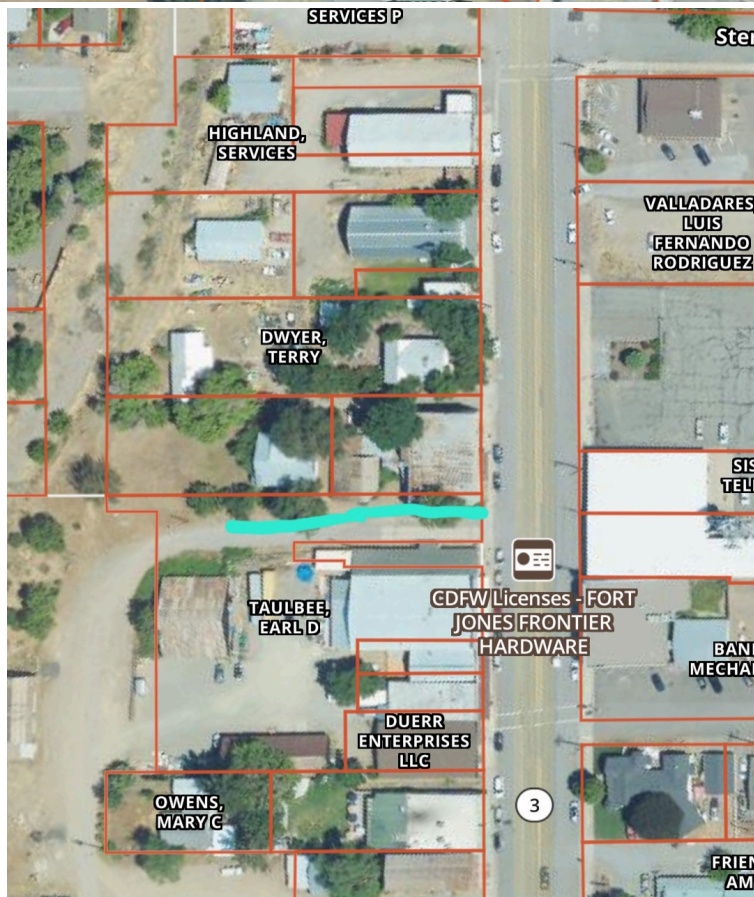
SUBJECT: Fire Department Fire Lanes

BACKGROUND

The Fire Department has requested that three alleyways be designated as fire lanes for the safety of Fort Jones residents. The first alleyway is located in between Good Vibes Hair Salon and Davidson Washroom. The second alleyway runs between iDance Studio and Ace Hardware. The third alleyway is located on the south side of 11931 Main Street, turns and runs the length of several parcels parallel to Highway 3, then turns again and emerges on Highway 3 on the north side of State of Jefferson Memorials.

RECOMMENDATION

Staff recommends that the Council adopt Resolution 1122 designating the three new fire lanes.





RESOLUTION NO. 1122

A RESOLUTION OF THE TOWN OF FORT JONES DESIGNATING NEW FIRE LANES.

WHEREAS, the safety of its residents is the highest priority of the Town of Fort Jones,

WHEREAS, it is the duty of the Fort Jones Fire Department to respond to emergency calls; and

WHEREAS, the Fort Jones Fire Department has requested that three new fire lanes be designated; and

WHEREAS, it is in the interest of the safety of residents that first responders have ease of access to local buildings in the event of a fire or other emergency; and

WHEREAS, designating these new fire lanes will ensure ease of access for first responders;

Now, Therefore, Be It Hereby resolved by the Town of Fort Jones that:

1. The alleyway which runs east-west between 11819 Main Street and 11807 Main Street; the alleyway which runs east-west between 11921 Main Street and 11913 Main Street; and the alleyway which runs east-west along the south side of 11931 Main Street, turning and running north-south behind 11931 Main Street and continuing until turning again to run east-west between 11959 Main Street and 11963 Main Street, are hereby designated as fire lanes.

2. That the fire lanes are to remain clear at all times per California State Fire Code.

3. That vehicles parked in such a way as to block the fire lanes are to be towed at the expense of the owner.

AYES:

NOES:

ABSENT:

ATEST:

APPROVED:

Rachel Agron, City Clerk

Mercedes Garcia, Mayor



THE TOWN OF FORT JONES

TO: FORT JONES CITY COUNCIL
MEETING DATE: May 8, 2023
FROM: RACHEL AGRON
SUBJECT: Public Works Director Job Description

BACKGROUND

The attached job description creates the position of Public Works Director.

RECOMMENDATION

Staff recommends that the Council adopt the attached job description of Public Works Director.



PUBLIC WORKS DIRECTOR (Full-Time)

The Town of Fort Jones' Parks, Parks, Public Works & Utilities & Utilities Department is seeking a hard-working, customer-service oriented person to serve as Parks, Public Works & Utilities Director for the Town of Fort Jones. This is a full-time, executive management position that requires significant administrative, analytical, and technical skills.

Examples of Duties

The Parks, Public Works & Utilities Director manages the overall operation of the Department of Parks, Public Works & Utilities including engineering, traffic engineering, streets, sewer, water operations, as well as maintenance and repair of facilities and equipment. Under the supervision of the City Administrator, the Parks, Public Works & Utilities Director exercises direct supervision over key engineering, Parks, Public Works & Utilities, and maintenance staff members, as needed.

Duties include:

Plans, organizes, directs and controls divisions to perform a wide variety of Parks, Public Works & Utilities maintenance, engineering, and operations tasks and projects; Studies departmental organization, personnel distribution, and project requirements to effect efficient and economical utilization of resources; Establishes, develops, and oversees compliance with major policies, city rules, long term programs, and operating procedures; Directs the preparation and administration of the annual budget and analyzes divisional budget estimates; Directs and prepares studies and reports; Presents technical information and recommends action to the City Council; Conducts field inspections and reviews progress to insure the accomplishment of projects and implementation of policies; Reviews and participates in the preparation of environmental impact reports; Assists in the review and approval of tentative subdivision maps; Supervises and reviews final subdivision maps; Supervises and reviews improvement plans and conducts inspections of improvements; Coordinates master plan support of water, sewer, and street systems to meet general plan objectives; Develops, implements, and administers the City/District's capital improvement program which includes preparation of contract documents including preliminary design, Surveying and preparation of plan specifications; Conducts financial analyses related to Parks, Public Works & Utilities including fee analyses and water and sewer rate studies to appropriately determine and recommend charges.

Other job-related duties are:

Reviews equipment needs and makes recommendations for replacement in budget; Represents City/District at meetings; Confers with local, state and federal agencies, civic groups and professional organizations; Approves final subdivision maps.

Minimum Qualifications

KNOWLEDGE OF:

- Construction and maintenance methods;
- Materials and equipment relevant to municipal Parks, Public Works & Utilities;
- Principles and practices of municipal engineering;
- Administrative and budgetary procedures; and
- Principles, practices and techniques of management and training.

ABILITY TO:

- Anticipate municipal needs;
- Develop and implement rules, regulations, programs, policies and procedures;
- Prepare oral and written reports;
- Plan, organize, direct and monitor the work of others;
- Establish and maintain effective and efficient working relationships with others;
- Recognize and respond to organizational and operational difficulties;
- Understand, evaluate and analyze a wide variety of technical, engineering, construction, and financial data, reports, blueprints, and contract documents; and
- Understand land surveying methods.

PHYSICAL STANDARDS

The physical standards described are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

An employee is regularly required to sit, stand, walk, kneel, stoop, and crouch; make field inspections and visits to construction sites, climb, and descend vertical ladders up to 30 feet; communicate clearly and effectively with others; apply mental alertness and comprehension to learn and retain technical information, terminology, equipment, and guidelines required for performance of essential duties and functions.

While performing duties, the employee is regularly required to use written and oral communication skills; read and interpret information and room layout specifications; as well as interact with City employees and the public.

TRAINING AND EXPERIENCE

Equivalent to a Bachelor of Science degree in civil engineering, public administration, or a related discipline. A graduate degree in engineering or public administration is desirable.

Four years of increasingly responsible full-time paid professional experience in work related to parks, public works, and utilities, including two years in a supervisory, administrative role.

Previous experience working with the public is highly desirable.

SPECIAL REQUIREMENTS

This position requires on-call response to emergency conditions during non-business hours for consultation and direction, and frequent attendance at City Council meetings.

As a condition of employment, incumbents must pass a background check and will be required to be fingerprinted in accordance with State of California law.

LICENSES AND CERTIFICATES

Licenses: Possession of a valid California Class “C” Driver’s license is required. Licensing as a Land Surveyor or Civil Engineer prior to January 1, 1982 (with a license number before 33966), is also desirable to allow full performance of land surveying, and statement of technical accuracy of final maps.

Registration: Registration as a Professional Civil Engineer with the California State Board of Registration for Civil and Professional Engineers is desirable. Certification in CPR/AED and First Aid is also desirable.

Supplemental Information

TO APPLY: All applicants must submit a completed Town of Fort Jones application [insert submission method: online, paper, etc.]. If you have any questions about this position please contact, [insert contact information here: Name, Title, Phone, Email]. You may also call the Personnel, Accounting & Risk Management Department at (530) 468-2281 or visit the Town of Fort Jones website at <https://fortjonesca.org/> for additional information.

SCREENING PROCESS: Applications will be reviewed as received and candidates with backgrounds that most closely fit our requirements may be invited for an interview.

REQUIREMENTS: Employment offers are conditional pending the results of all screening processes that are applicable to this position, which may include the following: confirmation of citizenship or legal right to work in the United States; completion of a pre-employment medical review and exam (which may include drug and alcohol testing); reference checks; and fingerprinting.

EQUAL OPPORTUNITY EMPLOYER/REASONABLE ACCOMMODATION: The Town of Fort Jones is an Equal Opportunity Employer. All aspects of employment shall be without regard to sex, disability, race, political affiliation, religious creed, color, natural origin, or age. Reasonable accommodations will be made for disabled applicants to participate in the application and examination processes. Applicants needing any

special accommodation must contact the Personnel, Accounting & Risk Management Department at (530) 468-2281 well in advance of the testing process to allow arrangement for such accommodation.



THE TOWN OF FORT JONES

TO: FORT JONES CITY COUNCIL

MEETING DATE: May 8, 2023

FROM: RACHEL AGRON

SUBJECT: City Clerk Job Description

BACKGROUND

The current City Clerk is transitioning out of the role. In the interest of creating a smooth transition, Adam has recommended adopting a job description for the City Clerk. Clarifying the duties and responsibilities of the City Clerk will make the headhunting process easier and help the Town to attract qualified candidates.

RECOMMENDATION

Staff recommends that the Council adopt the attached job description of City Clerk.



CITY CLERK (Full-Time)

The Town of Fort Jones is seeking a hard-working, customer-service oriented person to serve as City Clerk for the Town of Fort Jones. This is a full-time, management and department head classification.

Examples of Duties

Under the administrative direction of the City Administrator, the City Clerk plans, organizes, and directs the day-to-day operations and activities of the City Hall Office and its staff, including administration, election management, the legislative function, maintaining and archiving of public records and information. The City Clerk also serves as Clerk/Secretary to the City Council and Election Official.

Duties include:

- Provide administrative support to the City Administrator for the day-to-day operations and general oversight of the City Hall Office:
 - Prepare agenda and take meeting minutes for each Fort Jones staff meeting
 - Monitor and direct office staff activities; provide professional and technical guidance as needed;
 - Interact with the public to handle complaints/respond to questions as an intermediary for the City Administrator and CDBG Housing Coordinator;
 - Oversee arrangements and set-up for Town of Fort Jones presentations and large community group meetings;
 - Prepare, sign, seal/certify, and record all ordinances, resolutions and agreements and other municipal legal documents;
 - Prepare and post legal and public notices as required by law for various matters including public hearings, reading of ordinances, and notices for available committee and board positions;
 - Process and distribute signed contracts and/or agreements;
 - Receive, process, and file claims/lawsuits against the Town of Fort Jones; and

- Receive/open public works bids, prepare contracts, receive change orders, process stop notices and file notices of completion.
- Works closely with the City Council, City Manager, City Attorney, department managers, and other public and private entities in providing expert professional information and services.
- Provide complex, responsible and confidential administrative support to the City Council:
 - Draft policies, procedures, agenda items and proclamations;
 - Accepts communications for the Council; answers Council correspondence; and sets up meetings as requested by the Council;
 - Compile and distribute agenda packets and related materials, memos, resolutions, ordinances, public recognition documents and communications; and
 - Attend City Council meetings, takes and prepare official action minutes.

Other job-related duties are:

Write, proofread, edit content, oversee creative design for and maintain the Town of Fort Jones website; Create and administer content on all social media platforms, such as Facebook, Instagram, and Twitter, to ensure public engagement, monitor user metrics, and respond to reader comments.

Minimum Qualifications

KNOWLEDGE OF:

- Modern office practices, particularly with file organization and file retention, as well as California municipal law as it relates to functions of a City Clerk's office;
- Basic supervisory skills and principles and practices of modern municipal management and administration, including the structure and organization in a Mayor-Council/City Manager form of government;
- Principles/practices of contract development, administration, and evaluation; and as well as formats for preparation of municipal resolutions, ordinances and contracts
- Principles/practices of electronic and manual records as well as archival management, systems analysis and implementation for accepted legal and administrative procedures relating to records management systems, including filing, indexing, retrieval and retention of records and documents;
- Modern computer user applications, including word processing, microcomputer, and mainframe computer applications and proper English usage, spelling, punctuation and grammar; and

- Government codes pertaining to records management, municipal elections administration, and principles of public administration, management and supervision including but not limited to the Brown Act, the Maddy Act, the Public Records Act, and parliamentary procedures; the Political Reform Act and campaign disclosure requirements, the Elections Code with respect to municipal elections, and state laws governing charter cities.

ABILITY TO:

- Interpret, analyze, apply and implement a variety of complex state and city laws and collect, review, organize and disseminate a variety of documents;
- Independently compose resolutions, ordinances, public hearing notices, oral/written reports, and correspondence consistent with appropriate formats and legal requirements;
- Independently organize, direct, manage, evaluate and motivate the work of assigned staff on a variety of diverse work programs and activities to complete time-driven projects within deadlines;
- Establish and maintain effective working relationships with elected and appointed officials, other employees, and the public and communicate effectively, persuasively, tactfully, and positively (both orally and in writing); and
- Recognize and respond to organizational and operational difficulties.

PHYSICAL STANDARDS

The physical standards described are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

An employee must be able to work in a standard office setting and use standard office equipment, including a computer, operate a motor vehicle to visit various Town facility and meeting sites, read printed and on-screen materials, communicate in person and over the telephone, as well as stand and walk between work areas.

Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification frequently bend, stoop, kneel, and reach to perform assigned duties, as well as push and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 10 pounds with the use of proper equipment.

TRAINING AND EXPERIENCE

A combination of education, training and increasingly responsible experience performing complex administrative duties in an office environment for a City Clerk or public administration will be considered, as listed below:

- Bachelor's degree, preferably in public/business administration or a related field (highly desirable)

- Equivalent of the completion of an Associates of Arts degree including or supplemented by college level courses in business or public administration or a related field and specialized workshops/training specific to the municipal clerk field;
- Equivalent of five years of increasingly responsible experience in a City Clerk's office or public administration that has provided the necessary knowledge, skills, abilities, and experience working with the public.

SPECIAL REQUIREMENTS

This position requires frequent attendance at City Council meetings.

Completion of the 10th grade or above. Must be 18 years or older.

As a condition of employment, incumbents must pass all screening processes that are applicable to this position and will be required to be fingerprinted in accordance with State of California law.

LICENSES AND CERTIFICATES

Licenses: Possession of a valid California Class "C" Driver's license is required.

