



City of Etna

AGENDA FOR THE REGULAR MEETING OF THE ETNA CITY COUNCIL

DATE OF THE MEETING: August 26, 2024

TIME OF THE MEETING: 6:30 pm

PLACE OF THE MEETING: 442 Main Street Etna, CA, and TELECONFERENCE (Zoom)

1. Call to Order
 - a. Pledge of Allegiance
 - b. Roll Call
2. Public Comment - Non-Agenda Items - The City Council cannot take action or comment on non-agenda items.
3. CONSENT CALENDAR
 - a. Minutes of the Regular Meeting July 22, 2024
 - b. Invoice Approval List
 - c. Resolution 2024-012 – A Resolution of the City Council of the City of Etna Electing to Adopt the Uniform Public Construction Cost Accounting Act (CUPCCA) Procedures.
 - d. Second & Final Reading of Ordinance 226 to Provide Cooperative Purchasing and to Provide for Informal Bidding Procedures Pursuant to the Uniform Public Construction Cost Accounting Act
 - e. Resolution 2024-013 – A Resolution Approving an Application for Funding and the Execution of a Grant Agreement and any Amendments There to From the 2023 and/or 2024 Funding Year of the State CDBG Program
 - f. Resolution 2024-014 – A Resolution of the City Council of the City of Etna Authorizing the Destruction of Certain Records and Files
4. DEPARTMENT REPORTS

*Pool*Police*Public Works*Fire*Ambulance*Clerk*Mayor*City Manager*City Council/Committee
5. CURRENT BUSINESS
 - a. Discuss/Approve Partnership with Siskiyou County Public Health Providing Mobile Health and Outreach Services to the Community Members in Etna
 - b. Recognition of Clint Whitchurch as the City of Etna Fire Chief
 - c. Discuss/Approve Fire Department Purchase of \$4,509.80 for Parts to Repair Engine 1411
 - d. Discuss/Approve Siskiyou County Transportation Agency Stage Joint Powers Agreement (JPA)
 - e. Discuss/Approve Personnel Policies City Administrator, Personnel Rules and Policies for City Staff
6. CLOSED SESSION
 - a. Pursuant to Government Code §54956.9(d)(1) Conference with Legal Counsel – Existing Litigation
 1. Federal Home Loan Mortgage vs. City of Etna
 - b. Pursuant to Government Code §54957(b) Personnel Matters – Public Employee Performance Evaluation
 1. Ambulance Director
 2. Fire Chief
7. CITY COUNCIL STATEMENTS AND REQUESTS

8. ADJOURNMENT

Zoom Teleconference Information:

Phone: 1-669-444-9171 US Meeting ID: 890 4658 2514

<https://us06web.zoom.us/j/89046582514>

The City of Etna does not discriminate based on disability in the admissions or access to, or treatment of or employment in, its programs or activities. Disability-related aids or services, including printed information in alternate formats, to enable persons with disabilities to participate in public meetings are available. If any accommodations are needed, please contact Pamela Eastlick at 530-467-5256 p.eastlick@etnaca.com. Requests should be made as soon as possible but recommended between three days to one week prior to the scheduled meeting.



**MINUTES
REGULAR MEETING OF THE ETNA CITY COUNCIL
Monday July 22, 2024**

Members of the Etna City Council met on this 22nd day of July in person and via TELECONFERENCE (Zoom.) Mayor Cliff Munson called the meeting to order and led in the salute to the flag of the United States of America.

1. Call to Order:

a. Roll Call

Councilmembers Brandon Fawaz, Jason Deppen, Mayor Cliff Munson, Charnna Gilmore, and John Stacher were present.

2. Public Comments on Non-Agenda Items:

Julie Plank commented about a significant requirement of police activity for a house near hers. Plank stated that there is constant fighting, they allow their dogs to roam around, and there is a lot of noise. Etna Police encouraged Plank to address the Council with her concerns. Plank also commented about lack of speed enforcement.

3. Consent Calendar:

- a. Minutes of the Regular Meeting June 24, 2024**
- b. Minutes of the Emergency Meeting July 11, 2024**
- c. Invoice Approval List**

Councilmember John Stacher requested the record show that he would like to change his vote to "No" on item "b" regarding the City of Etna's Water Conservation & Outreach Plan for the June 24, 2024. More discussion.

Councilmember Deppen made a motion to approve, Councilmember Gilmore seconded, and the motion passed.

Ayes: Stacher, Gilmore, Munson, Deppen, Fawaz

4. Department Reports:

Pool Manager Lisa West reported that the pool season is going well. West explained some of the swim lesson cancellations and issues with staff. Discussion regarding the resurfacing of the pool and Jenny Zink having found a contractor to possibly resurface the pool. City Clerk Pamela Eastlick commented about the process of estimates being submitted for projects.

Police Chief Josh Short is still waiting for stats from dispatch. Chief Short updated the Council about staffing his department on the Shelly Fire. There has been an increase in calls for service recently. Chief Short spoke about code enforcement issues.

Public Works Director Dan Burbank reported about fire hydrants and fire trucks filling up. Burbank mentioned the fire camp dumping and the invoicing process. Councilmember Stacher commented on the current water supply. Councilmember Fawaz commented about the amount being charged for city services related to emergency incidents. Burbank is planning to research other costs and increase the prices. Stacher appreciated Burbank for

keeping his department operating smoothly while trying to protect and save his home and property from the Shelly Fire.

Fire Chief Alan Kramer reported about another fire that was down at the trailer park. Chief Kramer has been attending the daily Shelly Fire briefings and gave an update to the Council and audience about current fire conditions. They are still working on repairing one of the fire engines. Chief Kramer and his wife will be out of town for a couple of weeks. Stacher thanked Chief Kramer for the fire breaks on his property.

Ambulance Director Teresa Arrwood provided a written report in the Council packet. Arrwood explained that she was unable to assign an ambulance on the Shelly Fire incident due to lack of staff. Arrwood was able to staff two ambulances during the fire emergency and is hoping to work with City Manager Jeff Mitchem to have some staff costs reimbursed by FEMA.

City Clerk Eastlick reported an increase in calls concerning very tall dry grass throughout town on private vacant properties. There has been another CDBG payoff just over \$100,000.

Mayor Munson gave a brief report/update on the Pacific Power Work Credits available from the County to help with undergrounding power on Main Street.

City Manager Jeff Mitchem reported that he has been working closely with City Attorney Andrew Jared on various policies, and municipal code updates. Mitchem is planning to sit down with Chief Short and Jared to go over public safety issues and ordinances that may need to be updated.

Fawaz mentioned that one of the dozer operators that worked on the dozer lines may possibly approach the City for payment for some of the work. Fawaz complimented Chief Short and Chief Kramer for their work during the Shelly Fire. Fawaz encouraged the Council in moving forward in with forming the Emergency Services District.

5. Current Business:

a. Discuss/Approve Federal Excess Personal Property (FEPP) Cooperative Agreement Number 992618 with CAL FIRE and Approve Resolution 2024-011 Authorizing Application for FEPP.

Councilmember Deppen made a motion to approve, Councilmember Stacher seconded, and the motion passed.

Ayes: Stacher, Gilmore, Munson, Deppen, Fawaz

b. Introduction and First Reading of Ordinance to Provide for Cooperative Purchasing and to Provide for Informal Bidding Procedures Pursuant to the Uniform Public Construction Cost Accounting Act (CUPCCA); Discuss/Approve Resolution 2024-012 of the City Council of the City of Etna Electing to Adopt Procedures; Finding Such Action Exempt from CEQA.

City Manager Jeff Mitchem explained that with the concerns of City Attorney Andrew Jared and himself regarding the City's current purchasing policy and practices having this policy in place will help resolve those concerns. Jared added that this will also help with saving time and money with cooperative purchasing and

avoiding some of the RFP processes. CUPCCA is specifically for Public Works Projects, and it will cut down time and effort to bid out for a project and allows for a threshold up to \$60,000 for staff to work on related projects. Mayor Munson read the title of the CUPCCA Ordinance 226. No action taken.

c. Discuss/Approve Strategic Planning Update and File the Discussion Draft Strategic Plan.

City Manager Jeff Mitchem gave a background on this item and presented a draft version of the City's Strategic Plan. The Council gave feedback. Director Arrwood asked about future meetings scheduled to discuss community services district. Mitchem explained that this is a working document and requested the Council to review it.

d. Discuss Budget Update.

Mitchem and Clerk Eastlick have been working together on balancing the General Fund.

6. CLOSED SESSION

a. Pursuant to Government Code §54957(b) Public Employee Performance Evaluation.

1. City Manager

2. Fire Chief

City Council gave direction to staff.

7. City Council Statements and Requests:

None.

8. Adjournment:

There being no further business Mayor Cliff Munson adjourned the meeting at 9:00 pm.

Respectfully submitted,

Jenny Bennett
Asst. City Clerk

INVOICE APPROVAL LIST REPORT - DETAIL WITH GL DIST

Date: 07/22/2024

Time: 3:37 pm

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City of Etna

Vendor Name	Invoice Description1	Ref No.	Discount Date	
Vendor Name Line 2	Invoice Description2	PO No.	Pay Date	
Vendor Address	Vendor Number		Due Date	Taxes Withheld
City	Bank	Check No.	Check Date	Discount Amount
State/Province Zip/Postal	Invoice Number			Check Amount

ALAN KRAMER	Reim: Medical Exam	27137	06/30/2024	
			07/22/2024	
PO BOX 751	AL KR		06/30/2024	0.00
ETNA	GF	0	00/00/0000	0.00
CA 96027				100.00
GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
50-45-740.00	MEDICAL EXPENSES		100.00	0.00
		Check No.	0	Total: 100.00
		Total for	ALAN KRAMER	100.00

BRODERICK GENERAL ENGINEERING	Street Sweeper	27114	06/30/2024	
			07/22/2024	
21750 8TH ST. E SUITE B	BROD		06/30/2024	0.00
SONOMA	GF	0	00/00/0000	0.00
CA 95476				25,000.00
GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
10-60-900.00	CAPITAL OUTLAY		25,000.00	0.00
BRODERICK GENERAL ENGINEERING	Spare Main Broom	27115	07/01/2024	
			07/22/2024	
21750 8TH ST. E SUITE B	BROD		07/01/2024	0.00
SONOMA	GF	0	00/00/0000	0.00
CA 95476				1,000.00
GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
10-60-880.00	MAINTENANCE & SUPPLIES		333.33	0.00
40-30-880.00	MAINTENANCE & SUPPLIES		333.33	0.00
45-33-880.00	MAINTENANCE & SUPPLIES		333.34	0.00
		Check No.	0	Total: 26,000.00
		Total for	BRODERICK GENERAL ENGINEEF	26,000.00

C & K MARKET	Supplies	27132	06/30/2024	
			07/22/2024	
P O BOX 408	C&K		06/30/2024	0.00
ETNA	GF	0	00/00/0000	0.00
CA 96027				63.10
GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
10-25-870.00	OFFICE SUPPLIES		63.10	0.00
		Check No.	0	Total: 63.10
		Total for	C & K MARKET	63.10

CLINT WHITCHURCH	Reim: Medical Exam	27142	06/30/2024	
			07/22/2024	
PO BOX 94	WHITCHURCH		06/30/2024	0.00
ETNA	GF	0	00/00/0000	0.00
CA 96027				100.00
GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved

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Vendor Name	Invoice Description 1	Ref No.	Discount Date	
Vendor Name Line 2	Invoice Description 2	PO No.	Pay Date	
Vendor Address	Vendor Number		Due Date	Taxes Withheld
City	Bank	Check No.	Check Date	Discount Amount
State/Province Zip/Postal	Invoice Number			Check Amount
50-45-740.00	MEDICAL EXPENSES			100.00 0.00
		Check No.	0	Total: 100.00
		Total for	CLINT WHITCHURCH	100.00

DAWN SCHOTT	Reim: Medical Exam	27138	06/30/2024	
			07/22/2024	
PO BOX 387	SCHOTT		06/30/2024	0.00
FORT JONES	GF	0	00/00/0000	0.00
CA 96032				100.00
GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
50-45-740.00	MEDICAL EXPENSES		100.00	0.00
		Check No.	0	Total: 100.00
		Total for	DAWN SCHOTT	100.00

DUSTIN WAILES	Reim: Medical Exam	27141	06/30/2024	
			07/22/2024	
9705 N. STATE HWY. 3	WAILES		06/30/2024	0.00
FORT JONES	GF	0	00/00/0000	0.00
CA 96032				100.00
GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
50-45-740.00	MEDICAL EXPENSES		100.00	0.00
		Check No.	0	Total: 100.00
		Total for	DUSTIN WAILES	100.00

GREAT NORTHERN SERVICES	Admin Fees	27122	07/16/2024	
			07/22/2024	
310 BOLES STREET	GNC		07/16/2024	0.00
WEED	GF	0	00/00/0000	0.00
CA 96094	121324-0624			554.27
GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
70-35-760.00	PROFESSIONAL & CONTRACT SERVCS		554.27	0.00
		Check No.	0	Total: 554.27
		Total for	GREAT NORTHERN SERVICES	554.27

HENRY SCHEIN MEDICAL	Medical Supplies	27119	07/03/2024	
			07/22/2024	
PO BOX 7156	HENRYSH		07/03/2024	0.00
PASADENA	GF	0	00/00/0000	0.00
CA 91109-7156	97395289			504.96
GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
50-45-872.00	MEDICAL SUPPLIES		504.96	0.00

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Vendor Name	Invoice Description1	Ref No.	Discount Date	
Vendor Name Line 2	Invoice Description2	PO No.	Pay Date	
Vendor Address	Vendor Number		Due Date	Taxes Withheld
City	Bank	Check No.	Check Date	Discount Amount
State/Province Zip/Postal	Invoice Number			Check Amount

HENRY SCHEIN MEDICAL	Medical Supplies	27121	07/08/2024	
			07/22/2024	
PO BOX 7156	HENRYSH		07/08/2024	0.00
PASADENA	GF	0	00/00/0000	0.00
CA 91109-7156	97514282			348.02

GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
50-45-872.00	MEDICAL SUPPLIES		348.02	0.00

HENRY SCHEIN MEDICAL	Medical Supplies	27126	07/15/2024	
			07/22/2024	
PO BOX 7156	HENRYSH		07/15/2024	0.00
PASADENA	GF	0	00/00/0000	0.00
CA 91109-7156	98285224			119.05

GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
50-45-872.00	MEDICAL SUPPLIES		119.05	0.00

Check No.	0	Total:	972.03
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Total for	HENRY SCHEIN MEDICAL	972.03
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J.P. COOKE CO.	24-25 Dog Licenses Tags	27116	05/10/2024	
			07/22/2024	
1311 HOWARD ST. BOX 3848	JPC		05/10/2024	0.00
OMAHA	GF	0	00/00/0000	0.00
NE 68103	833690			89.35

GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
10-25-875.00	SPECIAL DEPT SUPPLIES & EQUIP		89.35	0.00

Check No.	0	Total:	89.35
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Total for	J.P. COOKE CO.	89.35
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JAYSEN SCROGGINS	Reim: Medical Exam	27139	06/30/2024	
			07/22/2024	
124 S. HWY. 3	SCROGGINS		06/30/2024	0.00
ETNA	GF	0	00/00/0000	0.00
CA 96027				100.00

GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
50-45-740.00	MEDICAL EXPENSES		100.00	0.00

Check No.	0	Total:	100.00
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Total for	JAYSEN SCROGGINS	100.00
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JOSEPH HESS	Reim: Medical Exam	27134	06/30/2024	
			07/22/2024	
PO BOX 1105	JHESS		06/30/2024	0.00
FORT JONES	GF	0	00/00/0000	0.00
CA 96032				100.00

GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
50-45-740.00	MEDICAL EXPENSES		100.00	0.00

Check No.	0	Total:	100.00
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Vendor Name	Invoice Description1	Ref No.	Discount Date	
Vendor Name Line 2	Invoice Description2	PO No.	Pay Date	
Vendor Address	Vendor Number		Due Date	Taxes Withheld
City	Bank	Check No.	Check Date	Discount Amount
State/Province Zip/Postal	Invoice Number			Check Amount
		Total for	JOSEPH HESS	100.00

KIP VAN DE WATER	Reim: Medical Exam	27140	06/30/2024	
			07/22/2024	
	VANDEWATER		06/30/2024	0.00
	GF	0	00/00/0000	0.00
				100.00

GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
50-45-740.00	MEDICAL EXPENSES		100.00	0.00
		Check No. 0	Total:	100.00
		Total for	KIP VAN DE WATER	100.00

LARRY HICKS	Reim: Medical Exam	27136	06/30/2024	
			07/22/2024	
PO BOX 621	LH		06/30/2024	0.00
ETNA	GF	0	00/00/0000	0.00
CA 96027				100.00

GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
50-45-740.00	MEDICAL EXPENSES		100.00	0.00
		Check No. 0	Total:	100.00
		Total for	LARRY HICKS	100.00

LIFE ASSIST	Medical Supplies	27117	07/08/2024	
			07/22/2024	
11277 SUNRISE PARK DRIVE	LA		07/08/2024	0.00
RANCHO CORDOVA	GF	0	00/00/0000	0.00
CA 95742	1452467			416.17

GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
50-45-872.00	MEDICAL SUPPLIES		416.17	0.00
		Check No. 0	Total:	416.17
		Total for	LIFE ASSIST	416.17

LINCOLN AQUATICS	Pool Chemicals	27143	07/08/2024	
			07/22/2024	
PO BOX 60130	LEI		07/08/2024	0.00
CITY OF INDUSTRY	GF	0	00/00/0000	0.00
CA 91716-8248	SN119877			1,759.54

GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
23-70-877.00	CHEMICALS		1,759.54	0.00
		Check No. 0	Total:	1,759.54
		Total for	LINCOLN AQUATICS	1,759.54

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Vendor Name	Invoice Description1	Ref No.	Discount Date	
Vendor Name Line 2	Invoice Description2	PO No.	Pay Date	
Vendor Address	Vendor Number		Due Date	Taxes Withheld
City	Bank	Check No.	Check Date	Discount Amount
State/Province Zip/Postal	Invoice Number			Check Amount

MITCHEM PLANNING	City Manager Services	27123	07/22/2024	
			07/22/2024	
642 JAYGENE CT.	JMITCH		07/22/2024	0.00
ETNA	GF	0	00/00/0000	0.00
CA 96027	2024-CI-04			6,080.00

GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
10-20-760.00	PROFESSIONAL & CONTRACT SERVCS		3,678.40	0.00
25-60-760.00	PROFESSIONAL & CONTRACT SERVCS		115.52	0.00
29-60-760.00	PROFESSIONAL & CONTRACT SERVCS		285.76	0.00
40-30-760.00	PROFESSIONAL & CONTRACT SERVCS		1,039.68	0.00
45-33-760.00	PROFESSIONAL & CONTRACT SERVCS		960.64	0.00

Check No.	0	Total:	6,080.00
Total for	MITCHEM PLANNING		6,080.00

PACE ANALYTICAL	Wastewater Testing	27124	06/30/2024	
			07/22/2024	
PO BOX 684056	PACE ANALY		06/30/2024	0.00
CHICAGO	GF	0	00/00/0000	0.00
IL 60695-4056	515006			498.76

GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
45-33-795.00	LABORATORY TESTS		498.76	0.00

Check No.	0	Total:	498.76
Total for	PACE ANALYTICAL		498.76

PACIFIC POWER	401 Island Rd. Sewerplant	27120	06/24/2024	
			07/22/2024	
PO BOX 26000	PP		06/24/2024	0.00
PORTLAND	GF	0	00/00/0000	0.00
OR 97256-0001				335.91

GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
45-33-840.10	ELECTRIC		335.91	0.00

Check No.	0	Total:	335.91
Total for	PACIFIC POWER		335.91

SAMANTHA HESS	Reim: Medical Exam	27135	06/30/2024	
			07/22/2024	
PO BOX 1105	SAMANHES		06/30/2024	0.00
FORT JONES	GF	0	00/00/0000	0.00
CA 96032				100.00

GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
50-45-740.00	MEDICAL EXPENSES		100.00	0.00

Check No.	0	Total:	100.00
Total for	SAMANTHA HESS		100.00

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Vendor Name	Invoice Description1	Ref No.	Discount Date	
Vendor Name Line 2	Invoice Description2	PO No.	Pay Date	
Vendor Address	Vendor Number		Due Date	Taxes Withheld
City	Bank	Check No.	Check Date	Discount Amount
State/Province Zip/Postal	Invoice Number			Check Amount
SAN DIEGO POLICE EQUIPMENT CO	PD Ammo	27118	07/01/2024	
			07/22/2024	
8205-A RONSON ROAD	SDPECO		07/01/2024	0.00
SAN DIEGO	GF	0	00/00/0000	0.00
CA 92111	662134			2,175.57

GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
53-40-875.00	SPECIAL DEPT SUPPLIES & EQUIP		2,175.57	0.00
		Check No. 0	Total:	2,175.57
		Total for	SAN DIEGO POLICE EQUIPMENT (	2,175.57

SHN CONSULTING ENGINEERS	Etna SSMP	27127	07/16/2024	
			07/22/2024	
	SHN		07/16/2024	0.00
	GF	0	00/00/0000	0.00
	121882			894.75

GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
45-33-760.00	PROFESSIONAL & CONTRACT SERVCS		894.75	0.00
		Check No. 0	Total:	894.75
		Total for	SHN CONSULTING ENGINEERS	894.75

USA BLUEBOOK	Algae Control Sewer	27131	07/15/2024	
			07/22/2024	
PO BOX 9004	USA BLUE		07/15/2024	0.00
GURNEE	GF	0	00/00/0000	0.00
IL 60031-9004	INV00421618			1,427.76

GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
45-33-880.00	MAINTENANCE & SUPPLIES		1,427.76	0.00
		Check No. 0	Total:	1,427.76
		Total for	USA BLUEBOOK	1,427.76

WILGUS FIRE CONTROL, INC	Extinguisher Service City Hall	27128	04/10/2024	
SAFEGUARD FIRE PROTECTION			07/22/2024	
1703 SONOMA ST	WFC		04/10/2024	0.00
REDDING	GF	0	00/00/0000	0.00
CA 96001	1396041124			548.48

GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
10-50-850.00	EQUIPMENT MAINTENANCE		548.48	0.00

WILGUS FIRE CONTROL, INC	Extinguisher Service Fire Hall	27129	04/10/2024	
SAFEGUARD FIRE PROTECTION			07/22/2024	
1703 SONOMA ST	WFC		04/10/2024	0.00
REDDING	GF	0	00/00/0000	0.00
CA 96001	1395041124			294.02

GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
10-50-850.00	EQUIPMENT MAINTENANCE		294.02	0.00

Check No. 0 Total: 842.50

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Vendor Name	Invoice Description1	Ref No.	Discount Date	
Vendor Name Line 2	Invoice Description2	PO No.	Pay Date	
Vendor Address	Vendor Number		Due Date	Taxes Withheld
City	Bank	Check No.	Check Date	Discount Amount
State/Province Zip/Postal	Invoice Number			Check Amount