Registration/Certification: Possession of, or the ability to obtain certification as a California Certified Municipal Clerk, and Certification as a Notary Public is desirable.

Supplemental Information

TO APPLY: All applicants must submit a completed Town of Fort Jones application [insert submission method: online, paper, etc.]. If you have any questions about this position please contact, [insert contact information here: Name, Title, Phone, Email]. You may also call the Personnel, Accounting & Risk Management Department at (530) 468-2281 or visit the Town of Fort Jones website at <https://fortjonesca.org/> for additional information.

SCREENING PROCESS: Applications will be reviewed as received and candidates with backgrounds that most closely fit our requirements may be invited for an interview.

REQUIREMENTS: Employment offers are conditional pending the results of all screening processes that are applicable to this position, which may include the following: confirmation of citizenship or legal right to work in the United States; completion of a pre-employment medical review and exam (which may include drug and alcohol testing); reference checks; and fingerprinting.

EQUAL OPPORTUNITY EMPLOYER/REASONABLE ACCOMMODATION: The Town of Fort Jones is an Equal Opportunity Employer. All aspects of employment shall be without regard to sex, disability, race, political affiliation, religious creed, color, natural origin, or age. Reasonable accommodations will be made for disabled applicants to participate in the application and examination processes. Applicants needing any special accommodation must contact the Personnel, Accounting & Risk Management Department at (530) 468-2281 well in advance of the testing process to allow arrangement for such accommodation.



THE TOWN OF FORT JONES

TO: FORT JONES CITY COUNCIL

MEETING DATE: May 8, 2023

FROM: RACHEL AGRON

SUBJECT: Caretaker Job Description

BACKGROUND

This job description creates a new part-time Caretaker position.

RECOMMENDATION

Staff recommends that the Council adopt the attached Caretaker Job Description.

ABOUT THE POSITION

The Town of Fort Jones' **[add applicable Department name: Parks, Public Works & Utilities Department suggested]** is seeking a hard-working, customer-service oriented person to serve as a part-time City Caretaker at several City facilities including, but not limited to the **[add locations here]**. This is an outstanding opportunity for someone who needs a flexible schedule. Hours are typically available on **[add weekday and weekend hours here]**.

Examples of Duties

Under general supervision, a City Caretaker oversees the proper use of community recreational facilities; provides physical set-up arrangements for classes, meetings, activities, and public and private functions in community buildings; and assists the public and staff in their use of the facilities. Duties include:

Monitoring usage, setting up and removing tables, chairs, and other equipment such as Public-Address (PA) Systems; clean up including removing and disposing of trash from office, community, and recreational facilities during and after use; sweeping or mopping of floors; provide phone assistance and public information; may open and close for weekday, weekend and evening rentals and recreation classes.

Minimum Qualifications

KNOWLEDGE AND ABILITIES

- Ability to do heavy physical work including the lifting and moving of tables/chairs
- Ability to follow written and oral instructions
- Ability to deal effectively and courteously with the public
- Ability to be available to work nights, weekends and holidays
- Ability to use sound judgment and maturity when dealing with unexpected issues
Basic computer knowledge highly desirable

PHYSICAL STANDARDS

The physical standards described are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. An employee is regularly required to sit for long periods of time; talk or hear, in person, in meetings and by telephone; use hands and fingers to handle, feel or operate standard office equipment; and reach with hands and arms. The employee is frequently required to bend, twist, lift, walk; stand; and set-up and move equipment weighing up to 50 pounds. While performing duties, the employee is regularly required to use written and oral communication skills; read and interpret information and room layout specifications; and interact with City employees and the public.

TRAINING AND EXPERIENCE

Completion of the 10th grade or above. Must be 18 years or older.

Experience working with the public is desirable.

Previous experience as a building attendant is highly desirable.

SPECIAL REQUIREMENTS

This position requires the ability to work a flexible schedule which may include evening, holidays, and weekends.

As a condition of employment, incumbents must pass a background check and will be required to be fingerprinted in accordance with State of California law.

LICENSES AND CERTIFICATES

Licenses: Possession of a valid California Driver's license is required.

Certification: Certification in CPR/AED and First Aid (desirable)

Supplemental Information

TO APPLY: All applicants must submit a completed Town of Fort Jones application [insert submission method: online, paper, etc.]. If you have any questions about this position please contact, [insert contact information here: Name, Title, Phone, Email]. You may also call the Personnel, Accounting & Risk Management Department at [insert phone here] or visit the Town of Fort Jones website at <https://fortjonesca.org/> for additional information.

SCREENING PROCESS: Applications will be reviewed as received and candidates with backgrounds that most closely fit our requirements may be invited for an interview.

REQUIREMENTS: Employment offers are conditional pending the results of all screening processes that are applicable to this position, which may include the following: confirmation of citizenship or legal right to work in the United States; completion of a pre-employment medical review and exam (which may include drug and alcohol testing); reference checks; and fingerprinting.

EQUAL OPPORTUNITY EMPLOYER/REASONABLE ACCOMMODATION: The Town of Fort Jones is an Equal Opportunity Employer. All aspects of employment shall be without regard to sex, disability, race, political affiliation, religious creed, color, natural origin, or age. Reasonable accommodations will be made for disabled applicants to participate in the application and examination processes. Applicants needing any special accommodation must contact the Personnel, Accounting & Risk Management Department at [insert phone here] well in advance of the testing process to allow arrangement for such accommodation.



THE TOWN OF FORT JONES

TO: FORT JONES CITY COUNCIL

MEETING DATE: May 8, 2023

FROM: RACHEL AGRON

SUBJECT: Employee Handbook Changes

BACKGROUND

Since the last Council meeting, Council Members have worked with City Administrator Adam Cox and Assistant City Administrator Sandra Malik to draft revisions to the Employee Handbook. The attached Employee Handbook Documents are included in this packet to give the Council the opportunity to discuss and adopt these changes.

The page numbers in reference to the various agenda items are as follows:

457 Plan.....	109
Full Time & Part Time Employees.....	29
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RECOMMENDATION

Staff recommends that the Council review and adopt the attached Employee Handbook, making amendments as necessary.

The Town of Fort Jones



POLICY AND PROCEDURE HANDBOOK FOR EMPLOYEES

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I. INTRODUCTION AND OVERVIEW

WELCOME

Congratulations! You have been carefully and intentionally chosen as an employee of the [Town of Fort Jones](#). The quality of our employees is very important, as you now play a vital role in ensuring the ongoing success of the Town. With dedicated service and shared interest in the achievement of Town goals, you will find your employment to be interesting, rewarding, and challenging.

Commented [SM1]: link to <https://fortjonesca.org/>

You join [over XXX](#) others in the city's main departments, including the police, fire, community development, and housing departments, who are contributing to a high quality of life in our town. In safe neighborhoods with roads that are well-maintained with access to major highways and public transportation, our citizens enjoy life in the Town of Fort Jones. Blessed with plenty of wide-open public space as well as quaint restaurants, culture, and libraries, Fort Jones is a great place to live and work.

Commented [SM2]: Data needed

Town of Fort Jones Mission Statement: The Town of Fort Jones is here to serve the citizens and community of Fort Jones running city business in a responsible and efficient manner. We strive to embrace and improve commerce and leisure activities while providing a safe and attractive historical rural community.

This Employee Handbook sets forth the terms and conditions of employment of all full- and part-time employees and supervisors and is intended to provide you with a general overview of our employment policies. However, it does not present a complete description of your employment relationship and should not be read or treated as an employment contract. Where possible, the Handbook guides you to the document, person, or department where you can get more detailed information on specified subjects. Employees who have entered into separate written contracts with the Town and other specifically excluded employees, however, are not covered by the terms of this handbook.

The employment policies of the Town of Fort Jones have been developed specifically with the intent of:

- Ensuring high standards in all programs and services;
- Maintaining and developing the professionalism and skill of the staff;
- Reflecting our commitment to fair and equitable treatment of all employees; and
- Meeting legal mandates that apply to employment rights and responsibilities.

This handbook is designed to introduce you to our organization as well as familiarize you with major policies, guidelines, and benefits that impact your employment. Although this handbook is also designed to answer questions you may have concerning personnel practices, please feel free to pose any unanswered questions to your immediate supervisor. Your supervisor or manager will be happy to answer any questions you may have.

Integration Clause and the Right to Revise- The employment policies of the Town

of Fort Jones have been developed specifically with the intent of:

- Ensuring high standards in all programs and services;
- Maintaining and developing the professionalism and skill of the staff;
- Reflecting our commitment to fair and equitable treatment of all employees; and
- Meeting legal mandates that apply to employment rights and responsibilities.

This Employee Handbook contains the employment policies and practices of the Town in effect at the time of publication. All previously issued handbooks as well as any inconsistent policy or benefit statements and/or memoranda are superseded.

Over time, changing circumstances will require that the Council approve updated, revised, or altered policies and benefits outlined in this handbook. As you consult the Handbook for information in the months/years ahead, remember that it may be necessary for you to verify that all applicable information is still current. The Town reserves the right to revise, modify, or delete all policies, procedures, work rules or benefits stated in this handbook or in any other document. Any such changes must be in writing and approved by the Town Council. No oral statements or representations can in any way change or alter the provisions of this handbook. The current approved handbook, including any changes to policies or procedures, will be distributed to all employees in a timely fashion to ensure widespread notification of updates to this handbook.

Commented [SM4]: If there is a specified timeframe we should add it

This handbook does not contain an agreement between you and the Town as to the duration of employment and the circumstances under which employment may be terminated. Nothing in this employee handbook creates or is intended to create a promise or representation of continued employment for any employee. As previously stated, this handbook does not present a complete description of your employment relationship and should not be read or treated as an employment contract.

Other documents that contain information related to your employment include . . . , Personnel Manual and MOU? —accessible at ????. In all instances, current policy statements and negotiated contracts take precedence over the information included in this Employee Handbook.

Commented [SM5]: Add other resources with links

THE TOWN OF FORT JONES

The Town of Fort Jones is located in the northern part of the Scott Valley area of Siskiyou County, California, which is predominantly agricultural lands. Surrounded by the Klamath Mountains to the west and the Cascade Mountain range to the east, the scenic views and close-knit community environment of Fort Jones make it an attractive place to reside, especially for retirees. The city is relatively flat, with the Scott River flowing approximately one-quarter mile to the south.

The citizens of the Town of Fort Jones through the **[INSERT governing docs and**

bodies (i.e. legislature, constitution)], have created a community surrounded by numerous and diverse systems of support [INSERT any programs/systems (i.e. what does the town do?)]. Like other cities, the Town of Fort Jones accomplishes its mission and goals by offering a centralized system of services to most efficiently and effectively meet operational demands. These programs and services are designed to provide information and assistance to our citizens, help achieve town goals, comply with legal mandates, and operate efficiently. Some programs and services have been developed in response to the unique needs of a particular segment of the Town population.

Commented [SM6]: Do we have any governing docs?

Commented [SM7]: Check website for this info

At the same time, the Town of Fort Jones serves as a voice for the community, staying informed of issues, advocating for needs of the Town, and informing our neighboring communities of Town accomplishments and innovations. The five-member City Council, a governing body with specific responsibilities related to the operation of the Town of Fort Jones, provides stewardship for the citizens and community of Fort Jones.

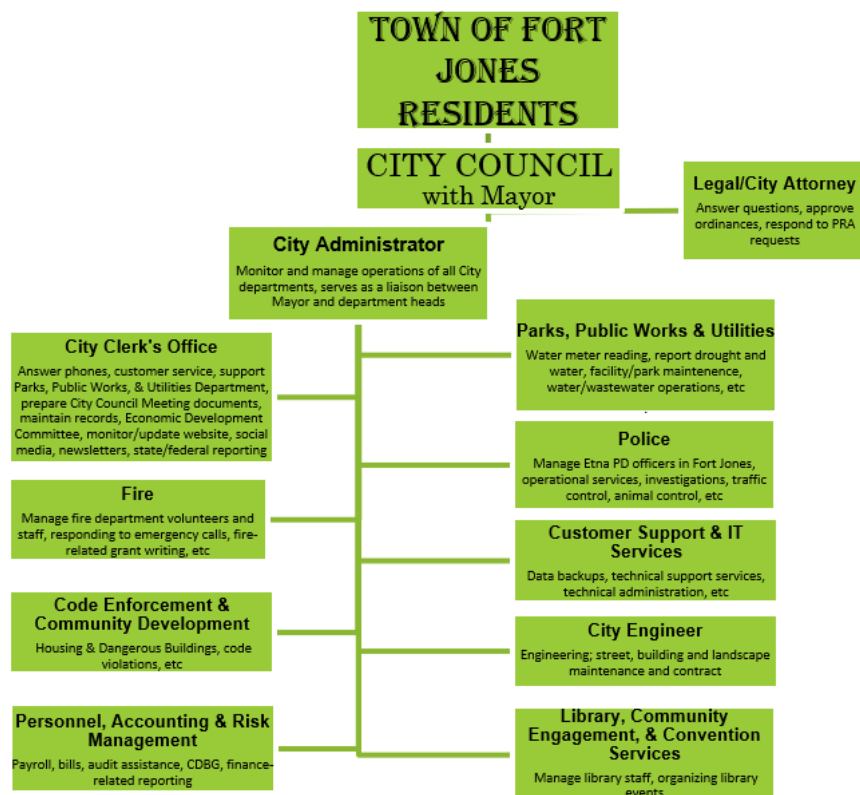
The Town of Fort Jones operates with an annual budget of approximately \$XX million, with funding provided by state, local tax revenues, and the federal government. More information about Fort Jones can be found on the Town of Fort Jones website at <https://fortjonesca.org/>.

Commented [SM8]: Data needed

Town History- Fort Jones was established in October 1852, when Captain Edward H. Fitzgerald and the 1st Dragoons began construction of a fort to protect settlers in far-northern California and southern Oregon from Rogue River Indian raids. This fort was named in honor of Colonel Roger Jones, the Adjutant General of the Army from March 1825 to July 1852.

Operational until June 1858, the fort was evacuated and thoroughly dilapidated by 1900. Today only a historical marker is evidence that the fort ever existed. Initially mining and trapping were the major activities in the area. Agriculture and timber production followed as the area became more accessible and mining activity declined. Currently, the logging industry of Fort Jones is also in decline, causing lower levels of timber production. Should the economy change and new employers move in, Fort Jones will again be an attractive community for families as well as retirees.

II. DEPARTMENT ORGANIZATION



III. EMPLOYMENT POLICIES

OPEN DOOR POLICY

Good-faith complaints and suggestions for improving are of interest to the Town and always welcome. If you have a complaint, suggestion, or question about your job, working conditions, or treatment, we ask that you follow these steps:

1. Bring the situation to the attention of the immediate supervisor within a week of the occurrence so that the immediate supervisor can investigate and provide a solution or explanation. A solution or explanation will be provided to the complainant by

Commented [SM10]: A timeframe should be added

Commented [SM11]: How will they be notified of the final resolution? Within what timeframe?

2. If the problem is not resolved, you may present the problem in writing to the City Administrator or any other representative of the Town, who will reach out to the immediate supervisor to reach a final resolution.
3. If the problem persists and the immediate supervisor fails to resolve the matter with the assistance of the City Administrator, it is recommended that the problem is put in writing and presented immediately to the Town of Fort Jones City Council, so that the Council can investigate and provide a solution or explanation. A solution or explanation will be provided to the complainant by

Commented [SM12]: Who are the possible representatives besides the City Administrator?

Commented [SM13]: How will they be notified of the final resolution? Within what timeframe?

This procedure, which we believe is important for both you and the Town, cannot result in every problem being resolved to your satisfaction. However, the Town values your input and you should feel free to raise issues of concern, in good faith, without fear of retaliation.