Total for	WILGUS FIRE CONTROL, INC	842.50
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XEROX CORPORATION	Print Meter	27125	07/04/2024	
			07/22/2024	
PO BOX 7405	XEROX		07/04/2024	0.00
PASADENA	GF	0	00/00/0000	0.00
CA 91109-7405	021723798			38.00

GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
10-25-870.00	OFFICE SUPPLIES		38.00	0.00

Check No.	0	Total:	38.00
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Total for	XEROX CORPORATION	38.00
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ZOLL MEDICAL CORPORATION	Lithium Battery	27130	07/11/2024	
			07/22/2024	
PO BOX 27028	ZOLL		07/11/2024	0.00
NEW YORK	GF	0	00/00/0000	0.00
NY 10087-7028	4008468			1,760.66

GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
50-45-875.00	SPECIAL DEPT SUPPLIES & EQUIP		1,760.66	0.00

Check No.	0	Total:	1,760.66
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Total for	ZOLL MEDICAL CORPORATION	1,760.66
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Total Invoices: 29

Grand Total:	44,808.37
Less Credit Memos:	0.00
Net Total:	44,808.37
Less Hand Check Total:	0.00
Outstanding Invoice Total:	44,808.37

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City of Etna

Vendor Name	Invoice Description1	Ref No.	Discount Date	
Vendor Name Line 2	Invoice Description2	PO No.	Pay Date	
Vendor Address	Vendor Number		Due Date	Taxes Withheld
City	Bank	Check No.	Check Date	Discount Amount
State/Province Zip/Postal	Invoice Number			Check Amount

Recap by Department

Department #	Department Name	Amount To Pay	Amount To Relieve
20	City Council	3,678.40	0.00
25	City Clerk	190.45	0.00
30	Water	1,373.01	0.00
33	Sewer	4,451.16	0.00
35	Community Development	554.27	0.00
40	Law Enforcement	2,175.57	0.00
45	Ambulance Services	4,048.86	0.00
50	Fire Prevention	842.50	0.00
60	Highways & Streets	25,734.61	0.00
70	Parks & Recreation	1,759.54	0.00
Grand Total:		44,808.37	0.00

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City of Etna

Vendor Name	Invoice Description1	Ref No.	Discount Date	
Vendor Name Line 2	Invoice Description2	PO No.	Pay Date	
Vendor Address	Vendor Number		Due Date	Taxes Withheld
City	Bank	Check No.	Check Date	Discount Amount
State/Province Zip/Postal	Invoice Number			Check Amount

CALPERS UNFUNDED LIABILITY	24/25 Unfunded Liability	27133	07/22/2024	
EFT			07/22/2024	
	CALPERS		07/22/2024	0.00
	EFT	0	00/00/0000	0.00
				41,617.00

GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
10-25-990.00	CalPERS Unfunded Liability		2,617.40	0.00
10-40-990.00	CalPERS Unfunded Liability		11,896.50	0.00
10-41-990.00	CalPERS Unfunded Liability		9,680.54	0.00
10-42-990.00	CalPERS Unfunded Liability		528.62	0.00
10-55-990.00	CalPERS Unfunded Liability		511.20	0.00
10-60-990.00	CalPERS Unfunded Liability		1,391.34	0.00
10-70-990.00	CalPERS Unfunded Liability		511.20	0.00
23-70-990.00	CalPERS Unfunded Liability		635.99	0.00
25-60-990.00	CalPERS Unfunded Liability		1,231.82	0.00
40-30-990.00	CalPERS Unfunded Liability		4,564.46	0.00
45-33-990.00	CalPERS Unfunded Liability		4,564.46	0.00
50-45-990.00	CalPERS Unfunded Liability		892.76	0.00
53-40-990.00	CalPERS Unfunded Liability		2,590.71	0.00

Check No.	0	Total:	41,617.00
Total for	CALPERS UNFUNDED LIABILITY		41,617.00

Total Invoices: 1

Grand Total:	41,617.00
Less Credit Memos:	0.00
Net Total:	41,617.00
Less Hand Check Total:	0.00
Outstanding Invoice Total:	41,617.00

Recap by Department

Department #	Department Name	Amount To Pay	Amount To Relieve
25	City Clerk	2,617.40	0.00
30	Water	4,564.46	0.00
33	Sewer	4,564.46	0.00
40	Law Enforcement	14,487.21	0.00
41	Police - FJ Station	9,680.54	0.00
42	DOJ GRANT	528.62	0.00
45	Ambulance Services	892.76	0.00
55	Governmental Buildings	511.20	0.00
60	Highways & Streets	2,623.16	0.00
70	Parks & Recreation	1,147.19	0.00
Grand Total:		41,617.00	0.00

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Vendor Name	Invoice Description1	Ref No.	Discount Date	
Vendor Name Line 2	Invoice Description2	PO No.	Pay Date	
Vendor Address	Vendor Number		Due Date	Taxes Withheld
City	Bank	Check No.	Check Date	Discount Amount
State/Province Zip/Postal	Invoice Number			Check Amount

ABTECH TECHNOLOGIES, INC.	Laptop Pool	27167	06/30/2024	
			08/06/2024	
PO BOX 509015 DEPT. C348	ABTECH		06/30/2024	0.00
SAN DIEGO	GF	0	00/00/0000	0.00
CA 92150-9015	405002A-IN			1,437.86
GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
23-70-875.00	SPECIAL DEPT SUPPLIES & EQUIP		1,437.86	0.00
	Check No.	0	Total:	1,437.86
	Total for	ABTECH TECHNOLOGIES, INC.		1,437.86

CHARLES W. PILLON	Audit Financial Stmt. 6.30.21	27179	08/01/2024	
			08/06/2024	
	CHARLES PI		08/01/2024	0.00
	GF	0	00/00/0000	0.00
96007	4639			568.75
GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
10-25-765.00	AUDIT FEES		568.75	0.00
	Check No.	0	Total:	568.75
	Total for	CHARLES W. PILLON		568.75

E & S ENGINEERS	Monthly Retainer	27173	07/25/2024	
			08/06/2024	
329 WEST MINER STREET	BRAY		07/25/2024	0.00
YREKA	GF	0	00/00/0000	0.00
CA 96097	4607			500.00
GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
10-25-782.00	ENGINEER FEES		500.00	0.00
E & S ENGINEERS	RSTP Water Main Replacement	27170	07/29/2024	
			08/06/2024	
329 WEST MINER STREET	BRAY		07/29/2024	0.00
YREKA	GF	0	00/00/0000	0.00
CA 96097	4624			1,444.00
GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
29-60-881.35	STREET REHAB.		1,444.00	0.00
E & S ENGINEERS	Pool Solar	27171	07/29/2024	
			08/06/2024	
329 WEST MINER STREET	BRAY		07/29/2024	0.00
YREKA	GF	0	00/00/0000	0.00
CA 96097	4620			516.00
GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
23-70-881.10	PROP 68-POOL GRANT		516.00	0.00
E & S ENGINEERS	Emergency Drought Grant	27172	07/29/2024	
			08/06/2024	
329 WEST MINER STREET	BRAY		07/29/2024	0.00
YREKA	GF	0	00/00/0000	0.00
CA 96097	4619			18,819.43

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Vendor Name Line 2	Invoice Description2	PO No.	Pay Date	
Vendor Address	Vendor Number		Due Date	Taxes Withheld
City	Bank	Check No.	Check Date	Discount Amount
State/Province	Zip/Postal	Invoice Number		Check Amount

GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
20-30-881.20	DWR-DROUGHT RELIEF GRANT		18,819.43	0.00

Check No.	0	Total:	21,279.43
Total for	E & S ENGINEERS		21,279.43

ETNA HARDWARE, INC.	Maint. & Supplies	27180	07/31/2024	
			08/06/2024	
P O BOX 328	EHSG		07/31/2024	0.00
ETNA	GF	0	00/00/0000	0.00
CA 96027				511.55

GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
10-40-880.00	MAINTENANCE & SUPPLIES		81.24	0.00
10-50-880.00	MAINTENANCE & SUPPLIES		35.39	0.00
10-60-880.00	MAINTENANCE & SUPPLIES		126.07	0.00
10-70-880.00	MAINTENANCE & SUPPLIES		54.25	0.00
40-30-880.00	MAINTENANCE & SUPPLIES		89.14	0.00
45-33-880.00	MAINTENANCE & SUPPLIES		54.73	0.00
50-45-880.00	MAINTENANCE & SUPPLIES		70.73	0.00

Check No.	0	Total:	511.55
Total for	ETNA HARDWARE, INC.		511.55

FORT JONES ACE HARDWARE	Vehicle Maint.	27161	07/15/2024	
			08/06/2024	
PO BOX 66599	FJACE		07/15/2024	0.00
SCOTTS VALLEY	GF	0	00/00/0000	0.00
CA 95067				10.71

GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
10-42-860.00	VEHICLE MAINTENANCE		10.71	0.00

Check No.	0	Total:	10.71
Total for	FORT JONES ACE HARDWARE		10.71

FORT JONES LUMBER YARD, INC.	Maint & Supplies	27160	07/08/2024	
			08/06/2024	
	FORT JONES		07/08/2024	0.00
	GF	0	00/00/0000	0.00
	316095			238.49

GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
23-70-880.00	MAINTENANCE & SUPPLIES		238.49	0.00

Check No.	0	Total:	238.49
Total for	FORT JONES LUMBER YARD, INC.		238.49

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City of Etna

Vendor Name	Invoice Description1	Ref No.	Discount Date	
Vendor Name Line 2	Invoice Description2	PO No.	Pay Date	
Vendor Address	Vendor Number		Due Date	Taxes Withheld
City	Bank	Check No.	Check Date	Discount Amount
State/Province Zip/Postal	Invoice Number			Check Amount
HENRY SCHEIN MEDICAL	Medical Supplies	27152	07/18/2024	
			08/06/2024	
PO BOX 7156	HENRYSH		07/18/2024	0.00
PASADENA	GF	0	00/00/0000	0.00
CA 91109-7156	98660870			349.50
GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
50-45-872.00	MEDICAL SUPPLIES		349.50	0.00
HENRY SCHEIN MEDICAL	Medical Supplies	27153	07/22/2024	
			08/06/2024	
PO BOX 7156	HENRYSH		07/22/2024	0.00
PASADENA	GF	0	00/00/0000	0.00
CA 91109-7156	99006669			447.35
GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
50-45-872.00	MEDICAL SUPPLIES		447.35	0.00
HENRY SCHEIN MEDICAL	Medical Supplies	27176	07/22/2024	
			08/06/2024	
PO BOX 7156	HENRYSH		07/22/2024	0.00
PASADENA	GF	0	00/00/0000	0.00
CA 91109-7156	99006562			220.08
GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
50-45-872.00	MEDICAL SUPPLIES		220.08	0.00
HENRY SCHEIN MEDICAL	Medical Supplies	27177	07/22/2024	
			08/06/2024	
PO BOX 7156	HENRYSH		07/22/2024	0.00
PASADENA	GF	0	00/00/0000	0.00
CA 91109-7156	99015731			60.51
GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
50-45-872.00	MEDICAL SUPPLIES		60.51	0.00
HENRY SCHEIN MEDICAL	Medical Supplies	27194	07/24/2024	
			08/06/2024	
PO BOX 7156	HENRYSH		07/24/2024	0.00
PASADENA	GF	0	00/00/0000	0.00
CA 91109-7156	98660873			92.18
GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
50-45-872.00	MEDICAL SUPPLIES		92.18	0.00

Check No.	0	Total:	1,169.62
Total for	HENRY SCHEIN MEDICAL		1,169.62

KIEP-ER KLEEN	Cleaning Services	27195	08/03/2024	
			08/06/2024	
PO BOX 404	KK		08/03/2024	0.00
ETNA	GF	0	00/00/0000	0.00
CA 96027-404				520.68
GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
10-25-760.00	PROFESSIONAL & CONTRACT SERVCS	City Hall	72.00	0.00
10-40-760.00	PROFESSIONAL & CONTRACT SERVCS	PD	31.50	0.00
10-70-760.00	PROFESSIONAL & CONTRACT SERVCS	Park	417.18	0.00

Check No.	0	Total:	520.68
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Vendor Name	Invoice Description1	Ref No.	Discount Date	
Vendor Name Line 2	Invoice Description2	PO No.	Pay Date	
Vendor Address	Vendor Number		Due Date	Taxes Withheld
City	Bank	Check No.	Check Date	Discount Amount
State/Province Zip/Postal	Invoice Number			Check Amount
		Total for	KIEP-ER KLEEN	520.68

LIFE ASSIST	Medical Supplies	27145	07/19/2024		
			08/06/2024		
11277 SUNRISE PARK DRIVE	LA		07/19/2024		0.00
RANCHO CORDOVA	GF	0	00/00/0000		0.00
CA 95742	1456399				63.58
GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved	
50-45-872.00	MEDICAL SUPPLIES		63.58	0.00	
LIFE ASSIST	Medical Supplies	27175	07/29/2024		
			08/06/2024		
11277 SUNRISE PARK DRIVE	LA		07/29/2024		0.00
RANCHO CORDOVA	GF	0	00/00/0000		0.00
CA 95742	1494711				160.75
GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved	
50-45-872.00	MEDICAL SUPPLIES		160.75	0.00	
		Check No.	0	Total:	224.33
		Total for	LIFE ASSIST		224.33

MEAN GENE'S GAS	Bulk Fuel June	27147	06/30/2024		
			08/06/2024		
P O BOX 534	MGM		06/30/2024		0.00
FT JONES	GF	0	00/00/0000		0.00
CA 96032					3,231.75
GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved	
10-40-865.00	VEHICLE FUEL & OIL		237.18	0.00	
10-41-865.00	VEHICLE FUEL & OIL		619.32	0.00	
10-42-865.00	VEHICLE FUEL & OIL		212.36	0.00	
10-50-865.00	VEHICLE FUEL & OIL		20.21	0.00	
10-50-865.00	VEHICLE FUEL & OIL		204.94	0.00	
10-60-865.00	VEHICLE FUEL & OIL		32.79	0.00	
10-60-865.00	VEHICLE FUEL & OIL		8.26	0.00	
40-30-865.00	VEHICLE FUEL & OIL		32.79	0.00	
40-30-865.00	VEHICLE FUEL & OIL		169.04	0.00	
45-33-865.00	VEHICLE FUEL & OIL		32.79	0.00	
45-33-865.00	VEHICLE FUEL & OIL		169.05	0.00	
50-45-865.00	VEHICLE FUEL & OIL	Diesel	785.73	0.00	
50-45-865.00	VEHICLE FUEL & OIL	Unleaded	56.44	0.00	
53-40-865.00	VEHICLE FUEL & OIL		650.85	0.00	
MEAN GENE'S GAS	Bulk Fuel May	27148	06/30/2024		
			08/06/2024		
P O BOX 534	MGM		06/30/2024		0.00
FT JONES	GF	0	00/00/0000		0.00
CA 96032					3,853.29
GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved	
10-40-865.00	VEHICLE FUEL & OIL		343.78	0.00	
10-41-865.00	VEHICLE FUEL & OIL		265.21	0.00	
10-42-865.00	VEHICLE FUEL & OIL		412.86	0.00	
10-50-865.00	VEHICLE FUEL & OIL		195.85	0.00	

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Vendor Name	Invoice Description1	Ref No.	Discount Date		
Vendor Name Line 2	Invoice Description2	PO No.	Pay Date		
Vendor Address	Vendor Number		Due Date	Taxes Withheld	
City	Bank	Check No.	Check Date	Discount Amount	
State/Province	Zip/Postal	Invoice Number		Check Amount	
10-50-865.00	VEHICLE FUEL & OIL			140.86	0.00
10-55-840.20	HEATING			635.45	0.00
10-60-865.00	VEHICLE FUEL & OIL			20.39	0.00
10-60-865.00	VEHICLE FUEL & OIL			49.13	0.00
40-30-865.00	VEHICLE FUEL & OIL			20.39	0.00
40-30-865.00	VEHICLE FUEL & OIL			84.16	0.00
45-33-865.00	VEHICLE FUEL & OIL			20.39	0.00
45-33-865.00	VEHICLE FUEL & OIL			84.16	0.00
50-45-865.00	VEHICLE FUEL & OIL			703.94	0.00
50-45-865.00	VEHICLE FUEL & OIL			89.95	0.00
53-40-865.00	VEHICLE FUEL & OIL			786.77	0.00

Check No. 0 Total: 7,085.04

Total for MEAN GENE'S GAS 7,085.04

MOBILE MECHANIC	PD 2019 Silverado	27144	07/31/2024		
			08/06/2024		
PO BOX 112	MOBILE MEC		07/31/2024		0.00
GREENVIEW	GF	0	00/00/0000		0.00
CA 96037	227437				354.92
GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved	
10-40-860.00	VEHICLE MAINTENANCE		354.92	0.00	

Check No. 0 Total: 354.92

Total for MOBILE MECHANIC 354.92

PACE ANALYTICAL	Water Testing	27166	07/26/2024		
			08/06/2024		
PO BOX 684056	PACE ANALY		07/26/2024		0.00
CHICAGO	GF	0	00/00/0000		0.00
IL 60695-4056	24282405690				145.56
GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved	
40-30-795.00	LABORATORY TESTS		145.56	0.00	

Check No. 0 Total: 145.56

Total for PACE ANALYTICAL 145.56

PACIFIC POWER	155 Diggles PD	27150	07/23/2024		
			08/06/2024		
PO BOX 26000	PP		07/23/2024		0.00
PORTLAND	GF	0	00/00/0000		0.00
OR 97256-0001					186.64
GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved	
10-40-840.10	ELECTRIC		93.32	0.00	
53-40-840.10	ELECTRIC		93.32	0.00	

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Vendor Name	Invoice Description1	Ref No.	Discount Date	
Vendor Name Line 2	Invoice Description2	PO No.	Pay Date	
Vendor Address	Vendor Number		Due Date	Taxes Withheld
City	Bank	Check No.	Check Date	Discount Amount
State/Province Zip/Postal	Invoice Number			Check Amount
PACIFIC POWER	400 Howell Lites	27154	07/23/2024	
			08/06/2024	
PO BOX 26000	PP		07/23/2024	0.00
PORTLAND	GF	0	00/00/0000	0.00
OR 97256-0001				77.44
GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
10-60-840.10	ELECTRIC		77.44	0.00
PACIFIC POWER	401 Howell Pool	27155	07/23/2024	
			08/06/2024	
PO BOX 26000	PP		07/23/2024	0.00
PORTLAND	GF	0	00/00/0000	0.00
OR 97256-0001				1,733.46
GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
23-70-840.10	ELECTRIC		1,733.46	0.00
PACIFIC POWER	625 Howell Shop & Amb	27156	07/23/2024	
			08/06/2024	
PO BOX 26000	PP		07/23/2024	0.00
PORTLAND	GF	0	00/00/0000	0.00
OR 97256-0001				327.16
GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
10-60-840.10	ELECTRIC		36.35	0.00
40-30-840.10	ELECTRIC		36.35	0.00
45-33-840.10	ELECTRIC		36.36	0.00
50-45-840.10	ELECTRIC		218.10	0.00
PACIFIC POWER	400 Main Street	27157	07/23/2024	
			08/06/2024	
PO BOX 26000	PP		07/23/2024	0.00
PORTLAND	GF	0	00/00/0000	0.00
OR 97256-0001				42.33
GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
10-55-840.10	ELECTRIC		42.33	0.00
PACIFIC POWER	440 Main St.	27158	07/23/2024	
			08/06/2024	
PO BOX 26000	PP		07/23/2024	0.00
PORTLAND	GF	0	00/00/0000	0.00
OR 97256-0001				289.15
GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
10-55-840.10	ELECTRIC		289.15	0.00
PACIFIC POWER	Woodland Fltr Plant	27162	07/23/2024	
			08/06/2024	
PO BOX 26000	PP		07/23/2024	0.00
PORTLAND	GF	0	00/00/0000	0.00
OR 97256-0001				270.57
GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
40-30-840.10	ELECTRIC		270.57	0.00
PACIFIC POWER	448 Main RCD	27163	07/23/2024	
			08/06/2024	
PO BOX 26000	PP		07/23/2024	0.00
PORTLAND	GF	0	00/00/0000	0.00
OR 97256-0001				186.01
GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved

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Vendor Name	Invoice Description1	Ref No.	Discount Date	
Vendor Name Line 2	Invoice Description2	PO No.	Pay Date	
Vendor Address	Vendor Number		Due Date	Taxes Withheld
City	Bank	Check No.	Check Date	Discount Amount
State/Province Zip/Postal	Invoice Number			Check Amount

10-55-840.10	ELECTRIC			186.01	0.00
--------------	----------	--	--	--------	------

PACIFIC POWER	401 Island Sewerplant	27169	07/25/2024		
			08/06/2024		
PO BOX 26000	PP		07/25/2024		0.00
PORTLAND	GF	0	00/00/0000		0.00
OR 97256-0001					435.21

GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
45-33-840.10	ELECTRIC		435.21	0.00

PACIFIC POWER	Streetlights	27182	07/30/2024		
			08/06/2024		
PO BOX 26000	PP		07/30/2024		0.00
PORTLAND	GF	0	00/00/0000		0.00
OR 97256-0001					1,245.81

GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
10-60-867.00	TRAFFIC SAFETY		1,245.81	0.00

Check No.	0	Total:	4,793.78
Total for	PACIFIC POWER		4,793.78

PURCHASE POWER	Postage	27196	07/25/2024		
			08/06/2024		
PO BOX 856042	PURCHASE P		07/25/2024		0.00
LOUISVILLE	GF	0	00/00/0000		0.00
KY 40285-6042					401.00

GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
10-25-820.00	POSTAL EXPENSE		100.26	0.00
40-30-820.00	POSTAL EXPENSE		150.37	0.00
45-33-820.00	POSTAL EXPENSE		150.37	0.00

Check No.	0	Total:	401.00
Total for	PURCHASE POWER		401.00

SABER STITCHING	PD Vehicle Graphics	27165	05/02/2024		
			08/06/2024		
241 N. 9TH ST.	SABER		05/02/2024		0.00
MONTAGUE	GF	0	00/00/0000		0.00
CA 96064	INV0114				858.00

GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
10-41-860.00	VEHICLE MAINTENANCE		429.00	0.00
53-40-860.00	VEHICLE MAINTENANCE		429.00	0.00

Check No.	0	Total:	858.00
Total for	SABER STITCHING		858.00

SCOTT VALLEY AUTO PARTS	Vehicle Maint.	27181	07/31/2024		
			08/06/2024		
P O BOX 215	SVAP		07/31/2024		0.00
FT JONES	GF	0	00/00/0000		0.00
CA 96032					431.77

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Vendor Name Line 2	Invoice Description2	PO No.	Pay Date	
Vendor Address	Vendor Number		Due Date	Taxes Withheld
City	Bank	Check No.	Check Date	Discount Amount
State/Province	Zip/Postal	Invoice Number		Check Amount

GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
10-50-860.00	VEHICLE MAINTENANCE		22.71	0.00
50-45-860.00	VEHICLE MAINTENANCE		133.45	0.00
50-45-860.00	VEHICLE MAINTENANCE		124.16	0.00
53-40-860.00	VEHICLE MAINTENANCE		151.45	0.00

Check No.	0	Total:	431.77
Total for	SCOTT VALLEY AUTO PARTS		431.77

SCOTT VALLEY DISPOSAL	Trash Service	27178	07/31/2024	
			08/06/2024	
138 FOREST WALK	SVD		07/31/2024	0.00
ETNA	GF	0	00/00/0000	0.00
CA 96027				656.25

GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
10-55-840.30	TRASH		164.06	0.00
10-60-840.30	TRASH		164.06	0.00
10-70-840.30	TRASH		164.06	0.00
23-70-840.30	TRASH		164.07	0.00

Check No.	0	Total:	656.25
Total for	SCOTT VALLEY DISPOSAL		656.25

SISKIYOU COUNTY EDC	MOU June 2024	27191	06/30/2024	
			08/06/2024	
1512 SOUTH OREGON ST	SCEDC		06/30/2024	0.00
YREKA	GF	0	00/00/0000	0.00
CA 96097	June 2024			416.67

GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
10-20-760.00	PROFESSIONAL & CONTRACT SERVCS		416.67	0.00

SISKIYOU COUNTY EDC	MOU July 2024	27192	07/01/2024	
			08/06/2024	
1512 SOUTH OREGON ST	SCEDC		07/01/2024	0.00
YREKA	GF	0	00/00/0000	0.00
CA 96097	July 2024			500.00

GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
10-20-760.00	PROFESSIONAL & CONTRACT SERVCS		500.00	0.00

SISKIYOU COUNTY EDC	MOU August 2024	27193	08/01/2024	
			08/06/2024	
1512 SOUTH OREGON ST	SCEDC		08/01/2024	0.00
YREKA	GF	0	00/00/0000	0.00
CA 96097				500.00

GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
10-20-760.00	PROFESSIONAL & CONTRACT SERVCS		500.00	0.00

Check No.	0	Total:	1,416.67
Total for	SISKIYOU COUNTY EDC		1,416.67

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Vendor Name Line 2	Invoice Description2	PO No.	Pay Date	
Vendor Address	Vendor Number		Due Date	Taxes Withheld
City	Bank	Check No.	Check Date	Discount Amount
State/Province Zip/Postal	Invoice Number			Check Amount
SISKIYOU COUNTY SHERIFF'S DEPT	4th QTR 2024	27149	06/30/2024	
			08/06/2024	
311 LANE STREET	SCSD		06/30/2024	0.00
YREKA	GF	0	00/00/0000	0.00
CA 96097				5,125.00
GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
10-41-762.00	SHERIFF'S CONTRACT		5,125.00	0.00
		Check No.	0	Total: 5,125.00
		Total for	SISKIYOU COUNTY SHERIFF'S DE	5,125.00

SISKIYOU TELEPHONE	5638 PD Fax	27183	08/01/2024	
			08/06/2024	
P O BOX 157	ST		08/01/2024	0.00
ETNA	GF	0	00/00/0000	0.00
CA 96027				57.24
GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
10-40-830.00	TELEPHONE EXPENSE		28.62	0.00
53-40-830.00	TELEPHONE EXPENSE		28.62	0.00
SISKIYOU TELEPHONE	5256 City Hall	27184	08/01/2024	
			08/06/2024	
P O BOX 157	ST		08/01/2024	0.00
ETNA	GF	0	00/00/0000	0.00
CA 96027				208.61
GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
10-25-830.00	TELEPHONE EXPENSE		208.61	0.00
SISKIYOU TELEPHONE	5232 Pool	27185	08/01/2024	
			08/06/2024	
P O BOX 157	ST		08/01/2024	0.00
ETNA	GF	0	00/00/0000	0.00
CA 96027				148.63
GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
23-70-830.00	TELEPHONE EXPENSE		148.63	0.00
SISKIYOU TELEPHONE	3673 Shop & Park Wifi	27186	08/01/2024	
			08/06/2024	
P O BOX 157	ST		08/01/2024	0.00
ETNA	GF	0	00/00/0000	0.00
CA 96027				176.66
GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
10-60-830.00	TELEPHONE EXPENSE		32.25	0.00
10-70-830.00	TELEPHONE EXPENSE		79.95	0.00
40-30-830.00	TELEPHONE EXPENSE		32.23	0.00
45-33-830.00	TELEPHONE EXPENSE		32.23	0.00
SISKIYOU TELEPHONE	3400 PD	27187	08/01/2024	
			08/06/2024	
P O BOX 157	ST		08/01/2024	0.00
ETNA	GF	0	00/00/0000	0.00
CA 96027				252.90
GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
10-40-830.00	TELEPHONE EXPENSE		126.45	0.00
53-40-830.00	TELEPHONE EXPENSE		126.45	0.00

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Vendor Name Line 2	Invoice Description2	PO No.	Pay Date	
Vendor Address	Vendor Number		Due Date	Taxes Withheld
City	Bank	Check No.	Check Date	Discount Amount
State/Province Zip/Postal	Invoice Number			Check Amount

SISKIYOU TELEPHONE	3331 Ambulance	27188	08/01/2024	
			08/06/2024	
P O BOX 157	ST		08/01/2024	0.00
ETNA	GF	0	00/00/0000	0.00
CA 96027				180.20

GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
50-45-830.00	TELEPHONE EXPENSE		180.20	0.00

SISKIYOU TELEPHONE	3295 Fire Hall	27189	08/01/2024	
			08/06/2024	
P O BOX 157	ST		08/01/2024	0.00
ETNA	GF	0	00/00/0000	0.00
CA 96027				84.79

GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
10-50-830.00	TELEPHONE EXPENSE		84.79	0.00

SISKIYOU TELEPHONE	3217 City Hall Fax	27190	08/01/2024	
			08/06/2024	
P O BOX 157	ST		08/01/2024	0.00
ETNA	GF	0	00/00/0000	0.00
CA 96027				50.66

GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
10-25-830.00	TELEPHONE EXPENSE		50.66	0.00

Check No.	0	Total:	1,159.69
Total for	SISKIYOU TELEPHONE		1,159.69

TEHAMA TIRE SERVICE INC	PD Tires	27174	07/26/2024	
			08/06/2024	
525 ANTLEOPE BLVD.	TTS		07/26/2024	0.00
RED BLUFF	GF	0	00/00/0000	0.00
CA 96080	0020017149			942.30

GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
10-41-860.00	VEHICLE MAINTENANCE		942.30	0.00

Check No.	0	Total:	942.30
Total for	TEHAMA TIRE SERVICE INC		942.30

VALLEY TIRE & TACKLE INC.	Vehicle Maint.	27168	07/19/2024	
			08/06/2024	
11211 NORTH HWY 3	VTHS		07/19/2024	0.00
FT JONES	GF	0	00/00/0000	0.00
CA 96032	61511			162.20

GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
10-60-860.00	VEHICLE MAINTENANCE		54.08	0.00
40-30-860.00	VEHICLE MAINTENANCE		54.06	0.00
45-33-860.00	VEHICLE MAINTENANCE		54.06	0.00

Check No.	0	Total:	162.20
Total for	VALLEY TIRE & TACKLE INC.		162.20

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Vendor Name Line 2	Invoice Description2	PO No.	Pay Date	
Vendor Address	Vendor Number		Due Date	Taxes Withheld
City	Bank	Check No.	Check Date	Discount Amount
State/Province Zip/Postal	Invoice Number			Check Amount

VERIZON WIRELESS	Monthly Cell	27159	07/21/2024	
			08/06/2024	
PO BOX 9622	VW		07/21/2024	0.00
MISSION HILLS	GF	0	00/00/0000	0.00
TX 91346-9622				517.67

GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
10-40-830.30	CELLULAR		88.31	0.00
10-41-830.30	CELLULAR		88.31	0.00
10-42-830.30	CELLULAR		46.53	0.00
10-60-830.30	CELLULAR		53.22	0.00
40-30-830.30	CELLULAR		53.22	0.00
45-33-830.30	CELLULAR		53.22	0.00
50-45-830.30	CELLULAR		46.53	0.00
53-40-830.30	CELLULAR		88.33	0.00

Check No.	0	Total:	517.67
Total for	VERIZON WIRELESS		517.67

WHITEHAWK CONSTRUCTION	Partial Pay #3	27146	07/22/2024	
			08/06/2024	
PO BOX 181	WHITE		07/22/2024	0.00
PALE CEDRO	GF	0	00/00/0000	0.00
CA 96073				100,884.61

GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
20-30-881.20	DWR-DROUGHT RELIEF GRANT		100,884.61	0.00

Check No.	0	Total:	100,884.61
Total for	WHITEHAWK CONSTRUCTION		100,884.61

WITTMAN ENTERPRISES, LLC	Ambulance Billing May	27151	06/30/2024	
			08/06/2024	
11093 SUN CENTER	WE		06/30/2024	0.00
RANCHO CORDOVA	GF	0	00/00/0000	0.00
CA 95670-6110	2405467			1,527.36

GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
50-45-760.00	PROFESSIONAL & CONTRACT SERVCS		1,527.36	0.00

WITTMAN ENTERPRISES, LLC	Ambulance Billing June	27164	06/30/2024	
			08/06/2024	
11093 SUN CENTER	WE		06/30/2024	0.00
RANCHO CORDOVA	GF	0	00/00/0000	0.00
CA 95670-6110	2406467			1,494.48

GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
50-45-760.00	PROFESSIONAL & CONTRACT SERVCS		1,494.48	0.00

Check No.	0	Total:	3,021.84
Total for	WITTMAN ENTERPRISES, LLC		3,021.84

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Vendor Address	Vendor Number		Due Date	Taxes Withheld
City	Bank	Check No.	Check Date	Discount Amount
State/Province Zip/Postal	Invoice Number			Check Amount

Total Invoices: 53

Grand Total:	153,917.72
Less Credit Memos:	0.00
Net Total:	153,917.72
Less Hand Check Total:	0.00
Outstanding Invoice Total:	153,917.72

Recap by Department

Department #	Department Name	Amount To Pay	Amount To Relieve
20	City Council	1,416.67	0.00
25	City Clerk	1,500.28	0.00
30	Water	120,841.92	0.00
33	Sewer	1,122.57	0.00
40	Law Enforcement	3,740.11	0.00
41	Police - FJ Station	7,469.14	0.00
42	DOJ GRANT	682.46	0.00
45	Ambulance Services	6,825.02	0.00
50	Fire Prevention	704.75	0.00
55	Governmental Buildings	1,317.00	0.00
60	Highways & Streets	3,343.85	0.00
70	Parks & Recreation	4,953.95	0.00
Grand Total:		153,917.72	0.00

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Vendor Name Line 2	Invoice Description2	PO No.	Pay Date	
Vendor Address	Vendor Number		Due Date	Taxes Withheld
City	Bank	Check No.	Check Date	Discount Amount
State/Province Zip/Postal	Invoice Number			Check Amount

APPLIED CONCEPTS	PD Upfitting Vehicle	27208	07/29/2024	
			08/15/2024	
PO BOX 972943	APPLIED		07/29/2024	0.00
DALLAS	GF	0	00/00/0000	0.00
TX 75397-2943	442033			1,351.00
GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
53-40-875.00	SPECIAL DEPT SUPPLIES & EQUIP		1,351.00	0.00
		Check No.	0	Total: 1,351.00
		Total for	APPLIED CONCEPTS	1,351.00

CALLAHAN SOLAR SERVICES INC.	Pool Solar Project	27222	08/15/2024	
			08/15/2024	
10703 S. STATE HWY 3	CALLAHAN		08/15/2024	0.00
CALLAHAN	GF	0	00/00/0000	0.00
CA 96014				30,580.50
GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
23-70-881.10	PROP 68-POOL GRANT		30,580.50	0.00
		Check No.	0	Total: 30,580.50
		Total for	CALLAHAN SOLAR SERVICES INC	30,580.50

CAMPORA	Propane Shop	27218	07/23/2024	
			08/15/2024	
PO BOX 992424	CAMPO		07/23/2024	0.00
REDDING	GF	0	00/00/0000	0.00
CA 96099-2424	7117186			103.06
GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
10-55-880.00	MAINTENANCE & SUPPLIES		103.06	0.00
CAMPORA	Tank Rental 155 Diggles	27216	07/30/2024	
			08/15/2024	
PO BOX 992424	CAMPO		07/30/2024	0.00
REDDING	GF	0	00/00/0000	0.00
CA 96099-2424	7261965			1.00
GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
10-40-840.20	HEATING		1.00	0.00
CAMPORA	Tank Rental Fee Water Plant	27217	07/30/2024	
			08/15/2024	
PO BOX 992424	CAMPO		07/30/2024	0.00
REDDING	GF	0	00/00/0000	0.00
CA 96099-2424	726118			1.00
GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
40-30-840.20	HEATING		1.00	0.00
CAMPORA	Tank Rental Fee Shop	27219	07/30/2024	
			08/15/2024	
PO BOX 992424	CAMPO		07/30/2024	0.00
REDDING	GF	0	00/00/0000	0.00
CA 96099-2424	7263457			1.00

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Vendor Name Line 2	Invoice Description2	PO No.	Pay Date	
Vendor Address	Vendor Number		Due Date	Taxes Withheld
City	Bank	Check No.	Check Date	Discount Amount
State/Province Zip/Postal	Invoice Number			Check Amount

GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
10-55-840.20	HEATING		1.00	0.00
CAMPORA	Tank Rental Fee Shop	27220	07/30/2024	
			08/15/2024	
PO BOX 992424	CAMPO		07/30/2024	0.00
REDDING	GF	0	00/00/0000	0.00
CA 96099-2424	7261964			1.00
GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
10-55-840.20	HEATING		1.00	0.00

Check No.	0	Total:	107.06
Total for	CAMPORA		107.06

COLANTUONO, HIGHSMITH & WHATLEY, PC	Attorney Fees	27221	08/08/2024	
420 SIERRA COLLEGE DRIVE	JARED		08/15/2024	
GRASS VALLEY	GF	0	08/08/2024	0.00
CA 95945-5091	61682		00/00/0000	0.00
				4,700.00
GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
10-20-780.00	ATTORNEY FEES		4,468.87	0.00
10-25-780.00	ATTORNEY FEES		77.04	0.00
10-40-780.00	ATTORNEY FEES		154.09	0.00

Check No.	0	Total:	4,700.00
Total for	COLANTUONO, HIGHSMITH &		4,700.00

HENRY SCHEIN MEDICAL	Medical Supplies	27214	08/01/2024	
			08/15/2024	
PO BOX 7156	HENRYSH		08/01/2024	0.00
PASADENA	GF	0	00/00/0000	0.00
CA 91109-7156	99741543			162.17
GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
50-45-872.00	MEDICAL SUPPLIES		162.17	0.00
HENRY SCHEIN MEDICAL	Medical Supplies	27215	08/05/2024	
			08/15/2024	
PO BOX 7156	HENRYSH		08/05/2024	0.00
PASADENA	GF	0	00/00/0000	0.00
CA 91109-7156	12040712			124.74
GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
50-45-872.00	MEDICAL SUPPLIES		124.74	0.00

Check No.	0	Total:	286.91
Total for	HENRY SCHEIN MEDICAL		286.91

L.N. CURTIS & SONS	Mako Service	27212	05/16/2024	
			08/15/2024	
PO BOX 884921	LNCUR		05/16/2024	0.00
LOS ANGELES	GF	0	00/00/0000	0.00
CA 90088-4921	INV824683			1,671.89

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Vendor Name Line 2	Invoice Description2	PO No.	Pay Date	
Vendor Address	Vendor Number		Due Date	Taxes Withheld
City	Bank	Check No.	Check Date	Discount Amount
State/Province Zip/Postal	Invoice Number			Check Amount

GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
10-50-850.00	EQUIPMENT MAINTENANCE		1,671.89	0.00

L.N. CURTIS & SONS	Mako Service	27223	05/16/2024	
			08/15/2024	
1800 PERALTA ST	LNCUR		05/16/2024	0.00
OAKLAND	GF	0	00/00/0000	0.00
CA 94607-1603	INV824863			1,671.89

GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
10-50-850.00	EQUIPMENT MAINTENANCE		1,671.89	0.00

Check No.	0	Total:	3,343.78
Total for	L.N. CURTIS & SONS		3,343.78

LAW OFFICE OF DARRIN MERCIER	CDBG Foreclosure	27213	07/31/2024	
			08/15/2024	
409 W. CENTER ST	MERCIER		07/31/2024	0.00
YREKA	GF	0	00/00/0000	0.00
CA 96097	48454			1,157.85

GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
10-25-780.00	ATTORNEY FEES		1,157.85	0.00

Check No.	0	Total:	1,157.85
Total for	LAW OFFICE OF DARRIN MERCIER		1,157.85

LINCOLN AQUATICS	Pool Chemicals	27211	08/13/2024	
			08/15/2024	
PO BOX 60130	LEI		08/13/2024	0.00
CITY OF INDUSTRY	GF	0	00/00/0000	0.00
CA 91716-8248	Sn122154			439.02

GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
23-70-877.00	CHEMICALS		439.02	0.00

Check No.	0	Total:	439.02
Total for	LINCOLN AQUATICS		439.02

PACE ANALYTICAL	Water Testing	27209	08/06/2024	
			08/15/2024	
PO BOX 684056	PACE ANALY		08/06/2024	0.00
CHICAGO	GF	0	00/00/0000	0.00
IL 60695-4056	242805951			192.16

GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
45-33-795.00	LABORATORY TESTS		192.16	0.00

Check No.	0	Total:	192.16
Total for	PACE ANALYTICAL		192.16

INVOICE APPROVAL LIST REPORT - DETAIL WITH GL DIST

Date: 08/15/2024

Time: 2:41 pm

Page: 4

City of Etna

Vendor Name	Invoice Description1	Ref No.	Discount Date	
Vendor Name Line 2	Invoice Description2	PO No.	Pay Date	
Vendor Address	Vendor Number		Due Date	Taxes Withheld
City	Bank	Check No.	Check Date	Discount Amount
State/Province Zip/Postal	Invoice Number			Check Amount

Total Invoices: 15

Grand Total:	42,158.28
Less Credit Memos:	0.00
Net Total:	42,158.28
Less Hand Check Total:	0.00
Outstanding Invoice Total:	42,158.28

Recap by Department

Department #	Department Name	Amount To Pay	Amount To Relieve
20	City Council	4,468.87	0.00
25	City Clerk	1,234.89	0.00
30	Water	1.00	0.00
33	Sewer	192.16	0.00
40	Law Enforcement	1,506.09	0.00
45	Ambulance Services	286.91	0.00
50	Fire Prevention	3,343.78	0.00
55	Governmental Buildings	105.06	0.00
70	Parks & Recreation	31,019.52	0.00
Grand Total:		42,158.28	0.00

INVOICE APPROVAL LIST REPORT - DETAIL WITH GL DIST

Date: 08/15/2024

Time: 3:07 pm

Page: 1

City of Etna

Vendor Name	Invoice Description1	Ref No.	Discount Date	
Vendor Name Line 2	Invoice Description2	PO No.	Pay Date	
Vendor Address	Vendor Number		Due Date	Taxes Withheld
City	Bank	Check No.	Check Date	Discount Amount
State/Province Zip/Postal	Invoice Number			Check Amount

L.N. CURTIS & SONS	Mako Service	27226	05/16/2024	
			08/15/2024	
1800 PERALTA ST	LNCUR		05/16/2024	0.00
OAKLAND	GF	21971	08/15/2024	0.00
CA 94607-1603	INV824683			1,671.89
GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
10-50-850.00	EQUIPMENT MAINTENANCE		1,671.89	0.00
	Check No.	21971	Total:	1,671.89
	Total for	L.N. CURTIS & SONS		1,671.89

RAY-MAC MECHANICAL, INC	City Hall Building Maintenance	27227	08/12/2024	
			08/15/2024	
PO BOX 895	RMMINC		08/12/2024	0.00
MT. SHASTA	GF	21972	08/15/2024	0.00
CA 96067	112129			398.48
GL Number	Description	Distribution Line Description	Invoice Amount	Amount Relieved
10-55-880.00	MAINTENANCE & SUPPLIES		398.48	0.00
	Check No.	21972	Total:	398.48
	Total for	RAY-MAC MECHANICAL, INC		398.48

Total Invoices: 2

Grand Total:	2,070.37
Less Credit Memos:	0.00
Net Total:	2,070.37
Less Hand Check Total:	0.00
Outstanding Invoice Total:	2,070.37

Recap by Department

Department #	Department Name	Amount To Pay	Amount To Relieve
50	Fire Prevention	1,671.89	0.00
55	Governmental Buildings	398.48	0.00
Grand Total:		2,070.37	0.00



RESOLUTION NO. 2024-012

RESOLUTION OF CITY COUNCIL OF THE CITY OF ETNA
ELECTING TO ADOPT THE UNIFORM PUBLIC CONSTRUCTION COST
ACCOUNTING ACT (CUPCCA) PROCEDURES

WHEREAS, prior to the passage of Public Contract Code Sections 22000 to 22045, known as the California Uniform Public Construction Cost Accounting Act (CUPCCA)(“the Act”), existing law did not provide a uniform cost accounting standard for construction work performed or contracted by local public agencies; and,

WHEREAS, the Act establishes such a uniform cost accounting standard; and,

WHEREAS, the Commission established under the Act has developed uniform public construction cost accounting procedures for implementation by local public agencies in the performance of or in the contracting for construction of public projects; and

WHEREAS, the City Council of the City of Etna has determined that adoption of the resolution to be of public benefit from the raised force account limit and the informal bidding procedures, as more projects are completed in a timely manner because of the streamlined awards process and the reduction in paperwork related to advertising and report filing.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Etna, Siskiyou County, California, hereby elects under Public Contract Code section 22030 to become subject to the uniform public construction cost accounting procedures set forth in the Act and to the Commission's policies and procedures manual and amended adding review procedures, as they may each from time to time be amended, and directs that the Finance Director notify the State Controller forthwith of this election.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Etna in a meeting thereof held on August 26, 2024, by the following:

VOTE

Ayes:

Nays:

Absent:

Signature: _____ Date: _____
Cliff Munson, Mayor, City of Etna

ATTEST

Signature: _____ Date: _____
Pamela Eastlick, City Clerk, City of Etna



CITY OF ETNA STAFF REPORT

TO: City Council
FROM: Jeff Mitchem, City Manager
DATE: August 26, 2024
SUBJECT: Final Reading and Adoption
Municipal Code Amendments – Adding Chapter 3.05; Section
3.04.080 and Section 3.04.080

DESCRIPTION

Ordinance CCO-24-226 (**Attachment A**) was introduced, by title only, at a regular meeting of the Etna City Council on the 22nd day of July 2024 and was adopted at a regular meeting of said Council on the 26th day of August 2024.