EQUAL EMPLOYMENT OPPORTUNITY

The Town is an equal opportunity employer, making employment decisions based on merit to ensure that the best available person is serving in every job. Town policy prohibits unlawful discrimination based on race, color, creed, gender, marital status, age, national origin, disability, medical condition, ancestry, or any other consideration made unlawful by federal, state or local laws. All such discrimination is unlawful.

This commitment applies to all persons involved in the operations of the Town and prohibits unlawful discrimination by any employee of the Town, including supervisors and co-workers. To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the Town will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any applicant or employee who requires accommodation to perform the essential functions of the job should contact a Town representative with day-to-day personnel responsibilities and request such accommodation. The individual with the disability should specify what accommodation is needed to perform the job. The Town will then investigate to determine whether the requested accommodation (1) effectively addresses the barriers that make it difficult for the applicant or employee to have an equal opportunity to perform job duties or (2) causes undue hardship if provided. If the accommodation is reasonable and will not impose undue hardship, the Town will make the accommodation.

If you believe you have been subjected to any form of unlawful discrimination, provide a written complaint to your supervisor or the individual with day-to-day personnel responsibilities. Your complaint should be specific and should include the names of the individuals involved and the names of any witnesses. The Town will immediately undertake an effective, thorough, and objective investigation and attempt to resolve the situation. If the Town determines that unlawful discrimination has occurred, effective remedial action will be taken commensurate with the

seriousness of the offense. Appropriate action will also be taken to deter any future discrimination, whatever action is taken will be made known to you and the Town will take appropriate action to remedy any loss as a result of the discrimination. The Town will not retaliate against you for filing a complaint and will not knowingly permit retaliation by management employees or your co-workers.

EMPLOYMENT STATUS

Probationary Period Employees- The first 6 months of continuous employment at the Town is considered an introductory period. During this time, you will learn your responsibilities; get acquainted with fellow employees and determine whether you are happy with your job. Also, during this time, your supervisor will closely monitor your performance.

The Town Council/Administrator can continue a probationary period for an additional 6 months, with written notification to the employee. This written notification shall include an evaluation of employee performance and descriptions of areas for improvement.

Upon completion of the introductory period, the Town Council/Administrator will review your performance. If the Town Council/Administrator finds your performance satisfactory and decides to continue your employment, they will advise you of any improvements expected from you. At this time, you may express suggestions to improve the Town's efficiency and operations.

Completion of the introductory period does not entitle you to remain employed by the Town for any definite period of time. After completion of the introductory period, eligible employees will receive the benefits described in this handbook.

Regular Employees- Employees who have completed their introductory period of employment should be considered "regular" employees. Such employees may be either full-time or part-time. The distinction between full-time and part-time depends upon the number of hours that an employee works.

Full-Time Employees- Regular full-time employees are those normally scheduled to work and who do work a schedule of 32-40 hours per week. Following the completion of the introductory period, regular full-time employees are eligible for most employee benefits described in this handbook.

Part-Time Employees- Part-time employees are those who are scheduled to work 31 hours or less per week. Part-time employees may be assigned a work schedule in advance or may work on an as-needed basis. Part-time employees are eligible for some, but not all employee benefits described in this handbook.

Temporary Employees- Temporary employees are those employees for short-term assignments. Short-term assignments will generally be periods of three months or less, however, such assignments may be extended. Temporary employees are not eligible for employee benefits except where mandated by applicable law.

Exempt Employees- Exempt employees are those employees who meet one or more of the exemptions from overtime under the Fair Labor Standards Act (FLSA), (e.g. executive, administrative, professional) and are paid on a salary basis. The exempt employee is compensated in a predetermined amount that is not reduced, regardless of the quality or quantity of work actually performed, except as outlined by law and within the Leave Section of this manual. An FLSA-Exempt employee is not entitled to overtime compensation.

JOB DUTIES

During the introductory period, your supervisor will explain your job responsibilities and the performance standards expected of you. Be aware that your job responsibilities may change at any time during your employment. From time to time, you may be asked to work on special projects or to assist with other work necessary or important to the operation of your department or the Town. Your cooperation and assistance in performing such additional work is expected and much appreciated.

The Town reserves the right, at any time, with or without notice, to alter or change job responsibilities, re-assign or transfer job positions, or assign additional job responsibilities.

WORK SCHEDULES

The Town Hall employees will work Monday through Friday from 8:00 a.m. to 5:00 p.m. including an hour-long meal break, alternated to ensure there is always an employee in the office. Your supervisor will assign your individual work schedule. All employees are expected to be ready and able to perform their work from all locations specified by project requirements at the start of their scheduled shifts.

The Town of Fort Jones Public Works employees will work Monday through Friday, generally from 7:00 a.m. to 4:00 p.m., including an hour-long meal break, alternated to ensure there is always an employee in the office. The hours of **Public Works employees** are flexible and the start times of an 8-hour workday may be adjusted seasonally according to need, traffic, and weather conditions.

The Town of Fort Jones Police employees will work Monday through Friday, generally from 8:00 a.m. to 5:00 p.m., including an hour-long meal break, alternated to ensure there is always an employee in the office. The hours of Police employees are flexible and the start times of an 8-hour workday may be adjusted according to need and public safety conditions.

The Town of Fort Jones Fire employees will work Monday through Friday, generally from 8:00 a.m. to 5:00 p.m., including an hour-long meal break, alternated to ensure there is always an employee in the office. The hours of Fire employees are flexible and the start times of an 8-hour workday may be adjusted according to need, public safety, and weather conditions.

Commented [SM14]: Council Decision: Keep seasonal flexibility and PW work hours of 7 am- 4:00 pm or return to the original hours of 8 AM -5 PM + 1 hour alternating lunch like all other employees?

Exchanging work schedules with other employees is discouraged. However, if it is necessary to exchange schedules, notify your supervisor, who may authorize an exchange if possible. Work schedule exchanges will not be approved for mere convenience or if the exchange will result in a disruption of or interference with normal operations or will result in excessive overtime.

MEAL AND REST PERIODS

Employees are provided an hour (60 min) meal period, to be taken approximately in the middle of the workday. Town Hall employees will alternate their hour (60 min) meal period so that there is always an employee in the office. You may leave the premises on your meal period.

Employees are allowed ten-minute rest periods for every four hours of work or major portion thereof. One break shall come approximately mid-morning and the second shall come approximately mid-afternoon. The break period shall not interfere with the completion of emergency work. The break period is not accumulative. Do not leave the premises during rest periods and/or take more than ten minutes for each rest period.

TIMEKEEPING REQUIREMENTS

Out of Office (OOO) Requests-

All planned and unplanned requests for time off must be submitted electronically via the Microsoft Outlook calendar. For unplanned requests (i.e., arriving late or out sick for the day) staff must communicate directly with their immediate supervisor in person or via phone and/or email. If any staff member is unable to send an OOO appointment through Outlook, the supervisor will create the appointment and send to the employee's calendar to ensure accurate records. Below are some guidelines for doing this:

From the Outlook Calendar HOME tab:

- **Click** on "Event"
 - A "New Event" screen will open
 - **Add** an "OOO Event Title" using Complete Name, usage code in parenthesis, and hours used
 - Example: OOO-First and Last Name (SL) 8 hrs
- **Click** on "Invite Attendees"
 - The invitation "To" line will appear
 - **Click** on "To" and add the email address of immediate Supervisor
- **Complete** the rest of the invitation as applicable
 - Location: Enter as applicable
 - Start Time and End Time: Enter specific hours (i.e., 8 a.m.–10 a.m.) or date(s), as applicable

- If planning to be OOO for only part of the day, change the event details from “Busy” to “Free” and identify specific hours in the appointment times for that date.

- If planning to be OOO for all-day and/or multi-day events with no need to enter specific hour(s), **click on** ☒ **All day** and enter applicable beginning and end date(s).

- Click on **Send** to complete and save the appointment to calendars.

The immediate supervisor will receive the OOO appointment request via email and reply with “Accepted” or “Declined” as soon as possible. If declined, the reason will be included in the supervisor’s reply. If further discussion is required, the supervisor will follow up with the employee.

Timesheets-

All non-exempt employees are required to record time worked on a time sheet for payroll purposes. Employees must record their own time at the start and at the end of each work period, including before and after the lunch break. Employees must also record their time whenever they leave the building for any reason other than the Town's business. Filling out another employee's timecard or altering a timecard will not be permitted.

Salaried and exempt employees also may be required to record their time in a timesheet. Any timesheet errors should be reported immediately to the supervisor or administrative assistant responsible for payroll, who will attempt to correct legitimate errors.

PERSONNEL RECORDS

The information in the employee's personnel file is permanent and confidential. These files must be kept up-to-date. The employee must inform their supervisor immediately whenever there are changes in personal data such as address, telephone number, marital status, number of dependents, and person(s) to notify in case of emergency.

The employee has the right to inspect his or her own personnel file at reasonable times, at a reasonable place, and on reasonable notice. In addition, employees have the right to request copies of all employment-related documents. An employee may only inspect his or her own personnel file and only in the presence of the Personnel Officer or designated Personnel staff. Personnel files are the property of the Town and are not to leave the Town's premises.

Employee medical records are by State statutes to be kept locked separately from the personnel file. There are certain restrictions that should be placed on the access to medical or personnel files:

The Personnel Officers will be responsible for the files. (The fewer managers that have access to these files the less chance of a discrimination or harassment suit.)

The Personnel Officers should be the only ones with direct access to these files, provided however that the inspection rights in Section 2 provide for access by the employee or their supervisor.

Department Heads should be informed of only that information concerning employee medical conditions relating to work requirements.

Proof of Right to Work documents will be copied and kept separate from the personnel files.

Sexual harassment files and other controversial disciplinary records are kept in a separate locked file, separate from the personnel file.

An employee may add their own version of any disputed item to the file.

The Town will attempt to restrict disclosure of your personnel file to authorized individuals within the Town. Any request for information from personnel files must be directed to the Town/City Administrator.

EMPLOYEE REFERENCES

No manager, supervisor, or employee is authorized to release letters of reference for current or former employees without the permission of the Town/City Administrator.

All requests for references must be directed to the Town/City Clerk. In lieu of references for employees, dates of employment and the position title last held can be disclosed. If disclosure is authorized by the employee in writing, the Town will also provide a prospective employer information on salary or wage amount last earned.

Commented [SM15]: This does not seem typical. Do we want to keep? What is the reason for this policy?

IV. PAYMENT OF WAGES, OVERTIME, WAGE AND HOUR COMPLIANCE

PAYDAY

Paydays will be every other Friday. If an employee resigns, his or her paycheck will be available on the next regularly scheduled payday. If possible, when an employee is terminated involuntarily, his or her paycheck will be available at the time of discharge. Otherwise, his or her paycheck will be available by the next regularly scheduled payday. The employee's final paycheck will include payment for all wages due and not previously paid and for accrued but unused vacation leave and/or CTO time, and applicable sick leave in accordance with the sick leave policy, minus authorized deductions.

Commented [SM16]: Is this documented as two checks per pay period or two separate pay periods?

Commented [SM17]: In California, employees are NOT entitled to be paid for any unused sick hours unless the employer's policies or agreements with you say otherwise. Do we want to keep?

ADVANCES

The Town does not permit advances against paychecks or against unaccrued vacation.

OVERTIME (NON-EXEMPT EMPLOYEES)

As necessary, employees may be required to work overtime. Your immediate supervisor will attempt to provide you with reasonable notice when the need for overtime work arises, however, advance notice may not always be possible. All overtime must be previously approved by the Town of Fort Jones City Administrator except in an emergency situation where it is not feasible to get the approval.

In such case, it must be approved within one day of when the overtime occurred. Your immediate supervisor will obtain prior approval to assign overtime work to you and, in cooperation with the City Administrator, determine if compensation will be awarded in terms of overtime pay or compensatory time-off. If you are classified as a nonexempt employee, you will receive compensation for approved overtime work—work performed beyond 40 hours in a week or eight hours in a day. The Town provides compensation for all overtime hours worked as non-exempt employees in accordance with state and federal laws as follows:

- A calendar week consists of seven (7) consecutive calendar days, Sunday at 12:00 a.m. through Saturday at 11:59 p.m., and, except as otherwise provided herein, a basic work week consists of five consecutive work days of eight (8) hours each, Monday through Friday.
- All hours worked in excess of eight (8) hours in one work day or forty (40) hours in one work week, Monday through Friday, will be treated as overtime. A work day begins at midnight and ends at 11:59 pm the following day, within the work week defined above as Monday through Friday.
- Compensation for hours in excess of forty (40) hours for a work week or in excess of eight (8), but less than twelve (12) for the workday, and for the first

eight (8) hours of the seventh (7th) consecutive day of work in one work week, shall be paid at a rate one and one-half times the employee's regular rate of pay.

- Compensation for hours in excess of twelve (12) in one work day and in excess of eight (8) on the seventh consecutive workday of work in one work week shall be paid at double the regular rate of pay.

Employees who are classified as exempt do not receive overtime compensation. The rate of pay for these positions is considered full compensation for all time required to fulfill assigned duties. Your supervisor can answer any questions you have about overtime procedures.

COMPENSATORY TIME OFF IN LIEU OF PAYMENT OF OVERTIME (NON-EXEMPT EMPLOYEES)

Non-Exempt Employees may choose to accept compensatory time off (CTO) in lieu of cash compensation for overtime worked as provided in this section. CTO shall be used and scheduled, like other paid leave, in accordance with the leave policy. Overtime at time and one-half and/or Compensatory Time at time and one-half shall be earned only after an employee has actually worked 40 hours in a work week (or in excess of FLSA 7(k) overtime limits). **Vacation time, personal leave, compensatory time taken, holiday time, administrative leave, and/or sick leave will not count toward the overtime calculation.**

CTO may be carried over from fiscal year to fiscal year, however; the employee may not exceed one hundred and sixty (160) hours of accumulated CTO. Once two-hundred-forty (240) hours of compensatory time is accrued on the books, all other overtime hours worked will automatically be paid time to the employee as overtime until the maximum accrual of one hundred and sixty (160) hours is reduced. Upon separation from the Town, employees will be compensated in their final check for CTO earned but not taken.

V. EMPLOYEE IMPROVEMENT AND PERFORMANCE MANAGEMENT

PERFORMANCE EVALUATIONS

To ensure job performance at optimum levels and capabilities, recognition of good performance and delivery of appropriate suggestions for improvement when necessary are important. To this end, employees will receive periodic performance evaluation reviews.

Your supervisor/Town of Fort Jones City Administrator will conduct the review and then discuss it with you. Your first performance evaluation will occur upon completion of your introductory period. After that review, performance evaluations will be conducted at least annually, on or about the anniversary date of your employment with the Town. The frequencies of performance evaluations may vary depending upon length of

service, job position, past performance, changes in job duties or recurring performance problems.

All written evaluations will be based on overall performance in relation to job responsibilities and will also consider conduct, demeanor, and record of attendance. Your performance evaluations will include factors such as the quality and quantity of the work you perform, your knowledge of the job, your initiative, your work attitude and your attitude toward others. The appraisal system is designed as a two-way communication process: giving employees an opportunity to discuss major accomplishments and allowing supervisors the opportunity to offer suggestions and direction for desired performance and professional growth.

The Town of Fort Jones encourages all employees to work with their supervisors to develop an individualized performance plan with mutually established performance goals for the future. Each performance evaluation should help you become aware of your progress, areas for improvement as well as objectives and goals for future work performance. Performance evaluations have no bearing on salary increases and/or promotions, for which all determinations are solely within the discretion of the Town Council and dependent on multiple factors in addition to performance.