RECOMMENDATION

Adopt Ordinance CCO-24-226 adding Chapter 3.05 “Uniform Construction Cost Accounting Procedures” to the Etna Municipal Code to provide informal bidding procedures under the California Uniform Public Construction Cost Accounting Act (CUPCCA); adding Section 3.04.080 to the Etna Municipal Code addressing Cooperative Purchasing Procedures; adding Section 3.04.090 addressing approval of contracts; and finding the ordinance is not subject to CEQA.

ENVIRONMENTAL REVIEW

This action does not meet the definition of a “project” under the California Environmental Quality Act (CEQA).

ATTACHMENTS:

- A. Ordinance CCO-24-226



ORDINANCE NO. 226

**AN ORDINANCE OF THE OF THE CITY COUNCIL OF THE CITY OF
ETNA, CALIFORNIA ADDING CHAPTER 3.05 “UNIFORM
CONSTRUCTION COST ACCOUNTING PROCEDURES” TO THE
ETNA MUNICIPAL CODE TO PROVIDE INFORMAL BIDDING
PROCEDURES UNDER THE CALIFORNIA UNIFORM PUBLIC
CONSTRUCTION COST ACCOUNTING ACT (CUPCCA); ADDING
SECTION 3.04.080 TO THE ETNA MUNICIPAL CODE ADDRESSING
COOPERATIVE PURCHASING PROCEDURES; ADDING SECTION
3.04.090 ADDRESSING APPROVAL OF CONTRACTS; AND
FINDING THE ORDINANCE NOT SUBJECT TO CEQA**

WHEREAS, the City of Etna (“City”) has by Resolution 2024-012 adopted on July 22, 2024, elected to become subject to the uniform construction cost accounting procedures promulgated by the State Controller pursuant to the California Uniform Public Construction Cost Accounting Act, (“Act”), (Public Contract Code ("PCC") § 22000 et seq.); and

WHEREAS, Public Contract Code Section §22034 requires that public agencies who elect to be subject to the Act adopt an ordinance establishing informal bidding procedures for public projects and sets forth the requirements of said informal bidding ordinance; and

WHEREAS, the City Administrator recommends this Ordinance to meet the requirements of said informal bidding procedures.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ETNA DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Chapter 3.05 of the Etna Municipal Code is hereby added:

Chapter 3.05 Uniform Construction Cost Accounting Procedures

3.05.010 - Purpose.

The purpose of this chapter is to establish regulations for public projects and maintenance work in accordance with the requirements of the California Uniform Public Construction Cost Accounting Act (Public Contracts Code section 22000 et seq.). This

chapter shall also apply to maintenance work in accordance with Public Contracts Code section 22003.

3.05.020 - Definitions.

The following words, terms and phrases shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- (a) "Act" means the California Uniform Public Construction Cost Accounting Act, Public Contract Code section 22000 et seq.
- (b) "Facility" has the meaning set forth in Public Contract Code section 22002.
- (c) "Maintenance work" has the meaning set forth in Public Contract Code section 22002.
- (d) "Project" includes public projects and maintenance work, as defined by this chapter.
- (e) "Public project" has the meaning set forth in Public Contract Code Section 22002.

3.05.030 – General provisions.

- (a) Whenever any reference is made to any other ordinance or law, such reference shall be deemed to include all future amendments and successor statutes or ordinances thereto.
- (b) The dollar limits set forth in this Chapter shall adjust without council action as necessary to comply with amendments to the Act and any procedures adopted by the state controller.
- (c) Plans, specifications, and/or working details adopted by the City for any public project are public records, subject to examination upon request.

3.05.040 – Contracts for public projects and maintenance work.

- (a) Public projects and maintenance work for \$60,000 or less.
 - (1) Upon approval by the City Council either in the annual budget or by minute order the city council prior to award of contract, the city administrator is

authorized to award a contract for public projects and/or maintenance work if the lowest bid received is sixty thousand dollars (\$60,000.00) or less.”

- (2) Public projects and/or maintenance of sixty thousand dollars (\$60,000.00) or less may be performed by city employees, by negotiated contract, or by purchase order without competitive bidding upon approval by City Council.
- (b) Public projects and maintenance work for \$60,000 or more, but less than or equal to \$200,000.

- (1) Bid specifications shall be prepared and notices inviting bids shall be solicited as set forth in section 3.05.050 of this chapter.
- (2) The city council shall award a contract for public projects and/or maintenance work if the lowest bid received is sixty thousand dollars (\$60,000.00) or more, but less than or equal to two hundred thousand dollars (\$200,000).
- (3) If all bids received are more than two hundred thousand dollars (\$200,000), the City Council may adopt a resolution by a four-fifths (4/5) vote to award the contract at two hundred twelve thousand five hundred dollars (\$212,500) or less to the lowest responsible bidder, if the City Council determines the cost estimate of the city was reasonable. Where City Council does not adopt a resolution in accordance with the provisions of this subsection, the project shall be rebid.

- (c) Public projects and maintenance work for more than \$200,000.

- (1) Public projects and maintenance work of more than two hundred thousand dollars (\$200,000) shall be approved by the City Council.
- (2) The City Council shall adopt plans, specifications, and working details for all public projects more than two hundred thousand dollars (\$200,000).
- (3) Public projects and/or maintenance work of more than two hundred thousand dollars (\$200,000.00) shall require competitive written bidding. A notice inviting bids shall be published and sent in compliance with the

provisions of Public Contract Code section 22037. In addition, bid plans and working details shall be adopted by the city council for all public projects exceeding two hundred thousand dollars (\$200,000.00).

3.05.050 - Informal bidding procedures.

Public projects and maintenance of \$200,000 or less may be let to contract by informal procedures as set forth in the Act, including the following procedures:

- (a) Contractors list. The City shall comply with the requirements of Public Contract Code Section 22034 regarding maintaining a list of qualified contractors identified according to categories of work.
- (b) Notice inviting informal bids.
 - (1) Circulation. Where a public project or maintenance work is to be performed which is subject to the provisions of this section, a notice inviting informal bids shall be circulated using one or both of the following alternatives:
 - (i.) Notices inviting informal bids may be mailed or emailed to all contractors for the category of work to be bid, as shown on the list developed in accordance with subsection (a) above.
 - (ii.) Notices inviting informal bids may be mailed or emailed to all construction trade journals as specified by the California Uniform Construction Cost Accounting Commission in accordance with Section 22036 of the Public Contract Code. Additional contractors and/or construction trade journals may be notified at the discretion of the Public Works Director or their designee.
 - (2) Proprietary products and services. Notwithstanding the foregoing requirements, if the product or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such contractor or contractors.

- (3) Mailing. All mailing of notices to contractors and Construction trade journals pursuant to this section shall be completed at least ten (10) calendar days before bids are due.
 - (4) Contents. The notice inviting informal bids shall describe the project in general terms and how to obtain more detailed information about the project and state the time and place for the submission of bids.
- (c) Rejection of bids; bid irregularities. The city administrator may, in their sole discretion, reject any or all bids presented and waive any minor irregularity or informality in such bids.
- (d) Award of contract. The city administrator is authorized to award and execute contracts informally bid in accordance with this section, provided that the expenditure is within the approved budget and the contract is in a form approved by the city attorney. Such contracts shall be awarded to the lowest responsible bidder.
- (e) Tie bids: no bids received. If two or more bids are the same and the lowest, the city administrator may accept the one he/she chooses. If no bids are received through the informal procedures set forth in this section, the project may be performed by city employees, by force account or negotiated contract without further complying with this section.
- (f) Acceptance of work. Upon the completion of work pursuant to a contract awarded pursuant to this section, the city administrator may accept the work and may authorize the filing of the notice of completion, the release of funds retained upon such filing, and the release of any bonds upon the conclusion of their respective warranty periods.
- (g) Performance bonds. The city administrator may require a performance bond before entering into a contract awarded pursuant to this section in such amount as the public services director or their designee finds reasonably necessary to protect the best interests of the city. If the city requires a performance bond, the form and amount of the bond shall be described in the notice inviting bids.

Section 2. Chapter 3.04 of the Etna Municipal Code is hereby amended to add section 3.04.080:

3.04.080 Cooperative Purchasing

The city administrator shall be authorized to join with other units of government in cooperative purchasing plans so that the best interest of the city shall be served thereby.

Section 3. Chapter 3.04 of the Etna Municipal Code is hereby amended to add section 3.04.090:

3.04.090 Approval of Contracts

Unless otherwise stated elsewhere in this code, all awards of contracts for goods and services shall be undertaken by action of the city council at an open meeting.

Section 4. If any section, subsection, subdivision, sentence, clause, phrase or portion of this Ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

Section 5. The City Council hereby authorizes and directs the city administrator to take any action and sign any documents necessary to implement this Ordinance.

Section 6. The Council finds that this Ordinance does not meet the definition of a project for the purposes of the California Environmental Quality Act, under Public Resources Code Section 21065 and CEQA Guidelines Section 15378(b)(5), because it is an administrative governmental activity which will not cause a direct or indirect physical change in the environment. The City Council's review and adoption of informal bid procedures is not a project under CEQA Guidelines mechanisms which do not involve commitment to any specific project which may result in a potentially significant environmental impact. Thus, no environmental analysis is required currently.

Section 7. The City Clerk shall certify the passage of this Ordinance and cause the same to be posted pursuant to Government Code Section 36933.

Introduced at a regular meeting of the City Council held on July 22, 2024, passed, approved by at least a majority and adopted at a regular meeting of the City Council of the City of Etna held on July 22, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Cliff Munson, Mayor

Approved as to Form:

Attest:

Andrew L. Jared, City Attorney

Pamela Eastlick, City Clerk



STAFF REPORT ETNA CITY COUNCIL

To: Mayor and City Council Members
From: Jeff Mitchem
Date: August 26, 2024
Subject: GRANT FUNDING AUTHORIZATION & SUBRECIPIENT AGREEMENT
2024 STATE CDBG PROGRAM (Revised)
Attachments: A. Resolution – Approve Application for Funding – State CDBG Program (Revised)

RECOMMENDED MOTION:

Adopt the attached resolution approving an application for funding and the execution of a grant agreement and any amendments thereto from the 2023 and/or 2024 funding year of the state CDBG program.

SUMMARY:

On June 24, 2024, City Council approved Resolution #2024-008 approving a funding application for the 2024 CDBG funding year. **This action revises that application because the authorized representative in Section 5 needs to be the Mayor because the City lacks an approved ordinance giving another position (City Administrator) the authority to enter into contracts.**



Resolution of the Governing Body

RESOLUTION NO. 2024-013

A RESOLUTION APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2024 FUNDING YEAR OF THE STATE CDBG PROGRAM

BE IT RESOLVED by the City Council of the **City** of Etna as follows:

SECTION 1:

The City Council has reviewed and hereby approves the submission to the State of California of one or more application(s) in the aggregate amount, not to exceed, of \$495,000 for the following CDBG activities, pursuant to the and 2024 CDBG NOFA:

List activities and amounts

Activity (e.g. <i>Public Services, Infrastructure, etc.</i>)	Dollar Amount Being Requested for the Activity
Housing Rehabilitation	\$ 495,000
	\$
	\$
	\$
	\$

SECTION 2:

The **City Council** hereby approves the use of Program Income in an amount not to exceed \$0 for the CDBG activities described in Section 1.

SECTION 3:

The **City Council** acknowledges compliance with all state and federal public participation requirements in the development of its application(s).

SECTION 4:

The **City Council** hereby authorizes and directs the City Administrator or designee*, to execute and deliver all applications and act on the **City's** behalf in all matters pertaining to all such applications.

SECTION 5:

If an application is approved, the Mayor or designee*, is authorized to enter into, execute and deliver the grant agreement (*i.e.*, Standard Agreement), any recordable or

nonrecordable contract documents, and any and all subsequent amendments thereto with the State of California for the purposes of the grant.

SECTION 6:

If an application is approved, the City Administrator or designee*, is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the grant.

PASSED AND ADOPTED at a regular meeting of the City Council of the **City** of Etna held on 8/26/2024 by the following vote:

AYES: Enter # of votes or names

NOES: Enter # of votes or names

ABSENT: Enter # absentees or names

ABSTAIN: Enter # of abstains or names

Cliff Munson
City Council

STATE OF CALIFORNIA
City of Etna

I, Pamela Eastlick, **City** Clerk of the **City** of Etna, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said City Council on this 26 day of August, 2024 and that said resolution has not been amended, modified, repealed, or rescinded since its date of adoption and is in full force and effect as of the date hereof.

Pamela Eastlick, **City** Clerk of the **City** of Etna, State of California

By: Pamela Eastlick, City Clerk



RESOLUTION 2024-014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ETNA AUTHORIZING THE DESTRUCTION OF CERTAIN RECORDS AND FILES

WHEREAS California Government Code Section 34090 provides a means by which unneeded records of the City of Etna may be destroyed; and

WHEREAS the City intends to follow the process in the destruction of certain records up to June 30, 2018.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Etna that the following records up to June 30, 2018, be destroyed:

Cash Receipts
Bank Statements
Accounts Payable Invoices
Accounts Payable Duplicate Checks
Utility Billing
Journal Entry Postings
Patient Contact Reports (December 2016)

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Etna at a regular meeting thereof held on August 26, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Cliff Munson, Mayor

ATTEST:
Pamela Eastlick, City Clerk

By _____

Etna Police Chief's Monthly Report

July/August 2024

Traffic- Officers continue to crack down on problematic areas in the hopes to address some of the concerns of improper driving by motorists. U-Turns, speeding, failure to stop at a stop sign, foreign registration, and suspended drivers top our lists of most violated traffic laws. We have also been in partnership with allied agencies such as CHP in the effort to show a greater presence and reduce the issues impacting our towns and valley. With the new school season beginning it is imperative we continue to enforce traffic laws in and around our schools to keep our community safe.

Schools- School recently went back in session bringing much more activity to town and increasing our calls for service. We will continue our ongoing partnership with the district to proactively provide services and guidance to our schools. We also have been working with juvenile probation and site staff to address critical issues when it comes to individual students. Sports are also beginning which will bring officers to sporting events during the evening. The PD provides a consistent presence during sporting events to help maintain a safe environment.

Animal Control- In the past few months, we have been busy with several dog related issues mostly regarding the same animals over and over. With several related calls for service at specific residences I am in the hopes these specific issues have been resolved. Other random animal calls for service have been resolved and closed. We will continue to address animals not registered with the city and maintain an ongoing roster of registered animals with the city.

Reports/Cases- The past few months have shown us an increase in calls for service which is reflected in the attached statistical report. With the switch to a new RIMS system the report will look a bit different and be a combo of the last system and current. Next month will be a uniform statistical report completely from RIMS and provides a consistent format. We are well over 80 reports for the year and in anticipation of exceeding 120 reports by year's end.

Calls for Service- As with reports, our calls for service remain at a high including assisting fire and EMS. Officers continue to provide driving services if needed for the ambulance and mutual aid to all our city departments as well as outside agencies. With the new computer aided system, we should be able to track our calls for service more consistently providing a better data base for the PD.

Code Enforcement- With the concentration on two very problematic properties, we have been able to assist the relocation of several tenants. However, the issues continue to persist, and city intervention will need to occur to fully solve the problems at hand. The PD has done what we can at the criminal level and will need assistance from our city attorney and staff to take it to the next level.

PAL- The new school year also brings our new pal season with many upcoming programs including football and soccer. We look to add several new programs to pal this year and are excited to implement these activities in our area. As a non-profit volunteer program, we continue to look for assistance with coaching and development opportunities. Continual fund raising is also on the forefront to keep providing these critical opportunities to our youth.

CONSOLIDATION: We continue to work towards a plan to consolidate emergency services for our valley with several productive meetings to ensure we meet and address every aspect of the idea. Including everyone is very important to receive input and support is crucial and I expect to hold a large stakeholder's meeting soon. Each department head including the Quartz Valley Indian reservation, factions of the valley, and area representatives have been part of this grand idea. We hope to continue to bring more to the table and have a town hall meeting in the immediate future.

As a reminder and mentioned before, we have an open-door policy and look forward to city staff, council, and our community visiting us. You are our eyes and ears out there as we can't be everywhere at once. We rely on your help to be able to provide the best service possible to our community. Please come in and visit, share what you are experiencing, and if able come out on a ride along with an officer. We are all on the same team and we enjoy working together to solve our community's needs.



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 = 06/01/2024 to 07/23/2024,
Primary Unit = ETNA%,
Response Zone = 1

CFS EVENT LIST SEARCH RESULTS

TIME CREATED	EVENT NUMBER	CASE NUMBER	CALL TYPE	LOCATION	APT	FINAL TYPE
06/06/2024 14:53	2406060045		VEH STOP	N HWY 3/HOLZHAUSER LN		
06/06/2024 16:44	2406060058		VEH STOP	N HWY 3/MINERAL RANGE RD		
06/07/2024 15:20	2406070029		VEH STOP	N HWY 3/MINERAL RANGE RD		
06/08/2024 12:04	2406080025		VEH STOP	N HWY 3/SERPA LN		
06/08/2024 14:32	2406080036		VEH STOP	N HWY 3/MINERAL RANGE RD		
06/08/2024 15:45	2406080042		VEH STOP	N HWY 3/MCADAMS CREEK RD		
06/11/2024 17:40	2406110042		VEH STOP	N HWY 3/SERPA LN		
06/12/2024 07:33	2406120010		VEH STOP	7600 W HWY 3		
06/12/2024 07:49	2406120012		VEH STOP	N HWY 3/PEACH ORCHARD RD		
06/13/2024 07:53	2406130012		VEH STOP	N HWY 3/HOLZHAUSER LN		
06/19/2024 19:04	2406190065		VEH STOP	VALLEY PINES DR/N 3		
06/20/2024 14:21	2406200034		VEH STOP	N HWY 3/DAWN		
06/20/2024 16:41	2406200044		VEH STOP	N HWY 3/MARBLE VIEW AVE		
06/21/2024 16:45	2406210040		VEH STOP	N HWY 3/SERPA LN		
06/22/2024 11:28	2406220015		VEH STOP	N HWY 3/SERPA LN		
06/22/2024 20:31	2406220047		VEH STOP	MAIN ST/MATHEWS ST		
06/22/2024 23:02	2406220056		VEH STOP	N HWY 3/LIGHTHILL RD		
06/23/2024 10:19	2406230015		VEH STOP	N HWY 3/MINERAL RANGE RD		
06/24/2024 14:29	2406240035		M	9195 SCARFACE RD		
06/28/2024 17:47	2406280056		VEH STOP	N HWY 3/MINERAL RANGE RD		
06/28/2024 19:15	2406280064		ASST	LIGHTHILL/SURPA		
06/29/2024 14:30	2406290035		VEH STOP	9400 N HWY 3		
07/02/2024 14:48	2407020040		VEH STOP	N HWY 3/SCOTT RIVER RD		
07/02/2024 18:45	2407020065		OWAV	2400 N HWY 3		
07/11/2024 17:08	2407110056		VEH STOP	00 LIGHTHILL RD		
07/13/2024 10:41	2407130024		ASST	N HWY 3/HOLZHAUSER LN		
07/19/2024 16:12	2407190040		VEH STOP	N HWY 3/MARBLE VIEW AVE		
07/21/2024 20:24	2407210033		PTRL	MARBLE VIEW AVE/N 3		

TOTAL CALLS: 28



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 = 06/01/2024 to 07/23/2024,
Primary Unit = ETNA%,
Response Zone = 5

CFS EVENT LIST SEARCH RESULTS

TIME CREATED	EVENT NUMBER	CASE NUMBER	CALL TYPE	LOCATION	APT	FINAL TYPE
06/03/2024 22:17	2406030049		DP	100 ISLAND RD		
06/04/2024 21:37	2406040060		DP	519 CALLAHAN ST		
06/07/2024 17:59	2406070040		VEH STOP	S HWY 3/FRENCH CREEK RD		
06/11/2024 06:04	2406110001		ASST	9110 FRENCH CREEK RD		
06/11/2024 08:28	2406110004		ASST	4315 S HWY 3		
07/17/2024 16:53	2407170033		VEH STOP	HWY 3/STERLING		

TOTAL CALLS: 6



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 = 06/01/2024 to 07/23/2024,
Primary Unit = ETNA%,
Response Zone = 5A

CFS EVENT LIST SEARCH RESULTS

TIME CREATED	EVENT NUMBER	CASE NUMBER	CALL TYPE	LOCATION	APT	FINAL TYPE
06/01/2024 10:03	2406010009		VEH STOP	HWY3 / MC ADAMS		
06/01/2024 13:56	2406010017		FLP	11708 EAST ST		
06/03/2024 12:05	2406030019		FLP	12348 MAIN ST		
06/03/2024 17:14	2406030037		DV	12080 MAIN ST		
06/04/2024 16:30	2406040036		CIV	12348 N HWY 3		
06/04/2024 17:45	2406040042	5240046	RO	11801 MAIN ST		
06/05/2024 17:22	2406050037		OWAS	101 BUTTE ST		
06/08/2024 14:59	2406080039	5240047	VEH STOP	MAIN ST/BUTTE ST		
06/09/2024 09:56	2406090014		VEH STOP	MAIN ST/DOUGLAS ST		
06/09/2024 12:26	2406090026		VEH STOP	N HWY3 / EASTSIDE RD		
06/09/2024 13:00	2406090028		OWAS	11954 MAIN ST		
06/09/2024 14:36	2406090035		ALARM	11906 MAIN ST		
06/10/2024 10:31	2406100021		WI	12345 MAIN ST		
06/11/2024 13:27	2406110022		FORG	11911 MAIN ST		
06/11/2024 16:36	2406110041	5240049	OWAS	MAIN ST/ALLISON WAY		
06/12/2024 09:14	2406120015		CODE	24 NEWTON ST		
06/12/2024 16:37	2406120060		FLP	12079 MAIN ST	B	
06/12/2024 17:09	2406120061		FLP	101 BUTTE ST	3	
06/13/2024 01:18	2406130003	5240050	ASST	11211 N HWY 3		
06/13/2024 14:11	2406130042	5240051	CRNR	313 NEWTON ST		
06/13/2024 14:25	2406130044		WI	1134 DIGGLES ST		
06/15/2024 16:48	2406150030		VEH STOP	HWY3 / PEACH ORCHARD RD		
06/18/2024 09:30	2406180013		CODE	236 STERLING ST		
06/19/2024 09:52	2406190017		CIV	11263 N HWY 3		
06/19/2024 14:04	2406190045		ANIMAL	12079 MAIN ST	B	
06/20/2024 22:40	2406200063		DP	EAST ST/STERLING ST		
06/21/2024 10:49	2406210014		VEH STOP	MAIN ST/STERLING ST		
06/22/2024 16:20	2406220025		VEH STOP	BUTTE ST/OAK MILL DR		
06/22/2024 17:12	2406220029		VEH STOP	MAIN ST/NEWTON ST		

TIME CREATED	EVENT NUMBER	CASE NUMBER	CALL TYPE	LOCATION	APT	FINAL TYPE
06/22/2024 21:15	2406220052	5240052	VEH STOP	11307 MAIN ST		
06/23/2024 16:26	2406230029		FLP	101 BUTTE ST	4	
06/23/2024 17:02	2406230033		PTFT	11307 MAIN ST		
06/25/2024 09:35	2406250015		FLP	12348 MAIN ST		
06/27/2024 12:10	2406270020		WI	12345 MAIN ST		
06/27/2024 15:47	2406270042		OWAV	NEWTON ST		
06/28/2024 13:10	2406280036	5240053	M	11307 MAIN ST		
06/28/2024 13:47	2406280038		FLP	11513 MAIN ST		
06/29/2024 12:24	2406290027		FLP	12079 MAIN ST		
06/29/2024 12:55	2406290028		FLP	101 BUTTE ST		
06/29/2024 16:41	2406290047		M	12079 MAIN ST		
07/01/2024 21:04	2407010059		ANIMAL	11725 EASTSIDE RD		
07/02/2024 15:47	2407020051	5240055	TRSP	12075 MAIN ST		
07/02/2024 16:49	2407020054		ANIMAL	COMUNITY GARDEN		
07/04/2024 17:28	2407040039		ASST	12825 MARBLE VIEW AVE		
07/04/2024 17:34	2407040040		OWAS	00 MAIN ST		
07/05/2024 10:17	2407050022	5240056	ANIMAL	12079 MAIN ST		
07/06/2024 10:35	2407060012		VEH STOP	7500 HWY3		
07/08/2024 13:49	2407080031		CIV	FORT JONES FIRE DEPARTMENT		
07/10/2024 13:22	2407100028		ANIMAL	125 NEWTON ST		
07/11/2024 10:51	2407110031		FLP	12079 MAIN ST		
07/12/2024 16:36	2407120033		MP	12345 MAIN ST		
07/15/2024 06:33	2407150009		WI	12236 MAIN ST		
07/15/2024 06:44	2407150010		AVEH	SCOTT RIVER RD/BRIDGE ST		
07/16/2024 16:46	2407160033		OWAV	12212 MAIN ST		
07/17/2024 22:00	2407170050		PTRL	11714 EAST ST		
07/18/2024 13:14	2407180034		M	11801 MAIN ST		
07/19/2024 15:14	2407190037		M	11906 MAIN ST		
07/19/2024 18:38	2407190048	5240057	BURG	31 CARLOCK ST		
07/19/2024 23:23	2407190067		FLP	112 NEWTON ST		
07/20/2024 17:52	2407200033		ASST	11236 N STATE HWY 3		
07/20/2024 18:59	2407200034		DP	12313 MAIN ST		
07/21/2024 11:06	2407210012		CIV	12313 MAIN ST		
07/21/2024 16:15	2407210023		DP	11911 MAIN ST		
07/21/2024 16:57	2407210026		FLP	112 NEWTON ST		
07/22/2024 16:03	2407220032		CIV	13203 MAIN ST		
07/22/2024 17:42	2407220039	5240059	AB	12313 MAIN ST		
07/23/2024 11:55	2407230018		ASST	11960 EAST RD		
07/23/2024 13:11	2407230023		ATC	12313 MAIN ST		

TIME CREATED	EVENT NUMBER	CASE NUMBER	CALL TYPE	LOCATION	APT	FINAL TYPE
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TOTAL CALLS: 68



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 = 06/01/2024 to 07/23/2024,
Primary Unit = ETNA%,
Response Zone = 5B

CFS EVENT LIST SEARCH RESULTS

TIME CREATED	EVENT NUMBER	CASE NUMBER	CALL TYPE	LOCATION	APT	FINAL TYPE
06/04/2024 12:50	2406040026		VEH STOP	KELLEMS LN/N 3		
06/04/2024 14:25	2406040029		VEH STOP	N HWY 3/GLENDENNING RD		
06/05/2024 16:55	2406050036		VEH STOP	N HWY 3/QUARTZ VALLEY RD		
06/07/2024 12:58	2406070023		VEH STOP	N HWY 3/KELLEMS LN		
06/08/2024 09:44	2406080013		VEH STOP	6737 N HWY 3		
06/08/2024 12:37	2406080028	4240044	OWAS	6737 N HWY 3		
06/12/2024 11:30	2406120032		NCRM	GAS COMPANY		
06/21/2024 13:55	2406210025		VEH STOP	5000 N HWY 3		
06/23/2024 16:49	2406230030		ALARM	6701 N HWY 3		
07/02/2024 13:00	2407020034		VEH STOP	N HWY 3/GLENDENNING RD		
07/03/2024 16:55	2407030037		OWAV	00 GREENVIEW RD		
07/11/2024 11:10	2407110032		VEH STOP	N HWY 3/KELLEMS LN		
07/17/2024 09:26	2407170015		OWAS	00 KELLEMS LN		

TOTAL CALLS: 13



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 = 06/01/2024 to 07/23/2024,
Primary Unit = ETNA%,
Response Zone = 5C

CFS EVENT LIST SEARCH RESULTS

TIME CREATED	EVENT NUMBER	CASE NUMBER	CALL TYPE	LOCATION	APT	FINAL TYPE
06/01/2024 11:30	2406010014		VEH STOP	124 COLLIER WAY		
06/02/2024 11:07	2406020017	4240041	CHAB	711 HOWELL AVE		
06/02/2024 15:14	2406020028		VEH STOP	COLLIER WAY/PIG ALY		
06/02/2024 15:46	2406020029		VEH STOP	COLLIER WAY/MAIN ST		
06/04/2024 17:48	2406040044	4240042	VEH STOP	CALLAHAN ST/MAIN ST		
06/04/2024 19:03	2406040052		OWAS	400 MAIN ST		
06/05/2024 10:07	2406050010		OWAS	117 MAIN ST		
06/07/2024 12:27	2406070020		M	841 HIGHLAND ST		
06/07/2024 15:57	2406070031	4240043	FIRE	900 CALLAHAN WAY		
06/08/2024 13:25	2406080032		M	840 BRYAN ST		
06/08/2024 15:17	2406080041		ALARM	8 COMMERCIAL ST		
06/08/2024 18:30	2406080050		FLP	804 BRYAN ST		
06/09/2024 13:39	2406090031		ALARM	8 COMMERCIAL ST		
06/09/2024 18:47	2406090046	4240045	SUIC	317 COLLIER WAY	4	
06/10/2024 08:47	2406100013		DP	900 CALLAHAN WAY		
06/11/2024 09:16	2406110005	4240046	OWAS	CHURCH ST/WAGNER WAY		
06/11/2024 12:33	2406110020		FLP	333 COLLIER WAY		
06/11/2024 15:35	2406110035		DV	900 CALLAHAN WAY		
06/12/2024 08:41	2406120014		M	520 COLLIER WAY		
06/12/2024 18:29	2406120067		M	117 MAIN ST		
06/12/2024 19:28	2406120070		DP	148 MAIN ST		
06/13/2024 13:00	2406130036	4240048	PTFT	440 PIG ALY		
06/14/2024 14:12	2406140031	4240049	DB	632 BRYAN ST		
06/18/2024 08:52	2406180010		M	220 COLLIER WAY		
06/18/2024 11:10	2406180014		ASST	226 COLLEGE AVE		
06/19/2024 14:23	2406190048		MH	404 N HWY 3		
06/20/2024 09:46	2406200010		CODE	226 COLLEGE ST		
06/20/2024 18:42	2406200050		ASST	135 MAIN ST		
06/22/2024 19:32	2406220038		M	833 HIGHLAND ST		

TIME CREATED	EVENT NUMBER	CASE NUMBER	CALL TYPE	LOCATION	APT	FINAL TYPE
06/22/2024 21:07	2406220050		DP	117 MAIN ST		
06/22/2024 23:24	2406220057		OWAS	MAIN ST/N 3		
06/23/2024 12:19	2406230020		VEH STOP	00 N HWY 3		
06/24/2024 16:33	2406240042		TRSP	15 TELCO WY		
06/25/2024 21:19	2406250063		ANIMAL	166 MAIN ST		
06/26/2024 15:17	2406260037		ANIMAL	ETNA CITY PARK		
06/27/2024 13:05	2406270025		DP	0 ETNA CITY PARK		
06/28/2024 20:07	2406280070		VEH STOP	MAIN ST/CALLAHAN ST		
06/29/2024 14:28	2406290034		M	133 CHARLES ST		
06/29/2024 17:53	2406290049	4240050	TRSP	38 MAIN ST		
06/29/2024 21:27	2406290057		DP	131 MAIN ST		
06/29/2024 22:04	2406290060		DP	117 MAIN ST		
06/30/2024 11:33	2406300013	4240051	SEXO	117 MAIN ST		
06/30/2024 14:40	2406300020		FLP	38 MAIN ST		
06/30/2024 16:39	2406300024		TRSP	38 MAIN ST		
06/30/2024 17:08	2406300026	4240052	FLP	841 HIGHLAND ST		
07/02/2024 04:59	2407020008		WI	N HWY 3/S 3		
07/02/2024 19:31	2407020071		DP	117 MAIN		
07/03/2024 15:22	2407030031		ASST	435 MAIN ST		
07/04/2024 20:08	2407040055		MH	510 COLLIER WAY		
07/06/2024 11:00	2407060014		ASST	400 MAIN ST		
07/06/2024 12:28	2407060020	4240053	ASST	900 CALLAHAN WAY	6	
07/06/2024 16:14	2407060034		WI	917 CLEVELAND ST		
07/08/2024 06:57	2407080004		ALARM	30 TELCO WAY		
07/08/2024 07:57	2407080006		ATC	ETNA CITY PARK		
07/08/2024 18:11	2407080048		WI	913 CLEVELAND ST		
07/08/2024 22:22	2407080058		DRDR	38 MAIN ST		
07/09/2024 01:41	2407090001		TRSP	38 MAIN ST		
07/09/2024 09:11	2407090009		BURG	117 MAIN ST		
07/09/2024 13:37	2407090023	4240054	DP	15 TELCO WY		
07/09/2024 18:26	2407090037		WI	541 OAK ST		
07/09/2024 23:04	2407090044		TRSP	117 MAIN ST		
07/10/2024 11:10	2407100021		DP	117 MAIN ST		
07/10/2024 16:12	2407100036		M	SCOTT ST/N 3		
07/11/2024 13:07	2407110039	4240055	SCAM	250 FREDERICK ST		
07/11/2024 14:57	2407110046		CIV	119 SCOTT ST		
07/11/2024 19:50	2407110064		DP	117 MAIN ST		
07/12/2024 11:45	2407120017		DP	117 MAIN ST		
07/14/2024 21:25	2407140050		FLP	36 MAIN ST		

TIME CREATED	EVENT NUMBER	CASE NUMBER	CALL TYPE	LOCATION	APT	FINAL TYPE
07/15/2024 04:13	2407150007		TRSP	133 CHARLES ST		
07/15/2024 09:54	2407150018		M	133 CHARLES ST		
07/15/2024 10:41	2407150023		WI	211 MAIN ST		
07/19/2024 20:13	2407190054		M	217 SCOTT ST		
07/20/2024 14:00	2407200023		M	101 ISLAND		
07/20/2024 20:32	2407200039	4240057	PTFT	124 COLLIER WAY		
07/20/2024 21:40	2407200043		WI	110 INDUSTRIAL PKY		
07/22/2024 17:06	2407220036	4240058	PTFT	15 TELCO WY		
07/23/2024 22:13	2407230053		DP	117 MAIN ST		

TOTAL CALLS: 77



City of Etna

Etna Fire Department



Aug 21, 2024

Fire Chief's Monthly Update:

Around the first of August 2024, I was chosen as the Fire Chief for the City of Etna. Previously I was Assistant Fire Chief with Fire Chief Kramer. Chief Kramer and I were working on finding and retaining firefighters to increase the active roster at Etna Fire Department. Chief Kramer and I had Monday morning meeting to help me become more familiar with the workings of the city and the fire department.

Since becoming Chief I have made Larry Hicks Assistant Chief. We are currently working to verify and update the City of Etna Fire Department codes and regulations that govern our officers and firefighters. We are attempting to standardize our policies and procedures to mirror the state standard and the standards of our fellow departments in Scott Valley. Our current Etna Ambulance Director Paramedic Arrwood has accepted the position of Fire Department Secretary and has been a major asset in gathering and presenting to Chief Hicks and I templates for establishing standards for our fire department members.

It has been a thought and an idea for years to absorb the City of Etna Ambulance back into the City of Etna Fire Department. Ambulance, fire department, and Etna City Hall Personal are all working on the feasibility of combining the two departments. The purpose of combining is to open possibilities of additional grants and income, better allowing Etna Ambulance to serve Scott Valley.

Fire Engine 1411 had developed pumping issues. Those issues ended up including the main pump impeller damage, pump transmission damage, inadequate pressure check valves, and damage to the CAFS air compressor pump. Chief Hicks has been working with Dan Burbank (city works Dept) to get 1411 back into service. The parts estimate for repairing the water pump on 1411 is \$3309.80. Dan Burbank has not received the estimate for the CAFS air compressor pump repair but roughly estimates it will cost \$1200.

Etna Fire Department and Etna Ambulance will be presenting in future council meeting proposals and documents uniting the two departments and clarifying the duties of department personnel.

July Numbers

Total: 67	Etna 9	ALS	BLS	CXL	CCP	Missed	AMA/BLS	None:
Billable: 32	FJ 10	24	8	24	2	6	assess/ non billable :	MSAS rendezvous BLSD
	SV 47						2	
	M11 1							
								Days w/o calls: 7
July 2023	Total: 44 Billable: 26 Days without calls: 9							

(67 calls in one month is the most that has been recorded)

Key:

ALS: Advanced Life Support (paramedic level)

BLS: Basic Life Support (EMT level)

BLSD: Deceased on scene, no transport

AMA: Against Medical Advice (No transport)

CXL: Cancelled

CCP: Community Care Program

MSAS: Mount Shasta Ambulance Service (we req them for a paramedic if needed)

M11: Salmon River Fire/Rescue (they req us for transport)

Etna: City limits of Etna

FJ: Fort Jones Town Limits

SV: Scott Valley outside of city/town limits

Ambulances:

M55: brake vacuum pump went out and coolant leak found. Dan and crew fixed both.

M56: some lights burned out, expensive to replace. Dan will help with changing to LED for better efficiency and recharge the AC unit.

Upcoming training/classes/events:

We received a \$400 donation for training supplies from the Yreka Elks Lodge.

MISC

Back to helping with the park towels by washing, drying, folding and getting them back to Dan Keip. So far this season, 30 loads of laundry have been processed.



City of Etna

Agenda Request

Date of Meeting: 8.26.24

Spokesperson(s): Siskiyou County Public Health - Alexandra Agron & City Staff

Is this for Discussion ☐ or are you requesting an Action ☒

Subject/Request: Siskiyou County Public Health Mobile Clinic Services

Please provide a description of the request and attach supporting documentation:

Discuss and approve mobile health and outreach services to community members in Etna at a centralized location. All services and supplies are provided free and at no cost to the public. We have a mobile clinic and outreach van that we would like to set up in the parking lot next to the Etna Library on outreach days.

Approve moving forward with a partnership between the City of Etna and Siskiyou County Public Health and discuss frequency of visits for mobile services in Etna.

Will there be a financial impact to the City? ☐ Yes ☒ No If Yes, \$_____

Please describe:

NOTE: Agenda requests must be received no less than four working days before the date of meeting. Return this form and supporting documentation to address below.



City of Etna

Agenda Request

Date of Meeting: 8.26.24

Spokesperson(s): City Council & Staff

Is this for Discussion ☒ or are you requesting an Action ☒

Subject/Request: City of Etna Fire Chief Position

Please provide a description of the request and attach supporting documentation:

Acknowledge and recognize Clint Whitchurch as the new Fire Chief for Etna Fire Department.

Will there be a financial impact to the City? ☐ Yes ☒ No If Yes, \$_____

Please describe:

NOTE: Agenda requests must be received no less than four working days before the date of meeting. Return this form and supporting documentation to address below.



City of Etna

Agenda Request

Date of Meeting: 8.26.24

Spokesperson(s): City Council & Staff

Is this for Discussion ☒ or are you requesting an Action ☐

Subject/Request: Engine 1411 Repairs

Please provide a description of the request and attach supporting documentation:

Engine 1411 has mechanical issues and the department would like to get this equipment back in service. Approve purchasing parts to replace the water pump and the CAFS air compressor pump. Total estimate for the parts is \$4,509.80.

Will there be a financial impact to the City? ☒ Yes ☐ No If Yes, \$ 4,600

Please describe:

NOTE: Agenda requests must be received no less than four working days before the date of meeting. Return this form and supporting documentation to address below.

WATEROUS COMPANY

125 Hardman Avenue South
South St. Paul, MN 55075-2456 USA
Fax: 800.488.1228 Intl Fax: +1.651.450.5090
E-mail: service@waterousco.com

QUOTE

WATEROUS NO: PQH3740
DATE: AUG 15, 2024
PAGE: 1

BILL TO: 16449300

DELIVER TO: 16449300

CITY OF ETNA FIRE DEPARTMENT

CITY OF ETNA FIRE DEPARTMENT

PO BOX 460
ETNA, CA 96027

442 MAIN STREET
ETNA, CA 96027

CONTACT NAME: ALAN KRAMER

CONSIGNEE P/O:

NOTICE OF CONDITIONS OF SALE: ALL QUOTATIONS, ACKNOWLEDGMENTS, AND SALES BY WATEROUS ARE SUBJECT TO AND EXPRESSLY CONDITIONED ON BUYER'S ASSENT TO THE WATEROUS CONDITIONS OF SALE (FORM F-2190) PROVIDED WITH THIS QUOTATION AND AVAILABLE AT <http://www.waterousco.com/company/conditions.shtml>.

CUSTOMER P/O		ORDER DATE	DATE REQD	FREIGHT CARRIER	FREIGHT TYPE
PARTS QUOTE		AUG 14, 2024	AUG 14, 2024	UPS GROUND COMERCIAL	PREPAY/BILL
LINE #	QUANTITY	DESCRIPTION		UNIT LIST PRICE	UNIT NET PRICE
		CART ID: 202411002 ABKRAMER@SISQTEL.NET CXVT 108682 P106372 2/15/02 WATEROUS COMPANY - ARIZONA =====			
		EXW: SO ST PAUL, MN USA LEAD TIME: 4 DAYS QUOTE VALID FOR 30 DAYS =====			
1	1	N 07 NUT BEARING LOCK MSGC Serial Number: 108682 T41		11.50	11.50
2	1	W 07 WASHER BEARING LOCK FIRE Serial Number: 108682 T47		3.20	3.20
3	1	W 3926-250 OIL SEAL 1-5/8 X 2-1/2 MSGC Serial Number: 108682 T50		41.50	41.50
4	1	W20307 BEARING BALL SINGLE ROW THDGC Serial Number: 108682		48.00	48.00
PAYMENT TERMS:			EXTENDED TOTALS US DOLLARS		

BILL TO: 16449300

DELIVER TO: 16449300

CITY OF ETNA FIRE DEPARTMENT

CITY OF ETNA FIRE DEPARTMENT

PO BOX 460
ETNA, CA 96027

442 MAIN STREET
ETNA, CA 96027

CONTACT NAME: ALAN KRAMER

CONSIGNEE P/O:

NOTICE OF CONDITIONS OF SALE: ALL QUOTATIONS, ACKNOWLEDGMENTS, AND SALES BY WATEROUS ARE SUBJECT TO AND EXPRESSLY CONDITIONED ON BUYER'S ASSENT TO THE WATEROUS CONDITIONS OF SALE (FORM F-2190) PROVIDED WITH THIS QUOTATION AND AVAILABLE AT <http://www.waterousco.com/company/conditions.shtml>.

CUSTOMER P/O		ORDER DATE	DATE REQD	FREIGHT CARRIER	FREIGHT TYPE
PARTS QUOTE		AUG 14, 2024	AUG 14, 2024	UPS GROUND COMERCIAL	PREPAY/BILL
LINE#	QUANTITY	DESCRIPTION		UNIT LIST PRICE	UNIT NET PRICE
5	1	T53 W15307 BEARING BALL DOUBLE ROW KGC Serial Number: 108682 T93		78.00	78.00
6	1	62304 SHAFT IMPELLER CX (SI) Serial Number: 108682 S1		631.00	631.00
7	1	W 4905-25 KEY SQUARE .313 X 1-9/16 FIRE Serial Number: 108682 S2		2.50	2.50
8	1	51954 NUT IMPELLER CG (SI) Serial Number: 108682 S13		35.50	35.50
9	1	K 1252 KIT MECH SEAL CX Serial Number: 108682 S14		688.00	688.00
11	1	71888 IMPELLER CX		1568.00	1568.00
PAYMENT TERMS:			EXTENDED TOTALS US DOLLARS		

WATEROUS COMPANY

125 Hardman Avenue South
South St. Paul, MN 55075-2456 USA
Fax: 800.488.1228 Intl Fax: +1.651.450.5090
E-mail: service@waterousco.com

QUOTE

WATEROUS NO: PQH3740
DATE: AUG 15, 2024
PAGE: 3

BILL TO: 16449300

DELIVER TO: 16449300

CITY OF ETNA FIRE DEPARTMENT

CITY OF ETNA FIRE DEPARTMENT

PO BOX 460
ETNA, CA 96027

442 MAIN STREET
ETNA, CA 96027

CONTACT NAME: ALAN KRAMER

CONSIGNEE P/O:

NOTICE OF CONDITIONS OF SALE: ALL QUOTATIONS, ACKNOWLEDGMENTS, AND SALES BY WATEROUS ARE SUBJECT TO AND EXPRESSLY CONDITIONED ON BUYER'S ASSENT TO THE WATEROUS CONDITIONS OF SALE (FORM F-2190) PROVIDED WITH THIS QUOTATION AND AVAILABLE AT <http://www.waterousco.com/company/conditions.shtml>.

CUSTOMER P/O		ORDER DATE	DATE REQD	FREIGHT CARRIER	FREIGHT TYPE
PARTS QUOTE		AUG 14, 2024	AUG 14, 2024	UPS GROUND COMERCIAL	PREPAY/BILL
LINE#	QUANTITY	DESCRIPTION		UNIT LIST PRICE	UNIT NET PRICE
		Serial Number: 108682 S10			
12	2	62420 RING WEAR STANDARD CX Serial Number: 108682 S17		89.00	89.00
14	1	51254 GASKET KGC Serial Number: 108682 T4		5.00	5.00
15	1	61264 GASKET CP Serial Number: 108682 T8		14.00	14.00
16	1	W 3752-4 O-RING 3-1/4 X 3-1/2 FIRE Serial Number: 108682 T49		.60	.60
17	1	W 4904-23SS KEY SQUARE .250 X 1-7/16 CG ** New Line ** Serial Number: 108682 S12		5.00	5.00

PAYMENT TERMS:

EXTENDED TOTALS
US DOLLARS

South St. Paul, MN 55075-2456 USA
Fax: 800.488.1228 Intl Fax: +1.651.450.5090
E-mail: service@waterousco.com

DATE: AUG 15, 2024
PAGE: 4

BILL TO: 16449300

DELIVER TO: 16449300

CITY OF ETNA FIRE DEPARTMENT

CITY OF ETNA FIRE DEPARTMENT

PO BOX 460
ETNA, CA 96027

442 MAIN STREET
ETNA, CA 96027

CONTACT NAME: ALAN KRAMER

CONSIGNEE P/O:

NOTICE OF CONDITIONS OF SALE: ALL QUOTATIONS, ACKNOWLEDGMENTS, AND SALES BY WATEROUS ARE SUBJECT TO AND EXPRESSLY CONDITIONED ON BUYER'S ASSENT TO THE WATEROUS CONDITIONS OF SALE (FORM F-2190) PROVIDED WITH THIS QUOTATION AND AVAILABLE AT <http://www.waterousco.com/company/conditions.shtml>.