Performance evaluations shall be prepared in writing, with one copy kept in the employee's personnel file and one copy provided to the employee. After the evaluation, the employee and the immediate supervisor should schedule an opportunity to discuss the details of the evaluation and sign an acknowledgment that the evaluation took place and a copy was provided to the employee.

REDUCTIONS IN FORCE

Under some circumstances, the Town may need to restructure or reduce its workforce. If it becomes necessary to restructure our operations or reduce the number of employees, the Town will attempt to provide advance notice, if possible, to minimize the impact on those affected. If possible, employees subject to layoff will be informed of the nature of the layoff and the foreseeable duration of the layoff, whether short-term or indefinite.

In determining which employees will be subject to layoff, the Town will consider the following factors, including but not limited to: operation requirements, ability (skill), productivity, past performance, and length of service.

TERMINATION OF EMPLOYMENT

Voluntary Termination: Employees desiring to terminate their employment relationship are urged to notify the City Clerk's Office at least two weeks in advance of their intended resignation. Such notice should be given in writing to your immediate supervisor, and then forwarded to the City Administrator for final approval. Proper notice generally allows sufficient time to calculate all monies to which you may be entitled and to include such monies in your final paycheck.

Employees who plan to retire are urged to provide a minimum of two months' notice. Proper notice ensures that any retirement benefits to which an employee is entitled commence in a timely manner.

Involuntary Termination and Disciplinary Action: Although the Town of Fort Jones hopes that all employment relationships are long-term and mutually rewarding, the Town reserves the right to terminate an employment relationship during the probationary period without cause and after the probationary period for cause as specified in this Employee Handbook below. The purpose for formulating these policies on disciplinary actions and appeals is to:

- Establish orderly procedures providing a method of communication between employees and management concerning matters which may be subject to appeal.
- Provide that the appeal procedure shall be as informal as possible.
- Provide that appeals shall be settled as promptly as possible and at the lowest possible level of the procedure.

The Town of Fort Jones wishes to promote a cooperative and supportive working relationship with employees and places trust in the abilities of its staff. However, in those instances when employees act improperly due to unthinking behavior or willful neglect, a fair and orderly process for employee discipline will be implemented.

The continued employment of every employee shall be predicated upon good behavior and rendering of efficient service. If an employee fails to correct a deficient work habit or violates established policies, contracts, agreements and/or laws, disciplinary action will be recommended. An employee is subject to disciplinary action and may be discharged, reduced in pay, suspended, or demoted for cause, and such disciplinary action shall be subject to appeal as set forth herein.

Whenever possible, discipline will be progressive in nature, with the severity of discipline tailored to the offense or deficiency. The degree of discipline administered in any given situation depends upon the severity of the infraction. Your supervisor is responsible for thoroughly evaluating circumstances and facts as objectively as possible and selecting the most suitable form of discipline. Any employee discharged, reduced in pay, suspended or demoted for cause shall be furnished the reason for such action in writing.

The Town may choose to allow resignation as an alternative to involuntary termination. No employee can be compelled to resign; resignation must be voluntary. Employees who resign in lieu of accepting disciplinary action have not left employment in good standing and are not eligible for reinstatement or rehire. Employees who are permitted to resign in lieu of involuntary termination voluntarily forfeit all rights to appeal.

All non-at-will employees may be disciplined only for just cause. All evidence supporting disciplinary charges must be timely in relation to the incidents that are the basis for the proposed discipline. This does not preclude evidence of prior notice to the employee of similar conduct or prior disciplinary action against that employee.

Exit interviews are normally scheduled for all outgoing employees (voluntary or involuntary) and will include meetings with your immediate supervisor, the City Administrator, and other persons as applicable. The purpose of these interviews is to review your eligibility for benefit continuation and conversion, ensure that all necessary forms are completed, collect all Town property that may be in your possession (e.g., keys, access cards, and equipment), and provide you with an opportunity to discuss your job-related experiences.

PROGRESSIVE DISCIPLINE PROCEDURE

The Town shall use progressive discipline when the Town believes that progressive discipline shall serve the dual purposes of providing both a corrective warning and a penalty to an employee whom the Town intends to retain as an employee after the discipline. The Town may begin discipline at any level depending on the employee's conduct. Progressive discipline shall not be required when the Town believes dismissal or any other disciplinary action is the appropriate discipline because of the employee's conduct. Progressive discipline shall consist of the following levels:

- Verbal Warning with written documentation;
- Written reprimand;
- Disciplinary probation;
- Transfer imposed for punishment or to correct deficient performance;
- Reduction in salary
- Suspension;
- Demotion; and/or
- Termination

A verbal warning with written documentation or a written reprimand may be initiated at the level of supervisor. All other disciplinary actions shall be initiated by the Department Head or his/her designated representative. Nothing in these procedures shall be construed to prevent discussion or meetings between parties at any time to clarify the facts in order to conclude any matter as promptly as possible.

Causes for Disciplinary Action: The following, among such others as may be determined by the Town, are causes which, if shown to the satisfaction of the Town Council to be related to work performance, are sufficient for disciplinary action:

1. Absence without leave or failure to report to work after a leave of absence has expired, or after such leave of absence has been disapproved or revoked;
2. Conviction of a criminal offense. Conviction shall mean a termination of criminal proceedings adverse to the employee upon a verdict, by plea of guilty, upon a judgment against the employee, or upon a plea of nolo contendere, without regard to subsequent disposition of the case by suspension of sentence,

probation, or otherwise;

3. Repeated or excessive garnishments;
4. Abuse of sick leave;
5. Incompetence. Incompetence shall mean want of ability suitable to the work, either as regards natural qualities or experience or deficiency of disposition to use one's ability and experience properly;
6. Through willful misconduct, causing damage to public property or waste of public supplies;
7. Willfully concealing or misrepresenting information in his/her application for employment, or being, or having been at the time of employment, subject to any disqualification that would have precluded employment;
8. Insubordination. Insubordination shall mean that the employee, having then the ability to do a reasonable act which he/she is directed to do by any officer or employee of the Town with authority to direct his/her activities on the job, willfully fails or neglects to perform the directed act;
9. Disrespectful or discourteous conduct toward a Town officer or official, another employee, or a member of the public;
10. Willful violation of any of the provisions of the Town Ordinances, Resolutions or department policy relating to the conduct of Town officers and employees;
11. Failure to submit to a medical examination to determine fitness for duty or failure to appear at the designated time and place for such examination or failure to sign authorizations and/or waivers as may be required;
12. Violation of Criminal Offender Record Information (COR) Regulations;
13. Dishonesty;
14. Repeated or excessive tardiness or absence from work;
15. Use of Town equipment, supplies or identification (e.g., badges) for any reason other than for official Town business;
16. Such other job-related actions or activities by the employee determined by the department head warranting disciplinary action.

Notification of Disciplinary Action: If performance or conduct falls short of established standards, the Town of Fort Jones will endeavor, as appropriate, to provide a reasonable opportunity to correct the deficiency. If, however, you fail to make the correction, you may be subject to discipline up to, and including, dismissal. The employee will be provided a written Notice of Intent to Discipline that contains the following:

1. The level of discipline intended to be imposed;
2. The specific charges upon which the intended discipline is based;
3. A summary of the facts upon which the charges are based;

4. A copy of all written materials, reports, or documents upon which the intended discipline is based, or a statement indicating how this information can be obtained;
5. Notice of the employee's right to respond to the appropriate authority regarding the charges within ten (10) calendar days from the date of the Notice, either by requesting an informal *Skelly* conference, or by providing a written response, or both;
6. Notice of the employee's right to have a representative of his/her choosing at the *Skelly* conference, should he/she choose to respond in person; and
7. Notice that failure to respond at the time and date specified shall constitute a waiver of the right to respond prior to final discipline being imposed.

Employee Response and Skelly Conference: If the employee requests an informal *Skelly* conference to respond in person to the charge(s) in the Notice of Intent, the conference must be scheduled no later than ten (10) calendar days after the date the Notice of Intent is provided to the employee.

The conference will be held on a date and time agreeable to both parties. The conference will be an informal meeting with a Department Head or his/her designee, at which the employee has an opportunity to rebut the charges against him/her and present any mitigating circumstances. The Department Head or his/her designee will consider the employee's presentation before final disciplinary action, if any, is imposed.

The employee's failure to make a verbal response at the arranged conference date and time, or the employee's failure to cause his/her written response to be delivered by the date and time specified in the Notice of Intent, constitutes a waiver of the employee's right to respond prior to the imposition of the discipline. In that situation, the proposed disciplinary action will be imposed on the date specified in the Notice of Intent.

Final Notice of Disposition: Within ten (10) business days of receipt of the employee's timely written response or within ten (10) business days of the informal *Skelly* conference, or if no timely response is provided by the employee, the Department Head or designee will:

- Dismiss the Notice of Intent and take no disciplinary action against the employee,
- Modify the intended disciplinary action, and/or
- Impose the intended disciplinary action

In any event, the supervisor/Town of Fort Jones City Administrator, or designee, will prepare and provide the employee with a Notice of Intent to Discipline that contains the following:

1. The level of discipline, if any, to be imposed and the effective date of the discipline;
2. The specific charges upon which the discipline is based;
3. A summary of the facts upon which the charges are based;

4. A copy of all written materials, reports, or documents upon which the discipline is based or a statement indicating how the information may be obtained; and
5. A statement of the nature of the employee's right to appeal, if any

Service of Notice of Intent to Discipline on the affected employee shall be made to the employee's last known mailing address, either in person or by U.S. mail. If the affected employee cannot be served (neither in person nor by mail addressed to the employee's last known mailing address) or if the affected employee refuses/fails to take receipt of the Notice of Intent, service shall be deemed complete three (3) days after the attempted date of service (by U.S. mail or in-person).

DISCIPLINARY APPEALS PROCESS

Discipline Subject to Appeal: For the purpose of this Article, an "Appeal" shall be defined as a dispute to any of the following disciplinary or punitive actions directed specifically at an individual employee's employment status:

- A. dismissal;
- B. demotion;
- C. suspension of more than 5 days;
- D. reduction in salary; and/or
- E. transfer imposed for improvement purposes to correct deficient performance

Probationary employees who are dismissed during the probationary period shall have no right to appeal such action.

Failure by an employee to adhere to any submission deadline or any step of the Disciplinary Appeal procedure that follows shall mean that the employee has waived his or her right to appeal the disciplinary action and shall be subject to the disciplinary action as indicated in the written notice.

Commented [SM21]: Where are these deadlines provided?

1. **Disciplinary Appeal to the Town of Fort Jones City Administrator:** The Disciplinary Appeal process shall be initiated when a written appeal is received from the employee by the Town of Fort Jones City Administrator or a designated representative by [INSERT DEADLINE].
2. **Hearing/Investigation:** The Town of Fort Jones City Administrator may conduct an independent investigation by a third party at Town expense and/or conduct a hearing within ten (10) business days of receipt of the written appeal.
 - a. The Town Council shall render a decision within ten (10) business days of any hearing conducted or completion of the independent investigation, as applicable.
 - b. In the event that an independent third party is called on to conduct an investigation, an additional ten (10) business days shall automatically be granted for rendering a decision.
 - c. If a disciplinary appeal is not resolved to the satisfaction of the employee, the employee may appeal the disciplinary action in writing within ten (10) calendar days of receipt of the written decision, or within ten (10) calendar

Commented [SM22]: Is there a specific deadline?

days after the decision deadline has elapsed. Such request shall be made to the immediate supervisor requesting mediation of the disciplinary action.

3. **Mediation:** After the Council has rendered a decision on the discipline, an employee may send a written appeal to the Town Council or a designated representative. The employee shall request a mediator from the State Mediation and Conciliation Service to hear the case.
 - a. The parties shall submit the disciplinary appeal to non-binding interest-based facilitated mediation.
 - i. The purpose of this mediation is to allow each party to present facts regarding the dispute and/or the process leading up to the submission and ask questions of the opposing party. The parties may also call witnesses and introduce evidence during the mediation.
 - ii. Both parties shall share all costs including the mediator's fees, if any.
 - iii. No recording devices or court reporters shall be used during the facilitated mediation, and no formal transcripts will be prepared.
 - b. The parties may not use any information presented and statements made at the mediation as evidence in any subsequent proceedings, and the mediator cannot be called as a witness in any subsequent proceedings.
 - i. Although the parties are encouraged to participate in the facilitated interest-based mediation without the assistance of Counsel, attorneys are not prohibited.
 - c. The mediator shall hear the case and help the parties to resolve the dispute at this level.
 - i. If the mediator cannot reach a settlement with both parties, he or she will render a bench opinion as to what he or she believes will happen during trial.
 - ii. If mediation does not resolve the appeal, then the employee or the Town may agree to submit the issue to non-binding arbitration within ten (10) business days of mediator's opinion. Arbitration shall not be a mandatory method of resolving any dispute.

The Town reserves the right to proceed directly to any step in the disciplinary process above for misconduct or performance deficiency, without engaging in the prior disciplinary steps, whenever the Town deems such actions appropriate and necessary.

VI. UNLAWFUL HARASSMENT AND GRIEVANCE PROCEDURES

UNLAWFUL HARASSMENT

The Town is committed to providing a work environment free of unlawful harassment. All of the Town's employees, applicants, and independent contractors ("workers") must be treated with respect and dignity. We are committed to providing an atmosphere free of harassment and discrimination based on race, color, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender identity or expression, religious creed, marital status, registered domestic partner status, age, national origin or ancestry, physical or mental disability, medical condition including genetic characteristics or information, sexual orientation, military or veteran status, or any other characteristic made unlawful by applicable federal, state, or local laws, regulations or ordinances.

Harassment and discrimination are against the law. We strongly disapprove of and will not tolerate harassment or discrimination of our workers by managers, supervisors, co-workers, independent contractors or members of the public. Similarly, we will not tolerate harassment or discrimination by our workers against others with whom we have a business, service, or professional relationship. Because it is difficult to determine whether the conduct is unlawful, we strive to eliminate any inappropriate and/or disrespectful conduct based on the characteristics identified above, even if such conduct may not violate the law.

Harassment: "Harassment," as used in this policy, includes disrespectful or unprofessional conduct based on any of the protected characteristics listed above. Harassment can be verbal (such as slurs, jokes, insults, epithets, gestures, or teasing), graphic (such as offensive posters, symbols, cartoons, drawings, computer displays, or e-mails) or physical conduct (such as physically threatening another person, blocking someone's way, etc.). Verbal, physical, and visual conduct that creates an intimidating, offensive, or uncomfortable working environment or interferes with work performance violates this policy, even if it is not unlawful. Because it is difficult to define unlawful harassment, employees are expected to behave at all times in a professional and respectful manner.

Sexual Harassment: "Sexual harassment" as used in this policy includes all of the above actions as well as making any unwelcome advances and/or verbal, physical, or visual conduct of a sexual nature, offering employment benefits in exchange for sexual favors or threatening reprisals after a negative response to a sexual advance. It includes many forms of offensive behavior, such as gender-based harassment of a person of the same sex as the harasser. Some examples of conduct that may violate this policy include demeaning sexual remarks, leering, making sexual gestures, displaying sexually suggestive objects or pictures, making or using derogatory sexual comments, epithets, slurs, or jokes, comments about an individual's body, touching, impeding, or blocking movements. Sexual harassment does not have to be motivated by a sexual desire in order to be considered in violation. Conduct or comments consistently targeted at only one gender, even if the content is not sexual or teasing, or other conduct directed toward a person because of that person's gender, may also violate this policy.

Bullying: Exposing a person to abusive actions repeatedly over time. Abusive actions shall include actions, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct may include repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. A single act shall not constitute abusive conduct, unless especially severe and egregious.