CUSTOMER P/O	ORDER DATE	DATE REQD	FREIGHT CARRIER	FREIGHT TYPE
PARTS QUOTE	AUG 14, 2024	AUG 14, 2024	UPS GROUND COMERCIAL	PREPAY/BILL

LINE#	QUANTITY	DESCRIPTION	UNIT LIST PRICE	DISC %	UNIT NET PRICE
All returned parts are subject to a 25% return handling fee.					
Material Surcharges may apply. Surcharge will be determined at time of shipment.					

PAYMENT TERMS:VISA/MASTERCARD/AMEX

EXTENDED TOTALS	3309.80	3309.80
US DOLLARS		

If you have any questions regarding this quote, please call:

NICK JOHNSON 651.450.5247

> DENOTES CHANGE. THIS SUPERSEDES ALL PREVIOUS ACKNOWLEDGMENTS.

Conditions of Sale

General

1. WATEROUS agrees to sell products to Buyer on the following Conditions of Sale which supersede any other or inconsistent terms of Buyer. Acceptance of orders by WATEROUS is based on the express condition that Buyer agrees to all of these Conditions of Sale. Buyer will be deemed to have assented to all Conditions of Sale contained herein if any part of the products are shipped or an invoice is presented in connection with said products. No modification or alteration of any provision hereof shall result from WATEROUS' acknowledgment of Buyer's purchase order, shipment of products or other affirmative action by WATEROUS toward performance following receipt of Buyer's purchase order or other forms containing provisions, terms or conditions in addition to or in conflict or inconsistent with these Conditions of Sale.
2. All orders or contracts resulting from written or verbal quotations or from published literature are subject to acceptance by WATEROUS. Prices, specifications, and designs included in such quotations or literature are subject to change without notice. All orders are accepted on basis that they will be billed at the price in effect on the date of shipment unless special price protection terms are offered with price increase announcements. All shipments made six months or more after the date of price increase will be billed at the price in effect on the date of shipment.
3. Prices do not include sales, use, excise or any other taxes based upon or measured by the sale, use, manufacture or shipment of the products hereby covered. All such taxes are in addition to prices quoted by WATEROUS or shown on its price list, and shall be paid by Buyer whether shown on WATEROUS' original billing or added to the billing later and, if paid by WATEROUS, the Buyer agrees to reimburse WATEROUS on demand for the full amount thereof.

Terms of Payment

4. Terms of payment on any order are subject to approval by WATEROUS' Credit Department. Unless otherwise stated in writing by WATEROUS, terms to Buyer who have established credit satisfactory to WATEROUS are net thirty (30) days from date of date of invoice for sales in North America and net sixty (60) days from date of invoice for International sales. If Buyer fails to make payment in accordance with the terms of this agreement, the account shall be deemed to be delinquent. A service charge not exceeding the maximum allowed by law may be assessed. Buyer agrees to pay all collection costs and expenses, including reasonable attorney's fees incurred by WATEROUS in collecting or attempting to collect such account. Payment by the Buyer of the price of the order shall be a condition precedent to Buyer's right to assert any claim against WATEROUS. WATEROUS reserves the right to ship any order C.O.D.
5. Should the financial responsibility of Buyer at anytime become unsatisfactory to WATEROUS, WATEROUS shall have the right to suspend the performance of any order or require payment for any shipment hereunder in advance or require satisfactory security or other adequate assurance satisfactory to WATEROUS. If Buyer fails to make payment in accordance with the terms of this agreement or fails to comply with any provision hereof, WATEROUS may at its option, in addition to any other remedy, cancel any unshipped portion of this order with Buyer to remain liable for all unpaid accounts. WATEROUS shall have the right to credit toward the payment of any monies that may become due WATEROUS hereunder any sums which may now or hereafter be owed to Buyer by WATEROUS.
6. All shipments are F.O.B. factory, South St. Paul, Minnesota, unless otherwise stated in the order. Unless otherwise provided in writing, freight charges on all shipments, and spotting, switching, demurrage or drayage at destination are to be paid by Buyer. Any increase in the amount of freight from that shown on the face hereof as being included is for Buyer's account. WATEROUS reserves the right to designate original and intermediate carriers. If a specific delivery carrier is required, Buyer must designate such carrier in writing to WATEROUS prior to shipment. WATEROUS reserves the right to make partial shipments. Title to products sold shall pass upon delivery to carrier at the point of shipment, irrespective of any freight allowance or prepayment of freight, and thereafter the risk of loss or damage shall be upon Buyer.

Delay in or Prevention of Performance

7. WATEROUS shall not be liable for any expense, loss or damage resulting from delay in delivery or prevention of performance caused by fires, floods, acts of God, strikes, labor disputes, labor shortages, lack of or inability to obtain materials, fuels, supplies or equipment, riots, accidents, transportation delays, acts or failures to act of any government or of Buyer, or any other cause whatsoever, provided that such cause is beyond the reasonable control of WATEROUS; and WATEROUS shall have such additional time for performance as may be reasonably necessary under the circumstances and may adjust the price to reflect increases occasioned by such delay. Acceptance by Buyer of any product shall constitute a waiver by Buyer of any claim for damages on account of any delay in delivery of such products. If delivery is delayed or interrupted by any such cause, WATEROUS may store the products at Buyer's expense and risk, and WATEROUS may charge Buyer thereof a reasonable storage rate. If WATEROUS is delayed in proceeding with production or otherwise because it is awaiting Buyer's approval or acceptance of designs, drawings, prints, engineering or technical data, or is awaiting Buyer's approval or acceptance of the products, WATEROUS shall be entitled to an adjustment in price commensurate with any increase in WATEROUS' cost of production and any other losses and expenses incurred by WATEROUS attributable to such delays.

Inspection and Acceptance

8. Claims for damage, shortage or errors in shipping must be reported within one (1) day following delivery to Buyer. Buyer shall have seven (7) days from the date Buyer receives any products to inspect such products for defects and nonconformance which are not due to damage, shortage or errors in shipping and to notify WATEROUS. In writing, of any defects, nonconformance or rejection of such products. After such seven (7) day period, Buyer shall be deemed to have irrevocably accepted the products, if not previously accepted. After such acceptance, Buyer shall have no right to reject the products for any reason or to revoke acceptance. Buyer hereby agrees that such seven (7) day period is a reasonable amount of time for such inspection and revocation.

Returned Material

9. No products or parts may be returned for any reason and no order may be cancelled or changed in whole or in part without the prior written consent of WATEROUS. Special items not normally stocked by WATEROUS cannot be returned for credit unless the manufacturer of said special items agrees to accept their return for credit and the Buyer agrees to pay a handling charge of twenty five percent (25%) of invoice price plus the full restocking charge of the manufacturer.

Cancellations - Partial/Deferred Delivery

10. No order or contract is subject to cancellation or change by the Buyer unless agreed to in writing by an authorized person of WATEROUS. In the event of any cancellation and without any limitation to other available remedies to WATEROUS, Buyer shall pay WATEROUS within thirty (30) days of such cancellation the contract price, including applicable taxes, for all products, materials and services which have been completed prior to cancellation. Additionally, Buyer shall pay WATEROUS within thirty (30) days of such cancellation all costs and other expenses incurred by WATEROUS for uncompleted items (including without limitation all commitments to WATEROUS' suppliers, subcontractors and others) and a cancellation charge in an amount equal to twenty percent (20%) upon the total of the foregoing. In the event of any change, WATEROUS shall be entitled to revise its prices and delivery schedules to reflect such changes.
11. Buyer agrees to accept delivery of any part or all of the products on the mutually agreed upon delivery date and failure of Buyer to furnish WATEROUS with shipping instructions shall in no way alter the terms of payment of WATEROUS' invoice for any of the products offered for delivery. Any deferred delivery requested by Buyer shall be subject to WATEROUS' written approval. On any approved deferred delivery WATEROUS shall have the right to render invoice for the completed portion of the order and to warehouse all completed products at Buyer's expense and risk of loss; on the completed portion of the order, WATEROUS reserves the right at its option to either make a cancellation charge on the same conditions and terms of payment as outlined in Section 10, hereof or to revise its prices and delivery schedules on the uncompleted portion to reflect its increased costs, delays and expenses.

Warranty and Limitations of Liabilities and Buyer's Remedies

12. WATEROUS warrants, to the original Buyer only, that products manufactured by WATEROUS will be free from defects in material and workmanship under normal use and service for the period specified in the product catalogs supplied by WATEROUS and that service parts are warranted for a period of ninety days, provided the Buyer notifies WATEROUS, in writing, of the defect in said product within the warranty period, and said product is found by WATEROUS to be nonconforming with the aforesaid warranty. When required in writing by WATEROUS, defective products must be promptly returned by Buyer to WATEROUS at WATEROUS' plant at South St. Paul, Minnesota, or at such other place as may be specified by WATEROUS, with transportation and other charges prepaid. A Returned Material Authorization (RMA) is required for all products and parts and may be requested by phone, fax, email, or mail. The aforesaid warranty excludes any responsibility or liability of WATEROUS for:

- (a) damages or defects due to accident, abuse, misuse, abnormal operating conditions, negligence, accidental causes, or improper maintenance, or attributable to written specifications or instructions furnished by Buyer;
- (b) defects in products manufactured by others and furnished by WATEROUS hereunder, it being understood and agreed by the parties that the only warranty provided for such products shall be the warranty provided by the manufacturer thereof which, if assignable, WATEROUS will assign to Buyer, if requested by Buyer;
- (c) any product or part, altered, modified, serviced or repaired other than by WATEROUS, without its prior written consent;
- (d) the cost of dismantling, removing, transporting, storing, or insuring the defective product or part and the cost of reinstallation; and

- (e) normal wear items (packing, strainers, filters, light bulbs, anodes, intake screens, mechanical seals, etc.).
- ALL OTHER WARRANTIES ARE EXCLUDED, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER CAUSE OF ACTION, SHALL WATEROUS BE LIABLE FOR ANY PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR PERSONAL INJURY OR PROPERTY DAMAGES.**

The exclusive remedy of Buyer and the sole liability of WATEROUS, whether based on contract, warranty, tort or any other basis of recovery whatsoever, is expressly limited at the election of WATEROUS to:

- (a) the replacement at the agreed point of delivery of any product or part, which upon inspection by WATEROUS or its duly authorized representative, is found not to conform to the limited warranty set forth above, or
- (b) the repair of such product or part, or
- (c) the refund or crediting to Buyer of the net sales price of the defective product or part.

BUYER'S REMEDIES CONTAINED HEREIN ARE EXCLUSIVE OF ANY OTHER REMEDY OTHERWISE AVAILABLE TO BUYER.

Patents/Proprietary Information

13. In the event that any claim is made or action brought against the Buyer based on a claim that any product or part sold hereunder constitutes an infringement of any U.S. Patent, the Buyer shall notify WATEROUS immediately thereof. WATEROUS shall have the right, with the Buyer's assistance, if required, but at WATEROUS' expense, to conduct settlement negotiations or any litigation. In the event said product or part is in such action held to be an infringement of any U.S. Patent, and the use is enjoined or, if as a result of a settlement, WATEROUS deems the continued use inadvisable, then provided that the Buyer has given WATEROUS the immediate notice provided for above and the product or part has been used only in accordance with the provision of this contract and shall not have been altered or changed in any material way, WATEROUS shall, at its option and expense, either procure for the Buyer the right to continue using said product or part, or repurchase same from Buyer for the original purchase price less reasonable depreciation. The foregoing states WATEROUS' entire liability for patent infringement. Notwithstanding, the foregoing, WATEROUS shall have no liability whatsoever and Buyer shall indemnify and save WATEROUS harmless from any liability, cost, claim or expense, including, without limitation, reasonable attorneys' fees, arising out of or attributable to patent infringement actions for products manufactured to the Buyer's design or specification.
14. All drawings, diagrams, specifications and other materials furnished by WATEROUS and identified as confidential, relating to the manufacture, or installation, or use or service of products or parts furnished hereunder and the information therein, are proprietary to WATEROUS. Such materials have been developed at great expense, and they contain trade secrets of WATEROUS. Buyer may not reproduce or distribute such materials except to Buyer's employees who may use the materials as part of their duties. All such materials relating to the product or part supplied directly by WATEROUS (except information as may be established to be in the public domain or disclosed pursuant to judicial government action) shall be received in confidence, and Buyer shall exercise reasonable care to hold such information in confidence.

All information received by WATEROUS from the Buyer shall be deemed not to be confidential and not to involve any trade secrets unless such information is clearly identified as confidential/trade secret information by the Buyer and an officer of WATEROUS has specifically signed a confidentiality agreement relating to such information. Except as above stated, representatives of WATEROUS are not authorized to accept any information from the Buyer in confidence.

Time Limit for Causes of Action

15. All actions, regardless of form, arising out of or related to this transaction or the products sold hereunder must be commenced against WATEROUS within the applicable limitations period, but in no event more than one (1) year after the cause of action accrues.

Indemnification

16. WATEROUS shall not be liable for any losses or damages sustained by the Buyer, or any other person, as a result of improper installation or misapplication of the product. Buyer shall defend, indemnify and hold harmless WATEROUS and its agents and employees against any loss, damage, claim, suit, liability, judgment or expense (including, without limitation, attorney's fees) arising out of or in connection with any injury, death, or damage to or loss of any property or the environment, or violation of any applicable laws or regulations, resulting directly or indirectly from the installation or operation of any products, machinery, equipment, apparatus, components or parts (collectively "Products") furnished by WATEROUS and caused by or resulting from Buyer's negligence or other fault, or caused by or resulting from any failure of Buyer or others to specify, or install, or provide devices or warnings to protect against or prevent personal injury or other damages in connection with the installation, operation, or use of any such Products by any person, whether or not such devices or warnings are required by law or government regulation.

Miscellaneous

17. Waiver of any term or provision in this agreement or of any breach of this agreement or of any term or provision hereof, shall not be construed as a waiver of any other term or provision or any other breach, nor shall any such waiver be deemed or construed as a continuing waiver of any such term, provision or breach. Any provision of this agreement prohibited by applicable law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof. The failure of WATEROUS to require strict performance of any provision shall not diminish WATEROUS' right thereafter to require strict performance of any provision.
18. These Conditions of Sale and the transaction between Buyer and WATEROUS shall be governed under and according to the laws of the State of Minnesota without regard to choice of law provisions. Any claim or action by Buyer against WATEROUS, regardless of form, arising out of or related to this agreement or transaction or the product sold hereunder shall be exclusively brought in the state or federal courts sitting in Minnesota, the personal and subject matter jurisdiction of which the Buyer irrevocably consents and submits.
19. In the event of a conflict between any of the printed provisions hereof and any written or typed provision hereof, the written or typed provisions shall govern. All headings are for convenience of reference only and are not part of this agreement.
20. Buyer may not assign this order or any rights hereunder without WATEROUS' prior written consent. These Conditions of Sale are enforceable, however, against the successors and assigns of Buyer.
21. WATEROUS has the right to correct any stenographical or clerical errors in any of the writings issued by it.
22. These Conditions of Sale shall not be construed against the party preparing them, but shall be construed as if all parties jointly prepared these Conditions of Sale and any uncertainty or ambiguity shall not be interpreted against any one party.
23. Buyer shall not be entitled to set-off any amounts due Buyer against any amounts due WATEROUS in connection with this agreement or transaction.
24. There are no terms, conditions, understandings or agreements between Buyer and WATEROUS other than those stated herein and all prior proposals and negotiations are merged herein. No agent, employee or representative of WATEROUS has any authority to bind WATEROUS by any affirmation, representation or warranty concerning the products sold under this agreement and unless the affirmation, representation or warranty made by an agent, employee or representative appears as an express warranty in this agreement, it shall not be enforceable. Unless expressly appearing as a warranty written into all copies of this document, there is no express warranty of any kind. No terms or conditions in any way altering or modifying the provisions hereof shall be binding upon WATEROUS unless in writing, expressly stated as amending this agreement, and signed by an authorized representative of WATEROUS. No modification or alteration of any provision hereof shall result from WATEROUS' acknowledgment of Buyer's purchase order, shipment of material or other affirmative action by WATEROUS toward performance hereunder following receipt of Buyer's purchase order, shipping order or other forms containing provisions, terms or conditions in addition to or inconsistent with the provisions hereof.

ANTI-CORRUPTION LAW COMPLIANCE

Waterous Company is committed to conducting all aspects of its business fairly, openly and honestly. Recognizing that even the appearance of impropriety could tarnish the Company's strong reputation in the global marketplace, the Company has established and fostered ethical standards to the highest ethical and legal standards. Thus, it is the Company's policy to comply with the U.S. Foreign Corrupt Practices Act ("FCPA"), The U.K. Bribery Act and local anti-bribery laws in all the countries where the Company does business. It is also the Company's policy to require its agents, distributors, resellers, and other business partners working on the Company's behalf to comply with these same laws and practices.



STAFF REPORT ETNA CITY COUNCIL

To: Mayor and City Council Members
From: Jeff Mitchem
Date: August 26, 2024
Subject: **SISKIYOU COUNTY TRANSPORTATION AGENCY
STAGE JOINT POWERS AGREEMENT**
Attachments: A. Joint Powers Agreement

RECOMMENDED MOTION:

Authorize Mayor Munson to execute the attached Joint Powers Agreement for the management of STAGE bus service.

SUMMARY:

Currently the Board of Supervisors serves as the Board of Directors for STAGE bus service. Seven of nine cities receive services as required by CA State Law under the Transportation Development Act (TDA).

Under the JPA, services provided to cities will remain the same and the costs will remain consistent with individual jurisdiction's contracted STAGE services. JPA administrative and other staff will still consist of County employees. The only difference being that the Board of Directors will now have city representatives as opposed to having the Board of Supervisors holding the decision-making authority for the provision of STAGE services.

FINANCIAL IMPACT

None. All costs associated with the transfer of authority will be borne by Siskiyou County and funded through the TDA.

SISKIYOU TRANSPORTATION AGENCY

Joint Powers Agreement

This Agreement is made and entered into this _____ day of September, 2024, by and among the COUNTY OF SISKIYOU, and the CITY OF YREKA, CITY OF DORRIS, CITY OF DUNSMUIR, CITY OF ETNA, TOWN OF FORT JONES, CITY OF MONTAGUE, CITY OF MT. SHASTA, CITY OF TULELAKE, CITY OF WEED, and the SISKIYOU COUNTY LOCAL TRANSPORTATION COMMISSION, herein referred to as "MEMBERS" or "MEMBER".

RECITALS

WHEREAS, pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1 of the California Government Code Section 6500 et seq., two or more public agencies may, by agreement, form a Joint Powers Agency to exercise those powers and functions that are common to the contracting parties; and

WHEREAS, under California law, each MEMBER is responsible for providing transportation in compliance with the Transportation Development Act; and

WHEREAS, it is the desire of the MEMBERS to create a public agency that will perform the functions set forth in the Transportation Development Act,

NOW, THEREFORE, the MEMBERS agree as follows:

ARTICLE 1

DEFINITIONS

- 1.1. "Agreement" shall mean this Joint Exercise of Powers Agreement, as the name now exists or as it may from time to time be amended by any supplemental agreement entered into pursuant to the provisions hereof.
- 1.2. "Agency" shall mean the Siskiyou Transportation Agency, a Joint Powers Agency hereby established and created by the Agreement.
- 1.3. "Board of Directors" or "Board" shall mean the governing body of the Agency.
- 1.4. "Fiscal Year" shall mean that period of twelve months commencing on July first of any year.
- 1.5. "Government Code" shall mean the California Government Code.
- 1.6. "Joint Powers Law" or "Act" shall mean Article I, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the Government Code.

- 1.7. "MEMBER" or "MEMBERS" shall mean any entity which has executed this Agreement and become a member of the Agency.

ARTICLE 2

CREATION AND PURPOSE OF THE AGENCY

- 2.1. Creation of Public Agency. Pursuant to this act, there is hereby created a public agency to be known as the "Siskiyou Transportation Agency" hereinafter referred to as the "Agency." The Agency is formed by this Agreement pursuant to the provisions of Article 1, Chapter 5, Division 7, Title I (commencing with Section 6500) of the Government Code; two or more public agencies may, by agreement, form a Joint Powers Agency to exercise those powers and functions that are common to the contracting parties. It is the intent of the MEMBERS that the Agency shall be a public agency separate and apart from any MEMBER.
- 2.2. Purpose. The purpose of the Agreement is to create a public agency to exercise the common power of directing and coordinating actions relating to transportation in Siskiyou County and the City of Yreka, City of Dorris, City of Dunsmuir, City of Etna, Town of Fort Jones, City of Montague, City of Mt Shasta, City of Tulelake, City of Weed, and the County of Siskiyou and the Siskiyou County Local Transportation Commission.

ARTICLE 3

LIMITATION AND LIABILITY

- 3.1. To the extent permitted under State law, and specifically pursuant to the provisions of Government Code Section 6508.1, the debts, liabilities, and obligations of the Agency shall be its own and shall not constitute debts, liabilities, and obligations of any of the MEMBERS.

ARTICLE 4

POWERS OF THE AGENCY

- 4.1. The Agency shall have all of the powers common to the MEMBERS and all additional powers set forth in the joint powers of law of the State of California and is hereby expressly authorized to perform all acts necessary for the exercise of said powers. Such powers include, but are not limited to, the following:
 - a) To supervise and oversee the performance of transportation service operations;
 - b) To make and enter into contracts and expend revenues, leases and other agreements, including contracts with federal, state, and other governmental agencies;

- c) To act on behalf of the MEMBERS to specify the level of service to be provided, the operating plan to implement the service, how the service is to be coordinated with the public transportation within the respective areas, and to act as claimant as defined in the Transportation Development Act;
- d) To acquire, accept, and utilize sufficient revenues to retire debt and to fulfill the financial obligations of the Agency from any source including Transportation Development Act funds, State Transit Assistance Funds, Federal Transportation Act funds, and state or federal grants;
- e) To incur debts, liabilities, and obligations, which do not constitute a debt, liability, or obligation of the MEMBERS;
- f) To employ agents, employees, consultants, advisors, independent contractors, and other staff;
- g) To acquire, hold, or dispose of property by eminent domain, lease, lease purchase, or sale;
- h) To acquire, construct, manage, maintain, and operate any buildings, works, or improvements;
- i) To sue and be sued in its own name, except that the Agency shall not sue its own Board of Directors;
- j) To invest, in accordance with the provisions of Section 6509.5 of the Government Code, money in the treasury of the Agency that is not required for immediate necessities of the Agency;
- k) To raise transportation fare revenues or adjust fares for transit services;
- l) To pay expenses reasonably and necessarily incurred in the conduct of business, including travel expenses to attend meetings and conferences relating to the business of the Board to the extent budgeted; and
- m) All other services which are necessary for the Agency to provide public transportation services.

ARTICLE 5

MEMBERS, OFFICERS, AND TERMS OF THE BOARD OF DIRECTORS

- 5.1. Members and Alternate Members. The Agency shall be administered by a Board of Directors, initially consisting of the Commission members and alternates of the Siskiyou County Local Transportation Commission. The Agency Board of Directors and alternates shall be the same individuals as each MEMBER entity appoints to serve on the Siskiyou County Local Transportation Commission and alternates thereof. The Board shall be named the "Siskiyou Transportation Agency Board of Directors."

- 5.2. Alternate Members. Alternates shall be the same individuals as each entity appoints to serve on the Siskiyou County Local Transportation Commission. Any alternate must have the same qualification as the individual originally appointed.
- 5.3. Officers. At the second regular meeting of each calendar year, the Board of Directors shall elect from its membership a Chair and Vice Chair of the Board, to serve for one-year terms. In the absence of the Chair, the Vice Chair shall preside over and conduct all meetings of the Board.
- 5.4. Terms of Office. Each member of the Board of Directors shall serve the same term as their respective term on the Siskiyou County Local Transportation Commission; provided, however, Board members of the respective governmental MEMBERS, shall cease to serve upon termination of that public office, unless so otherwise re-Appointed by that governmental MEMBER. Vacancies shall be filled pursuant to the applicable procedures set forth in the Agency Bylaws.

ARTICLE 6

POWERS OF THE BOARD OF DIRECTORS

- 6.1. The Board of Directors shall have the following powers and functions:
 - a) The Board shall exercise all powers and conduct all business of the Agency, whether directly or by delegation to the Executive Director or other committees as may be established by the Board and subject to such restrictions and limitations as are set forth herein.
 - b) The Board shall have the authority to appoint or employ necessary staff in accordance with Article 9.
 - c) The Board shall cause to be prepared, and shall review, modify as necessary, and adopt the annual operating budget of the Agency. The budget, at a minimum, shall include staff administration costs, capital costs, apportionments, and operating costs for transportation services. Adoption of the budget may not be delegated.
 - d) The Board shall approve the execution of each contract or agreement to be entered into by the name of the Agency.
 - e) The Board shall negotiate, prepare, and contract for transportation services and the claims for funds to be submitted to the Siskiyou County Local Transportation Commission in accordance with the Transportation Development Act and its regulations.
 - f) Within 120 days after the close of the fiscal year, the Agency will prepare and submit to the MEMBERS an annual report on its operation of the transportation services for the fiscal year.

- g) The Board shall receive and act upon periodic reports and audits of the funds of the Agency, as required by Articles 10 and 11 of this Agreement.
- h) The Board shall have such other powers and duties reasonably necessary to carry out the purposes of the Agency.

ARTICLE 7

MEETINGS OF THE BOARD OF DIRECTORS

- 7.1. Initial Meeting. No later than Sixty (60) days following the effective date of this Agreement and the establishment of the Agency, the initial meeting of the Board of Directors shall be called and convened. For the purpose of calling such a meeting, the Executive Director shall prepare the initial agenda for the Board of Directors and shall call and post such notices as are required by the Brown Act. Any MEMBER requesting an item on the agenda for the initial meeting shall provide the request no later than Twenty (20) days following the effective date of this Agreement.
- 7.2. Meetings. At a minimum the Board shall meet annually.
- 7.3. Brown Act. All meetings of the Board shall be called, noticed, held, and conducted in accordance with the provisions of Government Code Section 54950, et seq.
- 7.4. Minutes and Records. The Executive Director of the Agency shall provide for the keeping of minutes of regular and special meetings of the Board and shall provide a copy of the minutes to each member of the Board at the next scheduled meeting.
- 7.5. Quorum. A majority of the Members of the Board shall constitute a quorum for the transaction of business.

ARTICLE 8

COMMITTEES

- 8.1. The Board of Directors may establish committees, as it deems appropriate, to conduct the business of the Agency. Members of the committees shall be appointed by the Board, to serve one-year terms, subject to reappointment by the Board. Each committee shall be composed of at least three members and shall have those duties as determined by the Board or as otherwise set forth in the Bylaws. The members of each committee shall annually select one of their members to chair the committee. Each committee shall annually prepare and submit a report to the Board of Directors as to the activities and programs provided by or overseen by the committee.
- 8.2. All committee meetings shall be called, noticed, held, and conducted in accordance with the provision of Government Code Section 54950, et seq., the Brown Act.

ARTICLE 9

STAFF

- 9.1. Executive Director. The Siskiyou County Local Transportation Commission Executive Director shall be the Executive Director of the Agency.
- 9.2. Legal Counsel. The Siskiyou County Counsel's Office shall provide legal services to the Agency.
- 9.3. Treasurer. The Treasurer of the County of Siskiyou shall be the treasurer of the Agency.
- 9.4. Auditor. The Auditor of the County of Siskiyou shall be the auditor of the Agency.
- 9.5. Administrative and Staffing Support. The County of Siskiyou shall provide administrative and staffing support to the Agency. Employees will be eligible for all benefits, optional or required by law, as employees of the County of Siskiyou.
- 9.6. Clerk. The Clerk of the County of Siskiyou shall be the designated officer for the acceptance service of process in civil proceedings and filing of Agreement termination notices.

ARTICLE 10

ACCOUNTS AND RECORDS

- 10.1. Annual Budget. The Agency shall annually adopt by resolution an operating budget pursuant to Article 6 of this Agreement.
- 10.2. Funds and Accounts. The Auditor shall establish and maintain such funds and accounts in compliance with Government Code 29534. Accounting records of the Agency shall be available for inspection by each MEMBER at all reasonable times. Support staff shall prepare fund and account balances in conjunction with the Auditor's accounting records for the Agency. The Agency shall adhere to the standard of strict accountability for funds as set forth in Government Code Section 6505.
- 10.3. Annual Audit. Pursuant to Government Code Section 6505, the Agency shall either make or contract with a certified public accountant to perform an annual fiscal audit of all accounts and records of the Agency, conforming in all respects with the requirements of that section. The annual audit may be performed in conjunction with the annual audit requirements of the Siskiyou County Local Transportation Commission. A report of the audit shall be filed as a public record with the Auditor within twelve months of the end of the fiscal year under examination pursuant to Government Code 6505. The costs of the audit shall be considered an administrative cost of the Agency.

ARTICLE 11

RESPONSIBILITIES FOR FUNDS AND PROPERTY

- 11.1. Auditor. The Auditor shall be responsible for disbursement of the Agency's funds in compliance with Government Code Section 6505.5. The Auditor shall draw warrants to pay demands against the Agency, making such payments from Agency funds, as approved by the Board of Directors or their designated representative.
- 11.2. Treasurer's Duties. Pursuant to Government Code 6505.5, the Treasurer shall receive and Acknowledge receipt for all funds of the Agency and place them in the Treasury to the credit of the Agency.
- 11.3. Reports to the Agency. Pursuant to Government Code 6505.5 (e), at the request of the Board, the Auditor and Treasurer shall verify and report in writing to the agency and to the contracting MEMBERS to the Agreement, the amount of money that is held for the Agency, the amount of receipts since the last report, and the amount paid out since the last report.
- 11.4. Property. Pursuant to Government Code Section 6505.1, the Executive Director, and such other persons as the Board of Directors may designate, shall have charge of, handle, and have access to the property of the Agency. Property and Rolling Stock as identified in Attachment A, attached hereto as part of the Agreement, shall be transferred to the Agency within 90 days of execution of the Agreement. It is recognized by each MEMBER that said rolling stock was purchased by County from various transit grants with the intended use being for transit services.
- 11.5. Outstanding Revenues or Expenditures. The Agency shall be responsible for all expenditures and receive all revenues generated prior to the formation of the Agency. The Agency shall receive all future dividends authorized by the CalTIP Board of Directors.
- 11.6. Bonds. Pursuant to Government Code 6505.1, the Agency shall secure and pay for a fidelity bond or bonds in an amount or amounts and in the form specified by the Board covering all officers and staff of the Agency and all officers and staff that are authorized to have charge of, handle, and have access to property of the Agency.

ARTICLE 12

WITHDRAWAL, DISSOLUTION, OR TERMINATION

AND DISTRIBUTION OF ASSETS

- 12.1. Withdrawal from the Agency. It is anticipated that each MEMBER hereto shall participate in the Agency until purposes set forth in this Agreement are accomplished. The withdrawal of either MEMBER, either voluntary or involuntary, shall cause the Agreement to be terminated according to the following conditions:

- a) In the case of voluntary withdrawal following a properly noticed public hearing, written notice shall be given to the Agency, one hundred twenty (120) days prior to the effective date of withdrawal; and
 - b) Termination of the Agency shall not relieve the Agency of its debts or other liabilities prior to the effective date of the MEMBER'S notice of withdrawal. All debts, liabilities, and obligations incurred by the Agency shall be honored prior to apportionment and or distribution of remaining funds, including but not limited to contracts for transit services.
- 12.2. Dissolution of Agency. Upon dissolution of the Agency, there shall be a partial or complete distribution of assets and liabilities as follows:
- a) Upon termination of the Agency, all funds including the proceeds of the sale of property, in the possession of the Agency after payment of all costs, expenses, and charges validly incurred under this Agreement, shall be returned to the MEMBERS in proportion to their contribution as shall be determined by the Board.
- 12.3. Distribution of Assets. The assets listed in Attachment A shall be returned to each MEMBER. Additional assets acquired by the Agency shall be distributed to the MEMBERS in proportion to their contribution as shall be determined by the Board in compliance with the Transportation Development Act. The distribution of assets may be made in kind or assets may be sold and the proceeds thereof distributed to the MEMBERS at the time of dissolution after the discharge of all enforceable liabilities.
- 12.4. Surplus Revenues. Upon termination of the Agency, all funds including the proceeds of the sale of property, in the possession of the Agency after payment of all costs, expenses, and charges validly incurred under this Agreement, shall be returned to the MEMBERS in proportion to their contribution as shall be determined by the Board.

ARTICLE 13

INSURANCE AND LIABILITY OF THE BOARD OF DIRECTORS, OFFICERS, AND EMPLOYEES

- 13.1. Insurance. The Board of Directors shall maintain liability insurance or equivalent, including but not limited to owned and non-owned auto liability coverage, with limits of not less than five million dollars (\$5,000,000), that applies to bodily injury, property damage, personal injury, and public officials' error and omissions.
- 13.2. Indemnification. The following indemnification requirements apply to this Agreement:
- a) The MEMBERS shall indemnify and hold each other harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of the Members, their employees, or agents, including all claims relating to the injury or death of any person or

damage to any property arising out of the performance of this Agreement. It is understood that the duty of either Members to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether any applicable insurance policies shall have been determined to apply. By execution of this Agreement, the Members acknowledge and agree to the provisions of this Section and that it is a material element of consideration of this Agreement.

- b) The Siskiyou Transportation Agency shall indemnify and hold County harmless against any and all liability imposed or claimed, including all claims relating to the injury or death of any person or damage to any property, and attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of County's assistants, employees or agents, contractors, engaged in the operation of the Siskiyou Transportation Agency pursuant to this Agreement. It is understood that the duty of the Siskiyou Transportation Agency to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether any applicable insurance policies shall have been determined to apply. By execution of this Agreement, the Siskiyou Transportation Agency and the County acknowledge and agree to the provisions of this Section and that it is a material element of consideration of this Agreement.

ARTICLE 14

BYLAWS

- 14.1. Bylaws. The Board of Directors is hereby authorized to adopt, and from time to time amend, such bylaws as they deem appropriate to govern the transaction of the business of the Agency and the conduct of the officers and employees of the Agency.

ARTICLE 15

AMENDMENTS

- 15.1. Amendments. This Agreement may only be amended by the adoption of a Resolution by each MEMBER. Within thirty (30) days of the effective date of said amendment, the amendment shall be filed with the office of the Secretary of State. The notice shall contain the following:
 - a) The name of each MEMBER to the Agreement;
 - b) The date upon which the amendment to the Agreement is effective; and
 - c) A description of the amendment made to the agreement.

ARTICLE 16

MISCELLANEOUS

- 16.1. Section Headings. The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.
- 16.2. Consent or Approval. Wherever any consent or approval is required within this Agreement, the same shall not be unreasonably withheld.
- 16.3. This Agreement is made in the State of California, under the Constitution and laws of such State and is to be so construed.
- 16.4. If any one or more of the terms, provisions, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void, or voidable, for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants, and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.
- 16.5. The MEMBERS shall not assign any rights or obligations under this Agreement without the written consent of all other MEMBERS.

ARTICLE 17

TERM

- 17.1. This Agreement shall become effective upon adoption of the MEMBERS and shall remain in full force and effect until it is terminated by the unanimous consent of the MEMBERS hereto and upon the proper discharge of all legal obligations incurred or undertaken by the Agency.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates set forth below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

MEMBER: City of Yreka

Date: _____

Corey R. Middleton, Mayor, City of Yreka

MEMBER: City of Dorris

Date: _____

Abner Weed, Mayor, City of Dorris

MEMBER: City of Dunsmuir

Date: _____

Michael Clarno, Mayor, City of Dunsmuir

MEMBER: City of Etna

Date: _____

Cliff Munson, Mayor, City of Etna

MEMBER: Town of Fort Jones

Date: _____

Mercedes Garcia, Mayor, Town of Fort Jones

MEMBER: City of Montague

Date: _____

Takeshi Murakami, Mayor, City of Montague

MEMBER: City of Mt Shasta

Date: _____

John Stackfleth, Mayor, City of Mt Shasta

MEMBER: City of Tulelake

Date: _____

Tom Cordonier, Mayor, City of Tulelake

MEMBER: City of Weed

Date: _____

Darrell Parham, Mayor, City of Weed

MEMBER: Siskiyou County Local Transportation Commission

Date: _____

Bruce Deutsch, Chair

MEMBER: County of Siskiyou

Date: _____

Michael N. Kobseff, Chair
Board of Supervisors
County of Siskiyou
State of California

ATTEST:

Laura Bynum
Clerk, Board of Supervisors

By: _____

Deputy

Attachment A
Siskiyou Transportation Agency Property and Rolling Stock

ROA Tag #	Purchase Date	Item Description	Type
13135	5/18/2021	Bus Shield Protection Kit	Equipment
14332	4/9/2007	HD-40x Four Post Lift Extra Long	Equipment
14650	6/30/2010	Odyssey Fare Box with spare parts	Equipment
14651	6/30/2010	Odyssey Fare Box with spare parts	Equipment
14652	6/30/2010	Odyssey Fare Box with spare parts	Equipment
14653	6/30/2010	Odyssey Fare Box with spare parts	Equipment
14654	6/30/2010	Odyssey Fare Box with spare parts	Equipment
14655	6/30/2010	Odyssey Fare Box with spare parts	Equipment
14656	6/30/2010	Odyssey Fare Box with spare parts	Equipment
14657	6/30/2010	Odyssey Fare Box with spare parts	Equipment
14658	6/30/2010	Odyssey Fare Box with spare parts	Equipment
14659	6/30/2010	Odyssey Fare Box with spare parts	Equipment
14660	6/30/2010	Odyssey Fare Box with spare parts	Equipment
14661	6/30/2010	Odyssey Fare Box with spare parts	Equipment
14662	6/30/2010	Odyssey Fare Box with spare parts	Equipment
14663	6/30/2010	Odyssey Fare Box with spare parts	Equipment
14664	6/30/2010	Odyssey Fare Box with spare parts	Equipment
14665	6/30/2010	Odyssey Fare Box with spare parts	Equipment
14666	6/30/2010	Data System for Electronic Fare Boxes	Equipment
14667	6/30/2010	Portable Data Unit for Electronic Fare Boxes	Equipment
14668	6/30/2010	Odyssey Test Simulator - Maintenance	Equipment
14695	9/28/2010	Print Encode Machine (for farebox system)	Equipment
14920	6/18/2013	Benecor FT2000 Tote Enclosure & Accessories	Equipment
15021	12/28/2017	Print Encode Machine (for farebox system)	Equipment
15133	5/18/2021	Bus Shield Protection Kit	Equipment
15134	5/18/2021	Bus Shield Protection Kit	Equipment
15136	5/18/2021	Bus Shield Protection Kit	Equipment
15137	5/18/2021	Bus Shield Protection Kit	Equipment
15236	6/30/2023	Graco LLV3900 HP Auto 17U805 2 Gun with Lazerguide	Equipment

Attachment A
Siskiyou Transportation Agency Property and Rolling Stock

ROA Tag #	Purchase Date	Item Description	Type
15237	6/30/2023	Graco Linedriver Ride On System	Equipment
Facility	12/1/2015	**STAGE Transit Admin Building	Facility
14981	12/31/2015	Workstations	Furnishings
414981	12/20/2016	Workstation - 6th Station Upgrade	Furnishings
922077	10/3/2013	Gillig '35 Bus (#31)	Rolling Stock
922078	10/3/2013	Gillig '35 Bus (#32)	Rolling Stock
922079	10/3/2013	Gillig '35 Bus (#33)	Rolling Stock
922080	10/3/2013	Gillig '35 Bus (#34)	Rolling Stock
922081	10/3/2013	Gillig '35 Bus (#35)	Rolling Stock
922790	6/30/2018	2018 Starcraft Allstar Bus (#37)	Rolling Stock
922791	6/30/2018	2018 Starcraft Allstar Bus (#36)	Rolling Stock
922792	6/30/2018	2018 Starcraft Allstar Bus (#38)	Rolling Stock
9921989	5/23/2018	Engine Replacement Bus # 3030	Rolling Stock
94401	5/1/1988	88 Chevy Cab & Chassis	Rolling Stock
98105	1/10/1994	1994 Ford F250 (Yellow)	Rolling Stock
98972	4/26/1995	1995 Jeep Cherokee (Tan)	Rolling Stock
920597	1/4/2007	2007 Ford Explorer (4x4 Gold)	Rolling Stock
922896	12/3/2018	2017 Glaval Ford Transit	Rolling Stock
923252	1/26/2021	2021 Glaval Bus	Rolling Stock
15022	12/27/2017	13' Sierra Low Dome Transit Shelter	Shelters
15023	12/27/2017	13' Sierra Low Dome Transit Shelter	Shelters
15024	12/27/2017	13' Sierra Low Dome Transit Shelter	Shelters
15025	10/13/2017	13' Sierra Low Dome Transit Shelter	Shelters
15026	10/13/2017	13' Sierra Low Dome Transit Shelter	Shelters
15027	11/3/2015	13' Sierra Low Dome Transit Shelter	Shelters
15028	11/3/2015	13' Sierra Low Dome Transit Shelter	Shelters
15029	11/3/2015	13' Sierra Low Dome Transit Shelter	Shelters
15038	1/24/2019	Transit Shelter 13' Sierra Low Dome & Installation	Shelters
15039	1/24/2019	Transit Shelter 13' Sierra Low Dome	Shelters

Attachment A
Siskiyou Transportation Agency Property and Rolling Stock

ROA Tag #	Purchase Date	Item Description	Type
15040	1/24/2019	Transit Shelter 13' Sierra Low Dome	Shelters
15054	12/3/2019	Tolar 13' Sierra Low Dome Transit Shelter (Raley's)	Shelters
15055	12/3/2019	Tolar 13' Sierra Low Dome Transit Shelter (Fairchild)	Shelters
15150	9/13/2022	13' Sierra Low Dome Transit Shelter	Shelters
922178	3/30/2015	*Ford F150 Pickup (#3006) (50% Ownership)	Rolling Stock
922168	3/30/2015	*Blazer 6x10 Cargo Utility Trailer (50% Ownership)	Rolling Stock
15291	11/7/2023	Gasboy DEF Dispenser	Equipment

*Airports (Fund 5230) own 50% of these assets. When they reach the end of useful life any proceeds will be split 50% to Airports and 50% to STAGE.

** Transit Center ownership split is: STAGE 87% (Fund 5660), Siskiyou County Local Transportation Commission (less than 1%) (Fund 2505), Solid Waste 8.3% (Fund 5350), and Flood Control 3.8% (Fund 2501).



STAFF REPORT ETNA CITY COUNCIL

To: Mayor and City Council Members
From: Jeff Mitchem, City Administrator
Date: August 26, 2024
Subject: **UPDATE: PERSONNEL POLICY**
Attachments: A. Chapter 2.06 City Administrator
B. Personnel Rules and Policies

RECOMMENDATION:

Report by Staff to introduce new policy for Council review and future action.

SUMMARY:

Chapter 2.06 City Administrator

Refer to Attachment A and note margin comments.

Personnel Rules and Policies

Refer to Attachment B and note margin comments.

CHAPTER 2.06
CITY ADMINISTRATOR

§ 2.06.010 Office established.

There is established the office of City Administrator. The City Administrator shall be appointed by the Council on the basis of administrative and executive abilities and serve at the pleasure of the Council.

(Ord. __)

§ 2.06.020 Residence.

Residence in the City shall not be required as a condition of the appointment of the City Administrator.

(Ord. __)

Commented [1]: Already prohibited under Cal. Constitution, Title XI, sec. 10b, and GC 50083, but serves as a reminder that this is not allowed

§ 2.06.030 Administrative responsibilities.

A. **Authority.** The City Administrator shall be the administrative head of the government of the City, under the direction and control of the Council. The City Administrator shall be responsible for the efficient administration of all the affairs of the City, which affairs are under his or her control. The City Administrator shall appoint competent, qualified officers and employees to the administrative service (which term is inclusive of all positions excepting the City Attorney, Chief of Police, and Fire Chief) and to promote, demote, remove, dismiss, suspend and discipline such officers and employees in accordance with such policies as may from time to time be set forth by the Council; to transfer employees from one department to another consistent with the policies of the Council; to recommend to the Council such reorganization of officers, departments or divisions as may be indicated in the interests of the efficient, effective and economical conduct of the City's business, and to effect such reorganization when authorized by appropriate ordinance, resolution or motion of the Council. The City Administrator's appointment of department head positions hereafter created shall be subject to ratification by the City Council at its next regular meeting. No person filling a department head position shall be dismissed without the City Administrator giving prior notice to the City Council. Nothing in this section shall prevent the City Administrator from placing any City employee on administrative leave.

Commented [2]: City Administrator hires and fires all but the attorney, and PD and Fire chiefs.

Commented [3]: Appointment of department heads requires ratification by council.

Commented [4]: Firing of department head required notice to council. Not specified what notice required. Typically interpreted to allow reasonable council to object.

B. **Law Enforcement.** The City Administrator shall enforce all laws and ordinances of the City and see that all franchises, contracts, permits, and privileges granted by the Council are faithfully observed. City Administrator may delegate such duties.

Commented [5]: Nowhere in code does it say who enforces the code.

C. **Ordinances.** The City Administrator shall recommend to the Council for adoption such ordinances and resolutions as the City Administrator deems necessary. Ordinances may also be recommended for adoption to the City Council by the City Attorney.

D. **Attendance at Council Meetings.** The City Administrator shall attend all Council meetings unless excused by the Mayor.

E. **Hours of Employment.** In the absence of a written employment agreement stating otherwise, shall devote his entire time to the duties of his office in the interests of the City.

- F. Financial Reports. The City Administrator shall keep the Council fully advised as to the financial condition and needs of the City. The City Administrator shall supervise and be in charge of all payroll records. At the end of each fiscal year, to prepare and present to the City Council the summary statement of receipts and disbursements, by departments and funds, including opening and closing fund balances of the City treasury. The City Administrator shall cause the financial statement of the City to be published in accordance with the provisions of Sections 4804 and 4805 of the Government Code of the state.
- G. Budget. The City Administrator shall prepare and submit the proposed annual budget to the Council for its approval. The City Administrator shall compile all financial information necessary for the preparation of the city's budget and make such information available to the officer whose responsibility it is to prepare the budget.
- H. Expenditure Control and Purchasing. No expenditures shall be submitted or recommended to the Council except on approval of the City Administrator in accordance with the City's purchasing ordinance.
- I. Investigations. The City Administrator shall investigate into the affairs of the City and its departments or divisions, and any contracts or obligations of the City. Further, the City Administrator shall investigate all complaints concerning the administration of the City government and in regard to the service maintained by public utilities in the City.
- J. Public Buildings. The City Administrator shall exercise general supervision over all public buildings, public parks, and all other public property which are under the control and jurisdiction of the City.
- K. Additional Duties. The City Administrator shall perform such other duties and exercise such other powers as may be delegated to the City Administrator from time to time by ordinance or resolution or other official action of the Council.
- L. Personnel Director. Until a separate position is created and an appointment is made, the City Administrator shall perform all duties that would otherwise be performed by a personnel director or chief personnel officer.
- M. Contracts. The City Administrator is authorized to execute in the name of the City any contract authorized or approved by the Council unless the Council expressly provides for another manner of execution of such contract.
- N. Collection of Taxes and Assessments, Etc. With the exception of those duties described in Chapter 2.12, the City Administrator shall see that all taxes, assessments and other fees and revenues of the city or for whose collection the city is responsible, and all other money received by the city from the county, state or federal government or from any court, office, department or agency of the city are collected, and perform such duties that are from time to time assigned to him by the city council.
- O. Designation of employees to perform functions. Wherever in this code a function is specified to be performed by a particular officer other than the city attorney, city clerk, or city treasurer, the City Administrator may designate any legally qualified city employee to perform such functions.

(Ord.)

Commented [6]: Important to allow day to day personnel affairs to be undertaken by administrator.

§ 2.06.040 Administrative relations.

- A. The Council and its members shall deal with the administrative services of the City through the City Administrator, except for the purpose of inquiry to other departments for informational background. Any department head under the supervision of the City Administrator will receive Council direction regarding his or her department from the City Administrator. The City Administrator will receive his or her direction and instructions from the Council as a body. An individual Councilperson does not have the authority to order or instruct the City Administrator without prior approval of the Council. The City Administrator shall not establish general policy which is the province of the Council to determine, nor shall he or she commit or bind the Council, or any member thereof, to any action, plan or program requiring official Council action. It is not intended by the provisions of this chapter to grant any authority to, or impose any duty upon, the City Administrator, which is now, or hereafter may be vested in or imposed by general State law on any other City commission, department, officer or employee.
- B. All departments and department heads shall report to and assist the City Administrator in administering the affairs of the City efficiently, economically and harmoniously.
- C. The City Administrator may attend any and all meetings of any commissions, boards, or committees created by the Council, upon the City Administrator's own volition or upon direction of the Council. At such meetings which the City Administrator attends, the City Administrator shall be heard by such commissions, boards, or committees as to all matters upon which the City Administrator wishes to address the members, and the City Administrator may inform those members as to the status of any matter being considered by the Council. The City Administrator shall cooperate to the fullest extent with the members of all commissions, boards, or committees appointed by the Council.

(Ord. __)

Commented [7]: City Administrator receives direction from council as a whole.

Commented [8]: Council sets policy. City Administrator does not bind city without authority.

§ 2.06.050 Removal procedure.

The removal of the City Administrator shall be only by a vote of a majority of the City Council as it is composed at that time, at a regular meeting or special meeting of the Council called for such purpose. In case of his or her intended removal by the Council, the City Administrator shall be furnished with a written notice stating the Council's intention to remove him or her at least 30 days before the effective date of the removal, unless the parties agree in writing otherwise, or extraordinary circumstances obtain, in which case the Council may dispense with any written notice. After furnishing the City Administrator with a written notice of intended removal, the Council may suspend the City Administrator from duty, but compensation shall continue until removal by action of the Council unless the cause of suspension is an act of moral turpitude. In removing the City Administrator, the Council may use its uncontrolled discretion. The removal action shall be final and need not depend upon any showing of cause whatsoever. Nothing in this section prohibits the ability of the City Council to place the City Administrator on immediate administrative leave.

(Ord. __)

§ 2.06.060 Agreements on employment.

Nothing in this chapter shall be construed as a limitation of the power or authority of the Council to enter into any supplemental agreement with the City Administrator

delineating additional terms and conditions of employment not inconsistent with any provisions of this chapter. Nothing in this chapter shall prohibit terms of such employment agreement to allow the City Administrator to pursue additional employment opportunities.

(Ord. __)

§ 2.06.070 Acting City Administrator.

The City Administrator shall have the power to designate a qualified City officer or employee to exercise the powers and perform the duties of City Administrator during any temporary absence or disability. Written notice of the designated acting City Administrator shall be filed with the City Clerk. If the City Administrator is absent or disabled for more than 30 days, the Council may appoint an acting City Administrator.

(Ord. __)

**CHAPTER 2.08
CITY OFFICERS AND EMPLOYEES GENERALLY**

OFFICIAL BONDS

§ 2.08.010 Appointed officers ~~City clerk and city treasurer.~~

In addition to the City Administrator, the other appointed officers of the City shall include the City Attorney, City Clerk, City Engineer, Finance Director/Treasurer, Fire Chief, City Planner, Police Chief, and Public Works Director. The Council may, by ordinance or resolution, create new offices or deputies or assistants to these officers.

Commented [9]: Confirm position titles. These do not have to be employees.

The city clerk and the city treasurer shall each execute an official bond to the city, in the manner provided by law, in the penal sum of \$20,000 for the city clerk, and in the penal sum of \$2,000 for the city treasurer.

Commented [10]: Existing 2.08.010

(Ord. __)

§ 2.08.020 Compensation.

The Council shall establish by resolution the compensation for all appointed officers, deputies, or employees.

(Ord. __)

§ 2.08.030 Oath of office.

A. Before any appointed or elected officer receives payment for the performance of the duties of his or her office, each officer must take and file with the City Clerk the oath of office prescribed by Government Code Section 36507.

B. The oath of office may be taken before any officer authorized to administer oaths. It must be certified by such officer and filed in the office of the City Clerk.

(Ord. __)

§ 2.08.040 Participation in State Retirement System.

Officers and employees of the City may participate in the State Public Employees Retirement System as authorized by contract between the City and the Board of Administration of the California State Employees Retirement System.

Commented [11]: Confirm Etna is in PERS.

(Ord. __)

CHAPTER 2.10
CITY ATTORNEY

§ 2.10.010 Office.

There is established the office of City Attorney. The Council shall appoint the City Attorney, who may appoint deputies or assistants as deemed advisable. The City Attorney may be removed or suspended from office upon a vote of three members of the City Council.
(Ord. __)

§ 2.10.020 Duties.

The City Attorney shall perform such duties as may be prescribed by the Council.
(Ord. __)

§ 2.10.030 Special counsel.

In addition to the City Attorney, the Council may appoint special counsel to represent the City at a rate of compensation to be fixed by the Council. Special counsel shall perform such duties as may be prescribed by the Council. The City Attorney may retain such consultants and special counsel required to represent the City.
(Ord. __)

CHAPTER 2.14
CITY CLERK

Commented [12]: When was election in Etna to have an appointed city clerk?

§ 2.14.010 Office.

There is established the office of City Clerk.
(Ord. __)

§ 2.14.020 Duties at Council meetings.

The City Clerk shall attend all meetings of the Council. The City Clerk shall keep a full, true, and correct record of all proceedings of the Council.
(Ord. __)

§ 2.14.030 Records and files to be kept.

The City Clerk shall keep the following records and files:

- A. A copy of every City ordinance in a book marked "Ordinances."
 - B. A file of all official bonds.
 - C. A copy of all minutes of meetings of the City Council, and such other minutes adopted by other boards, commissions, and bodies of the City.
 - D. A record or file of all books, reports, and documents which may be required by law or this code to be recorded or filed.
- (Ord. __)

§ 2.14.040 Duty to cause publication.

The City Clerk shall cause to be published in a newspaper of general circulation within the City, all ordinances and all notices and other writings required to be published by law, this code, or ordered published by the Council.
(Ord. __)

§ 2.14.050 Duty to post notices.

The City Clerk shall post all notices required to be posted by law, this code or ordered published by the Council, unless it is specifically otherwise provided that it shall be the duty of another officer to post such notices.
(Ord. __)

§ 2.14.060 Sealing, authentication of documents.

The City Clerk shall keep the seal of the City and authenticate his or her signature and seal all ordinances, and when directed to do so by law or this code or the City Administrator, the Clerk shall authenticate bonds, contracts, and any other documents.
(Ord. __)

§ 2.14.070 Upkeep of code.

The City Clerk shall keep this code up to date. More specifically, the City Clerk shall:

- A. List chronologically all ordinances of the City, specifying the subject matter of each.

- B. At least semiannually, cause all amendments to this code to be printed in loose-leaf form and insert such amendments and remove replaced and amended portions of this code from all copies and portion of copies in use by City officials, and shall have enough amendments printed to make a supply available to members of the public who desire to purchase them.
(Ord. __)

§ 2.14.080 Deputy City Clerk.

The City Clerk shall appoint deputies only with the prior approval of the City Administrator. Any such deputy shall hold office at the pleasure of the City Administrator and receive such compensation as is provided by the City Council.
(Ord. __)

CHAPTER 2.20

DIRECTOR OF PUBLIC WORKS ~~SUPERINTENDENT OF STREETS~~

Commented [13]: Existing superintendent of streets is archaic. Public works director more descriptive of current duties.

~~2.20.010 Appointment.~~

~~The city council shall appoint a superintendent of streets, who shall hold office at the will of the council, subject to the provisions of other applicable ordinances of the city.~~

~~(Ord. 108 § 1, 1983)~~

~~2.20.020 Powers and duties.~~

~~The superintendent of streets shall have superintendence of all street work. He shall have power and it shall be his duty to keep open all streets, alleys and gutters, and he shall cause all streets, alleys, gutters, sidewalks, and culverts within the city to be kept clear and free from all obstructions and filth. He shall report, on the first meeting of the city council in each month, or at any time if necessary, to the city council, the amount of all work done, and, as required by the council, report the extent of costs and expenses incurred thereabout, and shall perform such other duties as he may be directed by the city council, or by ordinance, to do.~~

~~(Ord. 108 § 2, 1983)~~

§ 2.20.010 Director of Public Works: Appointment; Superintendent of Streets.

There is established the office of the Director of Public Works. The Director of Public Works shall be appointed by the City Administrator and shall serve at the pleasure of the City Administrator. [The director of public works shall serve as the superintendent of streets.

Commented [14]: Avoids having to revise reference to superintendent of streets in Ch. 16, 13, and 12.

(Ord. __)

§ 2.20.020 Director of Public Works: Powers and Duties.

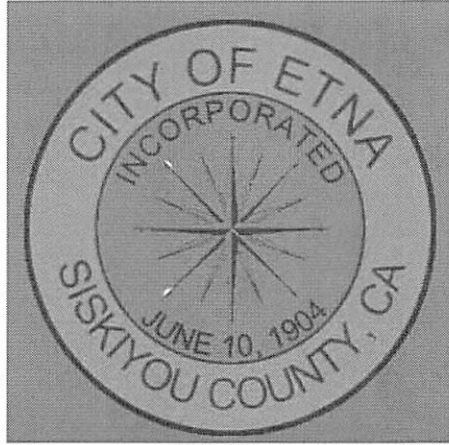
The duties of the Director of Public Works shall be as follows:

- A. The Director of Public Works shall be responsible for the planning, design, construction, maintenance, repair and improvement of all the City's public works. "Public works" includes, without limitation, all parts of the City's water system, sewage system, drainage structures, streets and sidewalks, all land, buildings, and other improvements owned by the City and all equipment used by the City in repair, maintenance, and construction of public works.
- B. The Director of Public Works shall prepare the capital improvement program and shall review capital project budget requests.
- C. The Director of Public Works shall maintain all public structures owned or operated by the City, and shall establish and manage a maintenance program, including janitorial and security services, for the upkeep of all public structures owned or operated by the City.
- D. The Director of Public Works shall coordinate the needs of the City departments in their requests for motorized equipment, actively supervise a preventative maintenance program for city owned motorized equipment, keep the operating

records of all motorized equipment used or operated by the City, and monitor the use of pool cars.

- E. The Director of Public Works shall direct and supervise the work of the City Engineer.
- F. The Director of Public Works shall carry out any other duties outlined in a contract for employment or job description issued by the City or directed by the Council.

(Ord. __)



[DRAFT]
PERSONNEL RULES AND POLICIES

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SECTION 1. - INTRODUCTION AND GENERAL PROVISIONS

A. Purpose

The purpose of the Personnel Rules and Policies ("Rules and Policies") is to establish an equitable and uniform procedure for dealing with personnel matters, to attract to municipal service the best and most competent work force available, to assure that appointments and promotions of employees will be based on merit and fitness, and to provide a reasonable degree of security for qualified employees.

B. Option and Amendment of Rules

The Rules and Policies shall be adopted by a resolution of the City Council. Amendments and revisions may be proposed from time to time by any member of the City Council, City Administrator, or the City Attorney.

C. Application of Rules and Policies

These Rules and Policies shall apply to all officers and employees in the service of the City except the following unless otherwise noted:

- Members of the City Council.
- Members of appointive boards, commissions, and committees.
- Persons engaged under contract to supply expert, professional, or technical or any other services.
- Volunteer personnel.
- City Administrator.
- City Attorney.
- Department Heads and other management positions employed at-will with an employment agreement, except where expressly provided.
- Emergency employees who are hired to meet the immediate requirements of an emergency condition, such as extraordinary fire, flood, earthquake, etc., which threatens life or property.
- Employees, other than those listed elsewhere in this section, who are not regularly employed in regular full-time or regular part-time positions.
- Temporary or seasonal employees, whether part-time or full-time.
- Any position primarily funded under a State or Federal employment program.

- Any new position hereafter created by the City Council, unless declared by the City Council to be in the competitive service at the time of creation or thereafter;
 - o Employees not included in the competitive service under this section shall serve at the will of the City Administrator and may not utilize Section 9 (Grievance Procedure) or Section 10 (Disciplinary Actions) of these Rules and Policies.
 - o The portions of the Rules and Policies relating to Leaves and Leaves of Absence, Policies Governing Employment and Working Conditions, Travel and Travel Reimbursement and Use of Vehicles shall apply to the incumbents of full-time positions allocated by the City Council, not otherwise covered by these Rules and Policies.

Commented [2]: Update section #s if needed

D. Administration

The City Administrator is responsible for implementing, administering, and ensuring compliance with the provisions of these Rules and Policies. In the event any provision of these Rules and Policies needs clarification, the City Administrator may issue administrative instructions clarifying the intent of said provisions as adopted by the City Council. The City Administrator may develop and issue procedures, consistent with these Rules and Policies, to facilitate the implementation.

If there is any conflict between these Rules and Policies and any department rules and policies, these Rules and Policies shall take precedence. If there is any conflict between these Rules and Policies and any Memorandum of Understanding between the City and the Employee Association, the provisions contained in the Memorandum of Understanding shall take precedence.

E. Delegation of Responsibility

The City Administrator may, at his or her discretion, delegate the responsibilities assigned in these Rules and Policies, as he or she may deem appropriate and necessary.

F. Revisions and Distribution of the Rules

Each current employee will receive a copy of these Rules and Policies. New employees will be given a copy of these Rules and Policies at the time of employment. Each employee is responsible for reading and complying with them.

G. Compliance

All employees must comply in carrying out the provisions of these Rules and Policies, and comply with other such management memoranda that the City Administrator may from time to time issue.

H. Right to Contract for Services

The City Administrator shall consider and make recommendations to the City Council regarding the extent to which the City should contract for the performance of technical services in connection with the establishment or operation of the personnel system. The City Council may contract with any qualified person or public or private agency for the performance of all or any City service.

I. Severability

If any section, subsection, sentence, clause, phrase or portion of these Rules and Policies is, for any reason, held to be invalid or unconstitutional by the decision of any court or competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Rules and Policies.

SECTION 2. - DEFINITIONS

Advancement: A salary increase within the limits of a pay range established for a class.

Allocation: The assignment of a single position to its proper class in accordance with the duties performed, and the authority and responsibilities exercised.

Anniversary Date: The month and day of an employee's appointment upon which service time is computed for purposes of step advancement and accrual of vacation and sick leave benefits.

Appointing Authority: Shall be City Administrator or designee.

Appointment: The employment of a person by the City in a position. The types of appointments are detailed in these rules.

At-Will Employees: Employees who serve under the City Administrator with individual employment agreements are not entitled to the right of appeal in the event of termination or other disciplinary action.

Class or Classification: A position or group of positions sufficiently similar with regard to duties, authority and responsibilities to permit grouping under a common title in the application with equity of common standards of selection, transfer, demotion, and salary.

Class Specification: A written description of a class which identify factors and conditions that are essential characteristics of the class including the minimum qualifications for performing work in the class as well as typical duties, responsibilities, and tasks.

Compensation: The salary, wage, allowance and all other forms of valuable consideration earned by or paid to an employee by reason of his or her service in a position, including cash in lieu benefits, but does not include any reimbursement for any expenses incurred in the course of employment.

Competitive Service: All regular and probationary full-time and regular and probationary part-time employees and positions which are covered by these Rules and Policies as specified in Section 1.C of these Rules. At-will, temporary, and seasonal employees are not included in the Competitive Service.

Commented [3]: Update if needed before finalizing

Continuous Employment: Period of uninterrupted employment including holidays and authorized leave, but not including periods of leave without pay or times of suspension.

Contract Employee: An employee whose employment is designated by contractual agreement for specific services and duration of time, and who is exempt from the Competitive Service.

Day: Means calendar day unless otherwise stated.

Demotion: The movement of an employee from one class to another class having a lower maximum base rate of pay.

Disciplinary Action: Disciplinary action may include a written reprimand, suspension, demotion, reduction in pay, or discharge of an employee for punitive reasons and not for any non-punitive reasons.

Dismissal: The involuntary termination of an employee.

Domestic Partnership or Registered Domestic Partnership: Domestic partner or registered domestic partner is as defined in California Family Code section 297.

Elected Officials: The elected City Council Members.

Employee: A person legally occupying a position in City service.

City Administrator: The City Administrator of the City of Etna with duties and responsibilities as specified in Municipal Code Section 2.XX.

Commented [4]: Update when we have the final code section

Employment Status:

- **Temporary/seasonal employee:** A part-time or full-time employee whose position is funded on a seasonal or other special time period basis. A temporary employee is paid on an hourly basis and is not entitled to paid vacation, holidays, or benefits established for regular employees, unless required under applicable law.
- **Exempt employee:** Employees whose duties allow them to be designated as not being eligible for overtime pay in accordance with the Fair Labor Standards Act.
- **Full-time employee:** An employee who works a schedule in accordance with State and Federal law, which is at least forty (40) hours of work within a period of seven (7) consecutive days.

- **Independent Contractor:** is a non-employee of the City of Etna and scope of duties are governed by a separate written contract.
- **Intern:** A full-time or part-time student enrolled in a high-school, college-level degree program, or graduate-level degree program and may work up to nine hundred sixty (960) paid hours part-time or seasonally per year.
- **Management Employee:** Employees other than contract employees, who hold managerial positions in City service and are appointed by and serve at the pleasure of the City Administrator. These are FLSA exempt positions.
- **Non-exempt employee:** Employees who duties allow them to be designated as eligible for overtime pay in accordance with the Fair Labor Standards Act (FLSA).
- **Part-time employee:** An employee who works a schedule in accordance with State and Federal law, which is twenty (20) hours a week or more, but less than forty (40) hours of work within a period of seven (7) consecutive days. Part-time employees are normally appointed on a temporary basis.
- **Probationary employee:** A new or promoted employee who has been appointed to a regular full-time or regular part time position, (specifically excluding non- regular part-time, temporary, and seasonal employees) and who is serving the probationary period provided for in these Rules and Policies.
- **Regular employee:** An employee who has completed probation and is assigned to a position that has been established on a regular, year-round basis.
- **Regular part-time employee:** An employee who has completed probation and is assigned to a position which has been established on a regular, year-round basis and is regularly assigned to work twenty (20) hours a week or more, but less than forty (40) hours of work within a period of seven (7) consecutive days.
- **Volunteer:** An individual who has agreed to provide a service to the City with full knowledge that monetary compensation will not be provided. Such individuals must be approved for voluntary appointment by the City Administrator.

Examination: The process of recruitment for employment, including the testing, selection, and evaluation processes used to measure the relative fitness of persons applying for a position with the City.

- **Open-Competitive Examination:** A recruitment for a particular class which is open to all persons meeting the qualifications for the class.

- **Promotional Examination:** A recruitment for a particular class which is open only to existing regular employees meeting the qualifications for the class.
- **Continuous Examination:** An open competitive examination which is administered periodically and as a result of which names are placed on an employment list, in order of final scores, for a period of not more than one year.

Group - Department Head: Consists of the City Administrator, Finance Director, Parks & Recreation Director, and Public Works Director. These positions are FLSA exempt, and under individual employment agreements.

Deleted: Planning Director,

Group - Mid-Management Group: Consists of Community Facilities Supervisor/Manager, Management Analyst, Public Works Manager, Recreation Supervisor/Manager, City Clerk I/II, and Utility Operations Manager. These are FLSA exempt positions structured as professional, technical and supervisory positions.

Deleted: Associate Planner,

Commented [5]: Update for Etna based on exact titles used in city

Lay-Off: The indefinite termination of employees without fault on the part of employees from the active work force due to lack of work or funds, or to the abolition of positions by the City Council for the above reasons or due to organizational changes.

Leave of Absence: Authorized absence, with or without pay, by an employee from work.

Position: A group of current duties and responsibilities assigned or delegated by competent authority requiring the full-time or part-time employment of one person.

Probationary Period: The length of continuous service for which a full-time or part-time employee must serve in order to attain the status of regular employee in a regular position. At-will employees do not serve a probationary period.

Promotion: The movement of an employee from one class to another