Examples of prohibited conduct include, but are not limited to, the following behavior:

- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments;
- Visual conduct such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings or gestures;
- Threats and demands to submit sexual requests as a condition of continued employment, or to avoid some other loss, and offers of employment benefits in return for sexual favors;
- Physical conduct such as assault, unwanted touching, blocking normal movement or interference with work because of sex, race or any other protected basis; and
- Retaliation for having reported or threatened to report harassment.

Reporting and Filing a Complaint: If you believe you have been subjected to or witnessed conduct that violates this policy, you should immediately (and no later than thirty (30) calendar days after the alleged incident) report such conduct to your supervisor, manager, or Department Head. If your manager or supervisor is the subject of the complaint, that complaint can be reported to any other manager, supervisor or Department Head. **An employee can bring a complaint directly to any management employee at any time, regardless of whether that employee is in the complaining party's chain of command.** If an employee has not received a response within five (5) business days, he/she should contact their supervisor. Supervisors will refer all harassment complaints first to the City Administrator and then to Town Council.

You are encouraged to provide a written complaint detailing the conduct to your supervisor or the individual with day-to-day personnel responsibilities. Your written complaint should be specific and should include the names of the individuals involved and the names of any potential witnesses to the behavior or conduct.

The Town will immediately undertake an effective, thorough and objective investigation and attempt to resolve the situation. Every complaint will be taken seriously and investigated thoroughly. The Town may investigate the formal complaint by conducting an in-house investigation or by hiring an outside consultant. During the investigation we generally will: interview the complainant and the alleged harasser; conduct further interviews, as necessary; document the Town's findings regarding the complaint; document recommended follow-up actions and remedies, if warranted; and inform the complainant of the conclusion of the investigation. All employees are expected to fully cooperate with internal investigations and maintain appropriate discretion regarding the

investigation and should disclose any and all information pertinent to the investigation.

If the Town determines this policy has been violated, we will take appropriate and effective remedial action to address the situation and deter any future inappropriate conduct; this may include, but is not limited to, counseling, suspension, and disciplinary action up to and including termination. Anyone, regardless of position or title, whom the Town determines has engaged in conduct that violates this policy will be subject to discipline, up to and including termination.

The Town prohibits any form of discipline or retaliation for bringing a good faith complaint under this policy, or for reporting such misconduct or cooperating in an investigation. If you believe someone has violated this no-retaliation provision, you should immediately notify any of the persons named above.

Confidentiality will be maintained to the fullest extent possible in accordance with applicable federal, state, and local laws. Complete confidentiality cannot occur due to the need to fully investigate and take effect remedial action. An individual who is interviewed during the course of any investigation is prohibited from discussing the substance of the investigation with anyone, except as directed by Personnel. Any individual who discusses the content of an investigatory interview may be subject to discipline. The Town will not disclose a completed investigation report, except as it deems necessary to support disciplinary action, to take remedial action, to defend itself in adversarial proceedings, or to comply with the law or a court order. The Town will retain investigation reports in a confidential manner for at least five (5) years after the date of completion.

Any supervisor, manager or Department Head who observes or becomes aware of possible discriminatory, harassing, or retaliatory behavior or who receives any such complaint must notify the Town Council immediately.

Confronting the offending person can be difficult because of the complex nature of discrimination, harassment, or retaliation as defined in this policy. As a result, individuals are not required to confront an offending party before initiating this complaint procedure. However, if any person feels they are the victim of any form of discrimination, harassment, or retaliation, he/she is encouraged to inform the person(s) participating in this behavior that he/she finds it offensive. Such one-on-one communication has been demonstrated to be an effective way to end discriminatory, harassing, or retaliatory behaviors. If the inappropriate behaviors do not stop, the offended employee may still initiate a complaint as described above.

The Town encourages all employees to report any incidents of harassment prohibited by this policy immediately so that complaints can be quickly and fairly resolved. In addition to these internal policies and procedures, the California Civil Rights Department (CRD) provides additional information regarding the legal remedies and complaint process available through the government agencies. If you believe you have been unlawfully harassed or discriminated or retaliated against, you may file a complaint or obtain additional information from the CRD at <https://calcivilrights.ca.gov/>.

GRIEVANCE

Any grievance filed shall be submitted to the immediate supervisor in writing and include the following information:

1. The specific provision of any Town rule, regulation, ordinance, practice or policy alleged to have been misapplied, misinterpreted, or violated;
2. The facts pertinent to the grievance, including the names, dates, places, and incidents necessary for an understanding of the grievance;
3. The alleged adverse effect upon the grievant(s) resulting from said alleged misapplication, misinterpretation or violation; and
4. The remedy for such alleged adverse effect sought by the grievant.

Grievance Limitations, Adherence to Deadlines and Joint Hearings: An affected employee(s) may initiate a grievance on a specific action(s) on which the grievance is based. In the case of multiple grievances on the same issue, the Town may elect to resolve the issue by having one joint hearing on all the grievances.

Failure by the Town to adhere to decision deadlines of this procedure shall automatically establish the right of a grievant to appeal to the next step. Failure by a grievant to adhere to a submission deadline at any step of this procedure shall mean that (1) the grievant is satisfied with the resolution, if any, of the grievance, (2) the grievance is terminated, and (3) the grievant waives any right to further appeal of the grievance. However, nothing in this section shall be construed to prevent the parties from extending either a decision deadline or a submission deadline by written mutual agreement.

The Town shall allow an employee a reasonable time off work without loss of pay or benefits in order to process a grievance during normal working hours. Such time off shall require the prior approval of the department head, or his/her designated representative.

Grievance Processing and Appeals:

1. The Supervisory Level of the formal grievance process shall be initiated within ten (10) calendar days of the event or condition which forms the basis for the grievance. The grievance shall be presented in writing to the Town official with supervisory authority over the grievant.
 - a. Within ten (10) business days of receipt of the grievance, the parties shall meet and attempt to resolve the grievance. Within ten (10) business days after such a meeting to resolve the grievance, the Town supervisory or management official shall serve written notice of the decision to the grievant.
 - b. If a grievance is not resolved to the satisfaction of the grievant at this stage, the grievant may appeal the grievance in writing within ten (10) calendar days of receipt of the written decision from the supervisory or management official, or within ten (10) calendar days after that decision deadline has elapsed.

2. The Department Head Level of the formal grievance process shall be initiated when a written appeal is received from the grievant by a department head or his/her designated representative. The department head or designated representative shall meet with the employee in an attempt to resolve the grievance within ten (10) business days of receipt of the grievance.
 - a. The department head or his/her designated representative shall render a written decision on the matter within ten (10) business days of the meeting.
 - b. If a grievance is not resolved to the satisfaction of the grievant at this stage, the grievant may appeal the grievance in writing within ten (10) calendar days of receipt of the written decision, or within ten (10) calendar days after the decision deadline has elapsed.
3. The City Administrator Level of the formal grievance process shall be initiated when a written appeal is received from the grievant by the Town of Fort Jones City Administrator or his/her designated representative.
 - a. The Town of Fort Jones City Administrator may conduct an independent investigation by a third party at Town expense and/or conduct a hearing within ten (10) business days.
 - i. When an independent third party is called on to conduct an investigation, an additional ten (10) business days for rendering a decision shall automatically be granted.
 - ii. The Town of Fort Jones City Administrator shall render a decision within ten (10) business days of the hearing or completion of the investigation.
 - b. If a grievance is not resolved to the satisfaction of the grievant at this stage, the grievant may appeal the grievance in writing within ten (10) calendar days of receipt of the written decision, or within ten (10) calendar days after the decision deadline has elapsed. Such a request shall be made to the Town of Fort Jones City Administrator requesting mediation of the grievance.
4. The Mediation Level of the Grievance process shall be initiated when a written appeal is received by the Town of Fort Jones City Administrator or his/her designated representative after the Town of Fort Jones City Administrator has rendered a decision on the grievance.
 - a. The grievant shall request a mediator from the State Mediation and Conciliation Service to hear the case.
 - i. The parties shall submit the grievance to non-binding interest-based facilitated mediation.
 - ii. The purpose of this mediation is to allow each party to present facts regarding the dispute and/or the process leading up to the Submission and ask questions of the opposing party. The parties may also call witnesses and introduce evidence during the mediation.

- iii. Both parties shall share all costs including the mediator's fees, if any. No recording devices or court reporters shall be used during the facilitated mediation, and no formal transcripts will be prepared.
 - iv. The parties may not use any information presented and statements made at the mediation as evidence in any subsequent proceedings, and the mediator cannot be called as a witness in any subsequent proceedings.
 - v. Although the parties are encouraged to participate in the facilitated interest-based mediation without the assistance of counsel, attorneys are not prohibited.
- b. The mediator shall hear the case and help the parties to resolve the grievance at this level.

Costs Shared Equally Between the Parties: Should the parties agree to arbitration, the Employee and the Town agree to share equally all costs of arbitration (including, but not limited to, the arbitrator's fees and costs, the cost of court reporters, etc.), but shall be responsible for their own respective costs of making their presentation to the arbitrator, including, but not limited to, their own attorney's fees, expert witness fees, regular witness fees, etc. If by mutual agreement or requirement of the arbitrator, services of a court reporter are utilized, the parties agree to equally share the cost of such service. Any cost for transcription shall be borne by the party requesting it.

The Town shall make available for testimony in connection with this procedure any Town employee whose presence is requested by the grievant or appealing employee or his/her representative provided that such employee has direct knowledge of the issues subject to arbitration. An employee witness required to appear in connection herewith shall suffer no loss of pay or benefits.

VII. DRUG AND ALCOHOL ABUSE

The Town is concerned about the use of alcohol, illegal drugs or controlled substances as it affects the workplace. Use of these substances whether on or off the job can adversely affect an employee's work performance, efficiency, safety and health and therefore seriously impair the employee's value to the Town. In addition, the use or possession of these substances on the job constitutes a potential danger to the welfare and safety of other employees and exposes the Town to risks of property loss or damage, or injury to other persons.

Furthermore, the use of prescription drugs and/or over-the-counter drugs also may affect an employee's job performance and seriously impair the employee's value to the Town. The following rules and standards of conduct apply to all employees either on Town property or during the workday (including meals and rest periods). The Town strictly prohibits the following:

1. Possession or use of alcohol or being under the influence of alcohol while on the job.
2. Driving a Town vehicle while under the influence of alcohol.

3. Distribution, sale or purchase of an illegal or controlled substance while on the job.
4. Possession or use of an illegal, or controlled substance or being under the influence of an illegal or controlled substance while on the job.

Violation of the above rules and standards of conduct will not be tolerated. The Town also may bring the matter to the attention of appropriate law enforcement authorities.

In order to enforce this policy, the Town reserves the right to conduct searches of Town property, employees and/or personal property. There is no expectation of privacy in the workplace and the Town reserves the right to search employees, their work areas, lockers, personal vehicles (if driven to work or parked on company property), and other personal items located in Town workspaces such as bags, purses, briefcases, backpacks, lunch boxes, and other containers. Employees are expected to cooperate and, if an employee refuses to allow the inspection, disciplinary actions or discharge for insubordination can occur. The Town also reserves the right to implement other measures necessary to deter and detect abuse of this policy.

An employee's conviction on a charge of illegal sale or possession of any controlled substance while off Town property will not be tolerated because such conduct, even though off duty, reflects adversely on the Town. In addition, the Town must keep people who sell or possess controlled substances off the Town's premises in order to keep the controlled substances themselves off the premises.

Any employee who is using prescription or over-the-counter drugs that may impair the employee's ability to safely perform the job, or affect the safety or well-being of others, must notify a supervisor of such use immediately before starting or resuming work.

The Town will encourage and assist employees with chemical dependencies (alcohol or drugs) to seek treatment and/or rehabilitation. To this end, employees desiring such assistance should request a treatment or rehabilitation leave.

- The Town is not obligated, however, to continue to employ any person whose job performance is impaired because of drug or alcohol use, nor is the Town obligated to re-employ any person who has participated in treatment and/or rehabilitation if that person's job performance remains impaired as a result of dependency.
- Additionally, employees who are given the opportunity to seek treatment and/or rehabilitation, but fail to successfully overcome their dependency or problem, will not be given a second opportunity to seek treatment and/or rehabilitation.
- This policy on treatment and rehabilitation is not intended to affect the Town's treatment of employees who violate the regulations described above. Rather, rehabilitation is an option for an employee who acknowledges a chemical dependency and voluntarily seeks treatment to end that

dependency.

The Town of Fort Jones hereby certifies under penalty of perjury under the laws of the State of California that it will comply with the requirement of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug free workplace. By signing this agreement, at the end of this handbook, the employee certifies that he or she will comply with these requirements.

Employees are hereby notified that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace. The following actions will be taken against employees for violations of such prohibitions:

- Appropriate personnel action will be taken against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- Employee will be required to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.

DRUG TESTING

The drug and/or alcohol test may test for any substance which could impair an employee's ability to effectively and safely perform the functions of his/her job, including, but not limited to, prescription medications, alcohol, heroin, cocaine, morphine and its derivatives, Phencyclidine (PCP), methadone barbiturates, amphetamines, marijuana and other cannabinoids.

Pre-Employment Testing: All applicants for safety-sensitive positions, including current non-safety sensitive employees who promote, demote or transfer to such positions, shall undergo drug testing. Receipt by the Town of satisfactory test results is required prior to employment, and failure of a drug or alcohol test will automatically disqualify a new applicant for employment from consideration of employment for a period of one hundred twenty (120) days. Current employees who promote, demote or transfer from non-safety-sensitive to safety-sensitive positions shall obtain a negative test result prior to assignment to a safety-sensitive position.

- *Safety-sensitive* positions include positions in which failure to properly perform the function would put the employee or others in risk of physical injury

Alcohol/Drug Test During Employment: If an employee is involved in an accident during the course of performing his/her duties, he or she shall submit to chemical testing. Also, safety-sensitive employees will be subjected to random, unannounced testing for drugs and/or alcohol use at any time, including periods of extended leaves.

Each such employee shall have an equal chance at selection for random testing and shall remain in the selection pool even after being tested. The basis for random selection shall be by a scientifically valid random number generation method.

Testing Procedure: If an employee's alcohol or drug test is confirmed to be positive for alcohol or drugs, the Town shall conduct an investigation and consider the appropriate action to be taken. The decision to discipline or terminate will be carried out in conformance with the disciplinary procedures outlined in the Town's Personnel Policy, or the current Memorandum of Understanding as applicable to the employee's classification.

- If an initial drug screen is positive, as confirmed by scientifically accepted methods, the employee must provide medical verification of a current prescription, in the employee's name, for the drug identified in the drug screen (or other medically acceptable explanation for the positive test), within 24 hours.
 - If the employee does not provide acceptable verification of a valid prescription in the employee's name, or if the employee has not previously notified his or her supervisor of the use of a potentially impairing legal drug, the employee may be subject to disciplinary action up to and including termination.

If an initial alcohol screen is positive, as confirmed by scientifically accepted methods for alcohol or drugs, the employee may be subject to disciplinary action, up to and including termination pursuant to Subsection (3) below

Confidentiality: Laboratory reports or chemical test results shall not appear in an employee's official personnel file. Information of this nature will be contained in a separate confidential medical folder that will be securely kept under the control of the Personnel Officer.

The report or test results may be disclosed only to persons whose knowledge thereof is necessary for performance of official duties or in administration of this policy.

Disclosures, without employee consent, may also occur when:

- A. The information is compelled by law or by judicial or administrative process;
- B. The information has been placed at issue in a formal dispute between the employer and employee;
- C. The information is to be used in administering an employee benefit plan;
- D. The information is needed by medical personnel for the diagnosis or treatment of the employee who is unable to authorize disclosure; and
- E. Release or use of the information is otherwise permitted by law

An applicant or employee shall receive, at his or her request, the results of any drug or

Commented [SM23]: Where is this?

Commented [SM24]: Where is this?

Commented [SM25]: Refers to what?

alcohol test performed in accordance with this policy within a reasonable time after the results are available. When disciplinary action is recommended or proposed under this policy, the laboratory reports will be made available to the employee. Employees' and applicants' privacy and dignity will be respected during the entire drug or alcohol testing process, including collection of a specimen.

VIII. OPERATIONAL CONSIDERATIONS

PUNCTUALITY AND ATTENDANCE

The Town of Fort Jones expects all employees to assume diligent responsibility for their attendance and promptness. Regular attendance at work is as important to you as it is to the Town. As an employee of the Town, you are expected to be punctual and regular in attendance. Your ability to be at work as scheduled will assure you of a full paycheck each payday and will influence your opportunities for advancement.

Employees are expected to report to work as scheduled, on time and prepared to start work. Unnecessary absences place an unfair burden on other employees and negatively affect the performance and productivity of the Town. Any tardiness or absence causes problems for your fellow employees or your supervisor. When you are absent, others must perform your workload, just as you must assume the workload of others who are absent.

Employees also are expected to remain at work for their entire work schedule, except for meal periods or when required to leave on authorized Town business. Late arrival, early departure and other absences from scheduled hours are disruptive and must be avoided.

The Town recognizes that, due to illness and other compelling reasons, it may be necessary for you to be absent from work on occasion. Unless there are extenuating circumstances, you must call in on any day you are scheduled to work and will not report as scheduled.

- If you are unable to report to work on any day as scheduled, you must call your supervisor at least one hour before the time you are scheduled to begin working for that day. If you call less than one hour before your scheduled time to begin work, you will be considered tardy for that day.
- In all cases of absence or tardiness, employees must provide their supervisor/Town of Fort Jones City Administrator with an honest reason or explanation for as well as the expected duration of any absence.

Excessive absenteeism (excused or not) may be grounds for discipline up to and including termination of employment. Each situation of excessive absenteeism or tardiness shall be evaluated on a case-by-case basis. However, even one excused absence may be considered excessive, depending on the circumstances.

Commented [SM26]: Is this supposed to say UNexcused?

If you fail to report for work without notification to your supervisor/Town of Fort Jones City Administrator and your absence continues for a period of three consecutive days, the Town will consider that you have abandoned your employment and have voluntarily terminated.

PERSONAL STANDARD AND PROFESSIONAL CONDUCT

The effective operation of the Town of Fort Jones requires the services of persons with integrity, high ideals, and human understanding. As an integral member of the Town of Fort Jones staff, you are expected to adhere to acceptable standards of professional conduct and endeavor to provide prompt and effective service to Town residents and visitors.

Whatever your job, you are expected to be appropriately attired to perform your assigned work and accommodate appropriate health and safety practices. Employees are expected to use good judgment when choosing work clothes appropriate for the nature of our business and the type of work performed. Clothing should be neat, clean and tasteful. Employees are prohibited from wearing anything that can create a safety hazard and are also expected to keep their work environments clean and orderly. Supervisors and/or the Town of Fort Jones City Administrator may issue more specific guidelines.

Please remember that no matter what position you hold you are a representative of the Town of Fort Jones. The people with whom you come in contact will form opinions about our Town through observation of your conduct and attitude. You are encouraged at all times to observe the highest standards of professionalism and demonstrate sincere respect for the rights and feelings of others by being polite, courteous, prompt and attentive to every customer. When a situation arises where the employee does not feel comfortable or capable of handling the problem, the supervisor/Town of Fort Jones City Administrator should be called immediately.

If your performance or conduct falls short of established standards, the Town will endeavor, as appropriate, to provide you with a reasonable opportunity to correct the deficiency. If, however, you fail to make the correction, you may be subject to discipline up to, and including, dismissal.

ANTI-NEPOTISM

The Town of Fort Jones welcomes the opportunity to hire and retain qualified employees who are related to one another by blood or marriage. However, since such relationships sometimes can create problems in the workplace, including suspicions of favoritism if the related employees are in a supervisor-subordinate relationship, it is the policy of Fort Jones that:

1. Any employee who has or acquires a familial or consensual romantic relationship (as defined below) with another employee shall not have any direct or indirect administrative authority or supervision over the other person. This means that a

person cannot supervise a family member or partner and that the family member or partner cannot be in that person's chain of command.

2. An employee cannot use his/her authority or position to benefit or disadvantage another employee in a familial or consensual romantic relationship, such as signing an evaluation for a family member or partner or signing/approving a check payable to a family member or partner.
3. All employees and applicants for employment are required to notify the company's Human Resources Department of (a) any existing familial and/or consensual romantic relationships; (b) any familial or consensual romantic relationships that are created among employees; and (c) the potential employment by the Town of Fort Jones of a family member or partner. Information regarding consensual romantic relationships shall, if possible, be kept confidential.
4. The Town of Fort Jones will refuse to hire a job applicant in a familial or consensual romantic relationship with a current employee if employment places the applicant in a supervisory or subordinate position to the existing employee. Employees who marry one another during their employment will be allowed to remain under Town employment unless they are in a superior-subordinate relationship. If employees who marry, or who become related by marriage do work in a direct supervisory relationship with one another, the Town shall make reasonable efforts to reassign one of the employees to another position for which he or she is qualified, if such a position is available.

"Familial relationship" within the meaning of this policy means two employees (or an employee and a job applicant) in the relationship of husband, wife, father, mother, brother, sister, son, daughter, uncle, aunt, nephew, niece, grandfather, grandmother, grandson or granddaughter, or any other relationship arising from blood or marriage.

"Supervision" within the meaning of this policy means direct authority, direction, or control over an employee in the organization line.

"Consensual romantic relationship" within the meaning of this policy means all romantic and sexual relationships between employees.

The purpose of this policy is to eliminate actual or perceived conflict of interest and favoritism in the hiring of employees and the employment practices of the Town. The Town Council, Department Heads and Supervisors are prohibited from appointing employees with whom they share a familial relationship to positions in Town service. Furthermore, Department Heads shall ensure that within their departments no management or supervisory employees shall have employees with whom they share a familial relationship under their supervision.

EMPLOYER PROPERTY

Lockers, desks, computers, cell phones, vehicles and (other property) are Town property and must be maintained according to Town rules and regulations. They must be kept clean and are to be used only for work-related purposes. The Town

reserves the right to inspect all Town property to ensure compliance with its rules and regulations, without notice to the employee and/or in the absence of the employee.

Prior authorization must be obtained before any Town property may be removed from the premises.

Town property includes not only tangible property, like vehicles and equipment, but also intangible property such as information. All employees share responsibility to ensure that proper security is maintained. Proprietary information includes all information obtained by Town employees during the course of their work. This Manual, for example, contains proprietary information. Confidential information is any Town information that is not known generally to the public or the industry. Customer lists, customer files, personnel files, computer records, financial data, process descriptions, and research plans, are examples of confidential information.

Lockers, desks, vehicles and (other property) are Town property and must be maintained according to Town rules and regulations. They must be kept clean and are to be used only for work-related purposes. The Town reserves the right to inspect all Town property to ensure compliance with its rules and regulations, without notice to the employee and/or in the absence of the employee.

On termination of employment, whether voluntary or involuntary, all Town documents, computer files, and other tangible Town property in the employee's possession or control must be returned to the Town.

HEALTH AND SAFETY

Every employee is responsible for the safety of him-or herself as well as others in the workplace. To achieve our goal of maintaining a safe workplace, everyone must always be safety conscious. In compliance with California law, and to promote the concept of a safe workplace, the Town maintains an Injury and Illness Prevention Program. The injury and illness prevention program are available for review by employees and/or employee representatives in the Town Clerk's office.

In compliance with Proposition 65, the Town will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.

SMOKING AND TOBACCO USE POLICY

The Town prohibits smoking and tobacco use on all Town properties and in all Town vehicles, including electronic cigarettes. Smoking is defined as engaging in an act that generates smoke, including, but not limited to, using a cigarette, pipe, cigar, or electronic cigarette. Employees who violate this policy will be subject to the progressive discipline policy as stated in this manual.

IX. EMPLOYEE BENEFITS AND LEAVES

HOLIDAYS

All Holidays shall be paid at eight (8) hours' time regardless of the employee's normal work schedule and shall be paid at the straight hourly rate at the end of each pay period. The Town Clerk/Town of Fort Jones City Administrator will distribute a list of paid holidays, approved by the Town Council, prior to January 1st of each year.

Commented [SM28]: Council to Decide: pay for a full eight hours regardless if an employee is full time or part time or pay proportionate?

Employees receive the following paid holidays:

Commented [SM29]: Perhaps it is simpler to approve once and be done. Not typical to approve annually

1. January 1st – New Year's Day
2. Martin Luther King Day
3. President's Day
4. Memorial Day – last Monday in May
5. July 4th – Independence Day
6. Labor Day – September
7. Columbus Day – October
8. Thanksgiving Day – November
9. Day after Thanksgiving Day
10. December 25th – Christmas Day
11. December 26th – Day after Christmas

Commented [SM30]: Per CA Civil Rights Dept website: <https://calcivilrights.ca.gov/holidays/>

When a holiday falls on a Sunday, the holiday is observed on the following Monday. When a holiday falls on a Saturday, the holiday is observed on the preceding Friday. Employees who work on an official holiday shall receive holiday compensation at straight time the hours worked in addition to receiving their regular pay.

To be eligible for holiday pay, you must be regularly scheduled to work on the day on which the holiday is observed and must work your regularly scheduled working day immediately preceding and immediately following the holiday, unless an absence is approved in advance by your supervisor/Town of Fort Jones City Administrator.

Commented [SM31]: Do we want to keep this as an option?

VACATIONS

Regular employees accrue paid vacations in accordance with the following policy:

- | | |
|---|------------------|
| ➤ Day 1 through 4 th year: | 10 days per year |
| ➤ 5 th year through 14 th year: | 15 days per year |
| ➤ 15 th year and thereafter: | 20 days per year |

Commented [SM33]: Council Decision: Should all employees continue to receive the same amount of paid vacation regardless of their full/part-time status? Will part-time employees receive a lesser amount and what should that be? Should there be a probationary period to receive these benefits?

Vacation can accrue from year to year to a maximum of four weeks of pay. Once this cap is reached, no further vacation will accrue until some vacation is used. When some vacation is used, vacation compensation will begin to accrue again. There is no retroactive grant of vacation compensation for the period the accrued vacation compensation was at the cap.

Vacations generally can be taken after six months of active service whenever work

schedules permit. Vacation schedules should be coordinated and cleared with your supervisor/Town of Fort Jones City Administrator. It should be recognized that in some cases it may be difficult to fit in vacation time and that vacations might have to be deferred.

An employee whose employment terminates will be paid for accrued unused vacation days on a pro-rated basis.

While every reasonable effort will be made to accommodate employee requests for vacation or time off, the needs of the Town shall take precedence. Nothing in this section shall preclude the City Administrator, or his/her designated representative, from requiring mandatory vacation during periods that better serve the operations of the Town and reduce accrued vacation time.

Commented [SM34]: Confirm

The City Administrator, or his/her designated representative, shall have discretion to allow for an extension of time to use accrued vacation leave.

INSURANCE BENEFITS

Medical Insurance: The Town provides a comprehensive medical insurance plan for eligible employees.

All employees who work at least 32 hours per week are eligible for medical coverage. All eligible employees are eligible for medical coverage after the 6-month introductory period.

The premiums for the medical coverage are paid to the limits set by the Town Council. Premium limits are to be paid as followed: Town pays 80% and employee pays 20%. If additional coverage is desired, the premium for this coverage will be deducted from the employee's paycheck.

In the event of an increase in medical insurance premium rates, all employees will be required to contribute to the cost of increased premiums to retain coverage.

Unemployment Compensation: The Town contributes each year to the California Unemployment Insurance Fund on behalf of its employees.

Social Security: Social Security is an important part of every employee's retirement benefit. The Town pays a matching contribution to each employee's Social Security taxes.

Worker's Compensation: At no cost to you, you are protected by the Town's workers' compensation insurance policy while employed by the Town. The policy covers you in case of occupational injury or illness.

Deferred Compensation 457 Plan: The Town provides a plan for eligible employees in order to assist in planning for their retirement. For information regarding eligibility, contributions, benefits and tax status, contact the Town Clerk/Town of Fort Jones City Administrator . All eligible participants will receive a summary plan description.

From day one of employment the employee may contribute to the deferred compensation plan. The Town will contribute 1% (1/7 of the employees' contribution) after one year of full-time service and an additional 1% at the end of each year thereafter for five years. At that time the Town will contribute 7% of the employee's contribution. [As an example, in the first year if an employee contributes \$100 of their income each month into a pretax 457 Plan, the Town will contribute \$12 that year. After 6 years, the Town will contribute \$84 per year (\$12 per year x 7%)].

Commented [SM35]: Council Decision: increase the percentage of the Town's contribution?

SICK LEAVE

Sick leave is a form of insurance that is accumulated in order to provide a cushion for incapacitation due to illness. It is to be used only when required to recover from illness or off-the-job injury; sick leave is not for "personal" absences. Time off for medical and dental appointments will be treated as sick leave. The Town will not tolerate abuse or misuse of your sick leave privilege.

The Town offers paid sick leave to regular employees who have completed a 90-day introductory period. After completion of your introductory period, you will accrue 8 hours of paid sick leave each pay period. Accrued sick leave does carry over from year to year. The Town does not provide pay in lieu of unused sick leave. You may accrue up to 6 months sick leave.

Commented [SM36]: Council Decision: change the accrument of paid sick leave to accrue at an hourly rate proportionate to the total days they are allotted per year? Should all employees continue to receive the same amount of paid sick leave regardless of their full/part-time status? Should part-time employees receive a lesser amount and what would that be?

If you are absent due to illness, medical evidence of your illness and/or medical certification of your fitness to return to work satisfactory to the Town, may be required before sick pay will be given. If there is reason to believe that sick leave has been misused, sick pay may not be awarded.

Commented [SM37]: That's a balance of 960 hours SL, correct?

LEAVES OF ABSENCE

The Town may grant leaves of absence to employees in certain circumstances. It is important to request any leave in writing as far in advance as possible, to keep in touch with your supervisor/Town of Fort Jones City Administrator during your leave, and to give prompt notice if there is any change in your return date. If your leave expires and you have not contacted your supervisor/Town of Fort Jones City Administrator or the Town, it will be assumed that you do not plan to return and that you have terminated your employment. Upon return from a leave of absence, you will be credited with the full employment status which existed prior to the start of the leave.

The Town will continue to pay for health insurance for employees on leaves of absence up to a maximum of 6 months. After that, you may self-pay premiums under the provisions of COBRA. Your supervisor can give you additional information

on this subject.

MEDICAL LEAVES

A medical leave of absence may be granted for non-work related temporary medical disabilities (including, but not limited to, pregnancy, childbirth and related medical conditions) for up to six months with a doctor's written certificate of disability. Requests for leave should be made in writing as far in advance as possible. If you are granted a medical leave the Town will pay you sick pay for the period of time equivalent to your accumulated sick pay earned. You may also use any paid vacation time previously accrued.

A medical leave begins the first day your doctor certifies that you are unable to work and ends when you doctor certifies that you can return to work or after a total of six months leave, whichever occurs first. Your supervisor/Town of Fort Jones City Administrator will supply you with a form for your doctor to complete, showing the date you were disabled and the estimated date you will be able to return to work. An employee returning from a medical disability leave must present a doctor's certificate showing fitness to return to work.

If returning from a non-work-related medical leave you will be offered the same position held at the time of leaving, if available. If this position is not available, a comparable position will be offered. If neither the same nor a comparable position is available, your return to work will depend on job openings existing at the time of your scheduled return. There are no guarantees of reinstatement and your return will depend on your qualifications for existing openings.

This policy does not apply in cases of work-related injuries or illnesses. California workers' compensation laws govern such work-related disabilities, and the Town intends to fully comply with these laws.

PREGNANCY-RELATED DISABILITY LEAVE

Pregnancy will be treated like any other disability, and an employee on leave will be eligible for temporary disability benefits in the same amount and degree as any other employee on leave.

Procedure: All female employees should advise the Town Clerk of their intent to take pregnancy leave as soon as possible. The individual should make an appointment with the Town Clerk so that the clerk may explain the following:

1. If requested by the employee and recommended by the employee's physician, the employee's work assignment may be changed as required to protect the health and safety of the employee and her child.
2. Request for transfers of job duties will be accommodated only if the job and security rights of others are not breached.

3. Temporary transfers due to health considerations will be granted where possible. However, the employee will receive the pay that accompanies the job, as is the case with any other temporary transfer due to temporary health reasons.
4. Pregnancy leave will usually begin when ordered by the employee's physician.
5. Leave returns will be allowed only when the employee's physician sends a release.
6. An employee will be allowed to utilize accrued vacation during a pregnancy disability leave.

Duration of the leave will be determined by the advice of the employee's physician, but employees may take up to six months, if they wish.

An employee returning from a pregnancy disability leave will be offered the same position held at the time of leaving, unless the job no longer exists, or the job has been filled in order to avoid undermining the Town's ability to operate safely and efficiently, or you are not capable of performing the job responsibilities. If your former position is not available, a substantially similar position will be offered unless there is not substantially similar position available or you filling the available position would substantially undermine the Town's ability to operate safely and efficiently, or you are not capable of performing the job responsibilities.

FAMILY MEDICAL LEAVE ACT (FMLA)/ CALIFORNIA FAMILY RIGHTS ACT (CFRA) LEAVE

Only eligible employees are entitled to take FMLA/CFRA leave. An **eligible employee** is one who:

- Works for the *Town of Fort Jones, or a covered agency*;
- Has worked for the employer for at least *12 months*;
- Has at least *1,250 hours* of service for the employer during the 12-month period immediately preceding the leave; and

The 12 months of employment do not have to be consecutive. That means any time previously worked for the same employer (including seasonal work) could, in most cases, be used to meet the 12-month requirement.

When an employee requests FMLA leave due to his or her own serious health condition, or a covered family member's serious health condition, the employer may require certification in support of the leave from a health care provider. An employer may also require second or third medical opinions (at the employer's expense) and periodic recertification of a serious health condition.

Employees can request a leave without pay for twelve workweeks for the following reasons under the FMLA/CFRA policy;

1. The birth and care of the newborn child of the employee within 1 year of birth;

2. Placement with the employee of a child for adoption or foster care and to care for newly placed child within 1 year of placement;
3. To care for an immediate family member (spouse, child, or parent) with a serious health condition;
4. When the employee is unable to work because of a serious health condition; or
5. Up to 26 workweeks per year for care of an ill or injured service member (qualifying exigency). The year begins on the first day of leave.

Public agencies are covered employers without regard to the number of employees employed. The following procedures shall apply when requests for family leave are made:

1. If the need for leave is foreseeable, the employee must provide reasonable advance notice to his/her supervisor or the Town Clerk, who will notify the Town Council. If the leave is needed due to a planned medical treatment or supervision, the employee must make a reasonable effort to schedule the treatment or supervision to avoid disruption of Town operations;
2. If the leave is needed to care for a sick child, spouse or parent, the employee must provide certification from the health care provider which states:
 - A. Date of commencement of the serious health condition;
 - B. Probable duration of the condition;
 - C. Estimated amount of time the health care provider will provide care;
 - D. Confirmation that the serious health condition warrants the participation of a family member;
3. The amount of leave actually granted by the Town will be determined by what is reasonable under the circumstances;
4. A request for family leave will be denied where undue hardship to the employer's operations would result;
5. The Town may deny a family leave request to care for a child where the child's other parent is already taking family leave or is unemployed;
6. An employee taking family leave will be allowed to continue participating in any health and welfare benefits plans in which he/she was enrolled prior to the first day of the leave. During any periods of unpaid family leave time, the Town will continue to pay for health insurance up to a maximum of four months. Should the leave time extend beyond four months, the employee may self-pay the premiums in order to continue coverage under the plan.

FMLA leave runs concurrently with, and is not in addition to, the leave entitlements provided by CFRA leave. CFRA leave may be added onto pregnancy disability leave. At the end of an employee's period(s) of pregnancy disability leave, a CFRA-eligible employee may request a CFRA leave of up to 12 workweeks for reason of birth of her child if the child has been born by this date. There is no requirement that either the employee or child have a serious health condition nor is there a requirement that the

employee no longer be disabled by her pregnancy, childbirth, or related medical condition before taking CFRA leave for reason of birth of her child.

An employee must give advance notice if he/she wants to take a CFRA leave. An employee shall provide at least verbal notice sufficient to make the employer aware the employee needs CFRA qualifying leave. The notice shall state the reason for the leave and its anticipated timing and duration. An employer may require 30 days advance notice before CFRA leave is to begin if the need for the leave is foreseeable. If 30 days is not feasible (e.g., not knowing when leave will be required to begin, a change in circumstances, or a medical emergency), notice must be given as soon as feasible. Under all circumstances, it is the employer's responsibility to designate leave, paid or unpaid, as CFRA leave. In addition, the employer shall respond to a leave request as soon as possible but no later than ten calendar days after receiving the request.

BEREAVEMENT LEAVE

Full-time regular or part-time regular employees may use up to five (5) days of earned sick or vacation leave to arrange and/or attend funeral activities when a death occurs in the immediate family. "Immediate family" means husband, wife, domestic partner, father, mother, daughter, son, sister, brother, grandparent, grandchild, step-grandparents, step-grandchildren, step-brothers, step-sisters, step-children, and the immediate family of the spouse, or any relative currently residing in the employee's household.

Time for attendance at the funeral of an acquaintance with no familial relationship to the employee may be granted without pay by the immediate supervisor/Town of Fort Jones City Administrator. The employee may also use personal time such as vacation leave.

PERSONAL LEAVE

A personal leave of absence without pay may be granted at the discretion of the Town. Requests for personal leave should be limited to unusual circumstances requiring an absence of longer than two weeks. Approved personal absences of shorter duration are not normally treated as leaves, but rather as excused absences without pay.

MILITARY LEAVE

The purpose of the Military Leave procedure is to establish how such a leave would impact the affected employee's employment status and benefits.

Employees ordered to report for military duty will be granted a military leave of absence in accordance with the State of California Military and Veterans Code and Federal law applicable to public employees. The procedure is as follows:

1. The first 30 consecutive calendar days of any such absence in a fiscal year will be considered paid leave if the ordered duty does not exceed 180 calendar days

(which includes time spent going to and returning from duty) and the employee has been with the Town a minimum of one year. Where a leave is unpaid, in most cases, employees may use their available compensatory time off or vacation leave balances for salary replacement. Pay for leave of absence may not exceed 30 days in any one fiscal year.

2. Contributions to retirement, life insurance, and medical and dental plans shall be suspended after the first 30 consecutive calendar days of military leave until the employee is reinstated if the employee has been with the Town a minimum of one year. However, upon approval of a leave of absence without pay, the employee may elect to continue benefits coverage at his/her own expense, with the exception of retirement.
3. Life insurance and long-term disability insurance benefits will be subject to the terms of the plan and treated the same as with other employees on other leaves of absence without pay.
4. Employees on active military duty are not entitled to accrue compensatory time off, vacation leave, sick, administrative, and holiday leave benefits.
5. Except for probationary employees, an employee's salary anniversary date shall be extended if his/her military leave of absence is in excess of 30 days. If an employee's military leave of absence exceeds 30 days, his/her salary anniversary date shall be extended the same length of time as his/her leave of absence, minus the first 30 days (i.e. if the employee's military leave of absence is 45 days, the employee's salary anniversary date shall be extended 15 days). If an employee is required to perform military reserve duties while on probation, his/her probationary period shall be extended the same length of time as the military leave. Such extension of the probationary period is not to cast aspersions on any employee, but simply a way to more accurately monitor employee performance.
6. Employees who have worked for the Town for a minimum of one year prior to the date upon which the military leave for active duty of training begins shall, for the first 180 days of the military leave, have the same rights and privileges to promotion and continuance in their position that the employee(s) would have been entitled to if not on military leave.
7. Employees returning from military leave for active duty of training are entitled to re-employment rights if:
 - A. The person has given advance written or verbal notice of such military service to the Town of Fort Jones
 - B. The cumulative length of the absence and of all previous absences from a position of employment with the Town of Fort Jones by reason of military service does not exceed five years; and
 - C. The returning veteran reports and submits a copy of the DD-214 to, the Town of Fort Jones in accordance with the notice provisions listed.
 - D. As long as the leave of absence is for active duty, upon the termination of the temporary military duty, the employee has an absolute right to be

restored to his/her former position and status, or to a position of comparable seniority status and pay, if such position exists, as long as the duty does not exceed 180 days and the employee is qualified to return to their former position.

- If no such comparable position exists, the employee shall have the same rights and privileges that he/she would have had if he/she had occupied the position when it ceased to exist and had not taken a temporary military leave of absence.

Exceptions to this policy will occur whenever necessary to comply with applicable laws.

JURY DUTY

The Town encourages employees to serve on jury selection or jury duty when called. Regular employees who are summoned for jury duty or for the purpose of serving as a witness for the Town will receive their regular earnings for hours lost from scheduled work. If the employee is excused from jury duty or witness service within normal working hours, the employee must return to work. Any remuneration received from the Court, except expenses for transportation, meals, and lodging, will be paid to the Town. A temporary, seasonal, or part-time employee called for jury duty will not be compensated for time lost while on jury duty but shall be entitled to retain the employee's jury fees.

Employees who need to spend time in court on personal cases, or when their appearance as a witness is not connected with his/her official duty, will not be granted a paid leave of absence.

ADDITIONAL TIME-OFF PROVISION

If an employee does not have enough time outside working hours to vote in a statewide election, the employee may take up to two hours to enable him or her to vote. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time, and time taken off shall be combined with the voting time available outside of working hours. Under these circumstances an employee will be allowed a maximum of two hours on the Election Day without loss of pay. Where possible, the employee shall give his/her supervisor/Town of Fort Jones City Administrator at least a two-day notice that time off to vote is needed.

VOLUNTEER FIREFIGHTERS

No employee shall receive discipline for taking time off to perform emergency duty as a firefighter. If you are participating as a volunteer firefighter, please alert your supervisor/Town of Fort Jones City Administrator so that he/she may know you need to take time off for emergency duty. If you need to take time off for emergency duty, please alert your supervisor/Town of Fort Jones City Administrator before taking time off, if possible.

SCHOOL ACTIVITY LEAVE

A parent, guardian, or grandparent who has custody of a child enrolled in a California public or private school, kindergarten through grade twelve, or licensed child day care facility, may take up to 40 hours (unpaid) each fiscal year (up to eight hours in any calendar month) to participate in activities at their child's school or day care facility. Employees may use their accrued paid time off for the time taken if they choose.

RECREATIONAL ACTIVITIES AND PROGRAMS

The Town or its insurer will not be liable for the payment of workers' compensation benefits for any injury that arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the employee's work-related duties.

X. ADDITIONAL PROVISIONS

USE OF SOCIAL NETWORKING

It is the policy of the Town of Fort Jones to manage the dissemination of information through social networking sites, blogs, microblogs, and virtual worlds that are via the Internet.

Purpose: To guarantee professionalism and privacy rights of department employees, volunteers, patients, fire victims and the public we serve. The following procedure shall apply to any employee's or volunteer's usage of the various social networking sites, blogs, microblogs, and virtual worlds:

1. No employee or volunteer shall use any social networking website, blog, microblog, virtual world, or any other form of electronic communication or media to disclose, discuss, disseminate, or comment on any information they gained as the result of their employment with the Town of Fort Jones. Electronic media includes, but is not limited to, digital photos, videos, audio recordings, and digital information. Social networking sites include, but are not limited to Facebook, Myspace, LinkedIn, and YouTube. Microblogs include, but are not limited to, twitter. Virtual worlds include but are not limited to Second Life and World of Warcraft.
2. No employee or volunteer shall use any form of digital or electronic communication to disclose or record any information for personal use that depicts the Town of Fort Jones, its employees, daily work activity or other sensitive information.
3. All reports, photography, videos, recordings or information created or obtained by an employee or volunteer while on-duty shall be considered work product and are property of the Town of Fort Jones. Disclosure of this information will be handled according to applicable laws and department/town policies.
4. No employee or volunteer shall use or post any Town of Fort Jones uniform, patch, insignia, symbol, trademark, or confidential information on a social

networking site, blog, microblog, or virtual world without the prior written authorization of the Town of Fort Jones or designee.

5. Employees or volunteers using social networking sites, blogs, microblogs, and virtual worlds shall clearly state that they are communicating their own viewpoints and are not a recognized representative of the Town of Fort Jones.
6. Employees conduct while using social networking sites, blogs, microblogs, and virtual worlds are subject to all applicable sections of the policies governing employee behavior and actions.
7. Employees who are using social networking sites, microblogs, blogs and virtual worlds to conduct investigations may be granted exemptions from the policy governing normal usage.

WORKPLACE VIOLENCE

The Town is committed to providing a safe, violence-free workplace for our employees. Due to this commitment, we discourage employees from engaging in any physical confrontation with a violent or potentially violent individual or from behaving in a threatening or violent manner. Threats, threatening language, or any other acts of aggression or violence made toward or by any employee will not be tolerated. A threat may include any verbal or physical harassment or abuse, attempts to intimidate others, menacing gestures, stalking, or any other hostile, aggressive, and/or destructive actions taken for the purposes of intimidation. This policy covers any violent or potentially violent behavior that occurs in the workplace or at Town-sponsored functions.

All Town employees bear the responsibility of keeping our work environment free from violence or potential violence. Any employee who witnesses or is the recipient of violent behavior should promptly inform their supervisor, manager, or the Human Resources Department. All threats will be promptly investigated. No employee will be subject to

retaliation, intimidation, or discipline as a result of reporting a threat in good faith under this guideline.

Any individual engaging in violence against the Town, its employees, or its property will be prosecuted to the full extent of the law. All acts will be investigated, and the appropriate action will be taken. Any such act or threatening behavior may result in disciplinary action up to and including termination.

The Town prohibits the possession of weapons on its property at all times, including our parking lots or Town vehicles. Additionally, while on duty, employees may not carry a weapon of any type, unless required for their position of employment. Weapons include, but are not limited to, handguns, rifles, automatic weapons, and knives that can be used as weapons (excluding pocketknives, utility knives, and other instruments that are used to open packages, cut string, and for other miscellaneous tasks), martial arts paraphernalia, stun guns, and tear gas. Any employee violating this policy is subject to discipline up to and including dismissal for the first offense.

Workplace violence includes:

1. Threats of any kind.
2. Threatening, physically aggressive, or violent behavior, such as intimidation of or attempts to instill fear in others.
3. Behavior that suggests a propensity towards violence, which can include belligerent speech, excessive arguing or swearing, sabotage or threats of sabotage, or a demonstrative pattern of refusal to follow the Town's policies and procedures.
4. Defacing Town property or causing physical damage to the facilities.
5. Bringing weapons or firearms of any kind on Town Property including parking lots, or while conducting Town business.

REPORTING

If any employee observes or becomes aware of any of the above-listed actions or behavior by an employee, customer, consultant, visitor, or anyone else, he or she should notify the Safety Officer, if a potentially violent non-work-related situation exists.

INVESTIGATION AND DISCIPLINE

All reports of workplace violence will be taken seriously and will be investigated promptly and thoroughly. In appropriate circumstances, the Town will inform the reporting individual of the results of the investigation.

To the extent possible, the Town will maintain confidentiality of the reporting party and of the investigation but may need to disclose results in appropriate circumstances, for example in order to protect individual safety.

The Town will not tolerate any retaliation against any employee who reports any acts or potential acts of workplace violence.

If the Town determines that workplace violence has occurred, the Town will take swift corrective action and will impose discipline on offending employees. The appropriate discipline will depend on the particular facts but may include written or oral warnings, probation, reassignment of responsibilities, suspension, and up to termination.

If violent behavior is that of a non-employee, the Town will take appropriate corrective action in attempt to ensure that such behavior is not repeated, by way of contact to the local law enforcement.

Under certain circumstances, the Town may forego disciplinary action on the condition that the employee takes a medical leave of absence. In addition, the Town may request that the employee participate in counseling, either voluntarily or as a condition of continued employment.

PUBLIC RECORDS ACT REQUESTS

The California Public Records Act (CPRA) is a California state law that gives the public the right to inspect and copy most records retained by governmental agencies in the

course of business. The CPRA regulates the public's access to the records and contains limited statutory circumstances when records need not be disclosed. With the exception of Police and Fire Department records, the Town Clerk is responsible for responding to requests for public records as the custodian of records. Prior to the release of any public documents, the Town department should consult with the Town Attorney and Town Clerk to ensure confidential documents are not released.

Commented [SM38]: What about the other documents/records?

CONFLICTS OF INTEREST

A conflict of interest exists where the employee's loyalties or actions are divided between the Town's interests and those of another, such as a competitor, supplier, or customer. Both the fact and the appearance of a conflict of interest should be avoided.

The responsibilities of the Town of Fort Jones necessitate that employees conduct their day-to-day activities in an ethical and responsible manner without conflict of interest in accordance with all applicable statutes, authorities, and regulations. The Town respects your rights to engage in activities outside of employment which are private in nature; however, you are expected to protect the Town's interests, avoid undue outside influence on work-related decisions or activities, and comply with all applicable laws and regulations.

To that end, employees are expected to devote their best efforts and attention to the full-time performance of their jobs by using good judgment, adhering to high ethical standards, and avoiding situations that create an actual or potential conflict between the employee's personal interests and the interests of the Town. Employees unsure as to whether a certain transaction, activity, or relationship constitutes a conflict of interest should discuss it with their immediate supervisor for clarification. While it is not feasible to describe all possible conflicts of interest that could develop, some of the more common conflicts, from which employees should refrain, include the following:

1. Accepting personal gifts or entertainment from customers, suppliers, or potential suppliers;
2. Working for a supplier, or customer;
3. Using proprietary or confidential Town information for personal gain or to the Town's detriment;
4. Having a direct or indirect financial interest in or relationship with a customer, or supplier;
5. Using Town assets for labor or personal use;
6. Acquiring any interest in property or assets of any kind for the purpose of selling or leasing it to the Town; or
7. Committing the Town to give its financial or other support to any outside activity or organization; or
8. Developing a personal relationship with a subordinate employee.

If an employee or someone with whom an employee has a close relationship (a family

member or close companion) has a financial or employment relationship with a customer, supplier, or potential supplier, the employee must disclose this fact in writing to their supervisor, Personnel Officer, Town Clerk, Town Attorney, or Administrator. Employees should be aware that if they enter into a personal relationship with a supplier or customer, a conflict of interest may exist which requires full disclosure to the Town.

Employees may engage in outside employment, provided that they disclose such employment and get written approval from their immediate supervisor. Written approval is to be obtained annually. Written approval needs to be sent to [the Human Resource Department] so that it can be retained in the employee's personnel file. Failure to adhere to this guideline, including failure to disclose any conflicts or to seek an exception, will result in discipline, up to and including termination.

Commented [SM39]: Confirm

TRAVEL REIMBURSEMENT

Employees will be reimbursed for reasonable expenses incurred in connection with approved travel on behalf of the Town. Travelers seeking reimbursement should incur the lowest reasonable travel expenses and exercise care to avoid the appearance of impropriety. If a circumstance arises that is not specifically covered in the travel policies, the most conservative course of action should be adopted.

Travel for staff must be authorized in advance. Travelers should verify that planned travel is eligible for reimbursement before making travel arrangements. Upon completion of the trip, and within 30 days, the traveler must submit a Travel Request/Expense Report and supporting documentation to obtain reimbursement of expenses.

Exempt employees will be paid their regular salary for the time in which they travel. Nonexempt employees will be paid for travel time in accordance with federal and state wage payment laws.

Examples of non-reimbursable expenses include, but are not limited to: personal portion of any trip; political or charitable contributions; family expenses including partner's expenses when accompanying employees as well as children or pet-related expenses; alcoholic beverages; gratuity, entertainment expenses including movies, sporting events, or other cultural events; non-mileage auto expenses including repairs, traffic/parking citations, insurance or gasoline; and personal losses incurred while on Town business.

1. **Airfare:** Coach class priced on round-trip purchase; or one-way (both directions) whichever is most cost effective. Every attempt should be made to secure advance pricing.
2. **Automobile:** Mileage will be reimbursed based on current IRS mileage rates. These rates are intended to compensate the driver for gasoline, insurance, maintenance and other expenses. This amount does not include bridge and road

tolls, which are also reimbursable when necessarily incurred. Every attempt to travel in a Town vehicle should be made prior to using a personal vehicle. Please also see the Vehicle & Motorized Equipment Policy.

3. **Car Rental:** Economy, compact or mid-sized rentals only. If several officials and/or employees are sharing a car rental, a larger size may be appropriate. Attempts should be made to acquire the lowest rate through competitive shopping and advance reservations. Applicable loss damage waiver insurance is encouraged. Car rentals may be considered an alternative to airfare or mileage reimbursement where the cost of airfare or mileage equals or exceeds the cost of car rental.
4. **Taxis/Shuttles:** Taxis or shuttle fares may be reimbursed, including a gratuity not to exceed 15 percent per fare, when the cost of such fares are equal to or less than the cost of car rentals, gasoline and parking combined, or when such transportation is necessary for time-efficiency.
5. **Conference/Meetings:** If such lodging is in connection with a conference, lodging expenses must not exceed the group rate published by the conference sponsor for the meeting in question if such rates are available at the time of booking. If the group rate is not available, see below.
6. **Other Lodging:** Travelers must request government rates, when available. A listing of hotels offering rates in different areas is available through the State of California's "Lodging Guide Program." Lodging rates that are equal to or less than government rates are presumed to be reasonable and reimbursable for purposes of this policy.
7. **Meal Reimbursement:** Employees authorized to travel for Town business may claim reimbursement for meals in accordance with the following schedule (For overnight travel, the costs of meals shall be the maximum reimbursement amount as provided in a single calendar day):

IF TRAVEL DEPARTURE TIME IS:	OR TRAVEL RETURN TIME IS:	MEAL ELIGIBILITY
Before 6:30 a.m.	After 8:30 a.m.	Breakfast-\$10.00
6:30 a.m. or after and before 11:00 a.m.	After 1:30 p.m.	Lunch- \$15.00
11:00 a.m. or after and before 6:30 p.m.	After 6:30 p.m.	Dinner- \$25.00

- When claiming per diem meal reimbursement no receipts shall be required for reimbursement. However, at the sole discretion of the Town Council, or his/her designated representative, an employee may be required to submit substantiating evidence, including, but not limited to, a personal affidavit

stating that the claim meets the requirements of this policy. Per Diem meal reimbursements may also be provided in advance of travel.

- No reimbursement shall be made for meals within a twenty (20) mile radius of the Town or the employees' residence without the prior approval of the Town Council, or his/her designated representative.
- 8. **Non-Travel.** Purchase of meals for a group that are paid by the Town are, in general, limited to those that serve a valid business purpose. A detailed receipt must be submitted for reimbursement, which includes the names of attendees, along with the purpose. Employees are expected to exercise good judgment.
- 9. The Town will reimburse the cost of the first piece of checked luggage only. Internet, phone and fax expenses incurred on business will be reimbursed upon submission of a photocopy of the bill and reasonable justification that the expense was necessary for business.

Commented [SM40]: What is the purpose? Do we keep?

If traveling with a Town issued credit card, all employees must adhere to the credit card policy. It should be recognized that some expenditures may be subject to reporting under the Political Reform Act and/or other laws or may be prohibited altogether.

All Town expenditures are public records subject to disclosure under the Public Records Act. Violation of this policy, improper use of public resources or falsifying expense reports may result in any or all of the following: loss of reimbursement privileges; a demand for restitution to the Town; Civil penalties up to the maximum per day and three times the value of the resources used; prosecution for misuse of public resources; disciplinary action, up to and including termination, dependent upon the severity and frequency.

ACKNOWLEDGEMENT OF RECEIPT

I have received my copy of the Town's Employee Handbook. I understand and agree that it is my responsibility to read and familiarize myself with the policies and procedures contained in this handbook.

I understand that the Town can change any and all policies and practices at any time. I understand and agree, that other than the Town Council, no manager, supervisor or representative of the Town has the authority to enter into any agreement, express or implied, offer employment for any specific period of time, or to make any agreement for employment other than at-will; only the Town Council has the authority to make any such agreement and then only in writing signed by the Town Council.

I understand and agree that nothing in the employee handbook creates or is intended to create a promise or representation of continued employment.

This handbook supersedes all prior agreements, understandings and representations concerning my employment with the Town.

Employee Signature_____ **Date**_____



THE TOWN OF FORT JONES

TO: FORT JONES CITY COUNCIL

MEETING DATE: May 8, 2023

FROM: RACHEL AGRON

SUBJECT: Fee Schedule for Non-Event Use

BACKGROUND

The Town has an existing fee schedule for renting the Community Hall to residents seeking an event venue. However, various community members have requested to use the hall for gatherings that do not fall under that classification, such as classes, trainings, and meetings. This proposed fee schedule for non-event use of the Community Hall offers a special rate to non-profit organizations and public agencies, with a graduated fee schedule for commercial/individual use and instructional classes.

RECOMMENDATION

Staff recommends that the Council adopt the attached fee schedule for non-event use of the Community Hall.

Monday, May 8, 2023

Fee Schedule For Non Event Use

- Background
 - A fee schedule has been adopted for event use of Town buildings and parks but not for non event use. These fees would cover meetings , private individual use and trainings.
 - Here is what other local Cities charge.
 - Yreka \$50 for a room at the Community Center
 - Montague \$120 for a room including kitchen for day
 - Dorris \$15 per hour
 - Weed \$100 for a small room with projector and screen for day
 - Mount Shasta has a breakdown by classification. I have included the ones that would be relevant to Fort Jones.
 - b. Non profit / Public Agency group
 - c. Private Individual
 - e. Commercial for profit / Organization/ Private group
- b.\$25 per hour
- c.\$30 per hour
- e.\$45 per hour
- Instructional classes \$25 per hour (minimum of 2 hours)

Monday, May 8, 2023

Proposed Fees For Non Event Use

- Non profit / Public Agency Group
- \$15 per hour
- Commercial / Individual use
- \$20 per hour
- Instructional classes
- \$25 per hour
-



THE TOWN OF FORT JONES

TO: FORT JONES CITY COUNCIL
MEETING DATE: May 8, 2023
FROM: RACHEL AGRON
SUBJECT: Waiver and Release of Liability

BACKGROUND

A group of residents has been meeting at the Scout Hall to play Pickleball. Until now, the group has not entered into any kind of waiver or release of liability. This could leave the Town exposed to possible litigation in the event that one or more of the players becomes injured.

RECOMMENDATION

Staff recommends that the Council adopt the attached Waiver and Release of Liability.

WAIVER AND RELEASE OF LIABILITY

IN CONSIDERATION OF the risk of injury that exists while participating in PICKLE BALL (hereinafter the "Activity"); and

IN CONSIDERATION OF my desire to participate in said Activity and being given the right to participate in same;

I HEREBY, for myself, my heirs, executors, administrators, assigns, or personal representatives (hereinafter collectively, "Releasor," "I" or "me"; which terms shall also include Releasor's parents or guardian if Releasor is under 18 years of age), knowingly and voluntarily enter into this WAIVER AND RELEASE OF LIABILITY and hereby waive any and all rights, claims or causes of action of any kind arising out of my participation in the Activity; and

I HEREBY release and forever discharge TOWN OF FORT JONES, located at 11960 East St, Fort Jones, California 96032, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns (collectively "Releasees"), from any physical or psychological injury that I may suffer as a direct result of my participation in the aforementioned Activity.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO: PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL TO AND FROM THE ACTIVITY, OR FROM CONDITIONS AT THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY.

I FURTHER AGREE to indemnify, defend and hold harmless the Releasees against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs.

I FURTHER ACKNOWLEDGE that Releasees are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Releasees. In the event that I should require medical care or treatment, I authorize Town of Fort Jones to provide all emergency medical care deemed necessary, including but not limited to, first aid, CPR, the use of AEDs, emergency medical transport, and sharing of medical information with medical personnel. I further agree to assume all costs involved and agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

I FURTHER ACKNOWLEDGE that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. I agree not to participate in the Activity unless I am medically able and properly trained, and I agree to abide by the decision of the Town of Fort Jones official or agent, regarding my approval to participate in the Activity.

I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE Town of Fort Jones AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST Town of Fort Jones FOR PERSONAL INJURY OR PROPERTY DAMAGE.

To the extent that statute or case law does not prohibit releases for ordinary negligence, this release is also for such negligence on the part of Town of Fort Jones, its agents, and employees.

I agree that this Release shall be governed for all purposes by California law, without regard to any conflict of law principles. This Release supersedes any and all previous oral or written promises or other agreements.

In the event that any damage to equipment or facilities occurs as a result of my or my family's or my agent's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any such actions of neglect or recklessness.

THIS WAIVER AND RELEASE OF LIABILITY SHALL REMAIN IN EFFECT FOR THE DURATION OF MY PARTICIPATION IN THE ACTIVITY, DURING THIS INITIAL AND ALL SUBSEQUENT EVENTS OF PARTICIPATION.

THIS AGREEMENT was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both Participant, _____ and Town of Fort Jones agree that this agreement is clear and unambiguous as to its terms, and that no other evidence shall be used or admitted to alter or explain the terms of this agreement, but that it will be interpreted based on the language in accordance with the

purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

In the event of an emergency, please contact the following person(s) in the order presented:

Emergency Contact

Contact Relationship

Contact Telephone

I, THE UNDERSIGNED PARTICIPANT, AFFIRM THAT I AM OF THE AGE OF 18 YEARS OR OLDER, AND THAT I AM FREELY SIGNING THIS AGREEMENT. I CERTIFY THAT I HAVE READ THIS AGREEMENT, THAT I FULLY UNDERSTAND ITS CONTENT AND THAT THIS RELEASE CANNOT BE MODIFIED ORALLY. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND THAT I AM SIGNING IT OF MY OWN FREE WILL.

Participant's Name:

Participant's Address:

8

Signature:

Date:

PARENT / GUARDIAN WAIVER FOR MINORS

In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian; as follows:

I **HEREBY CERTIFY** that I am the parent or guardian of _____, named above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

Parent / Guardian Name:

Relationship to Minor:

Signature:

Date:
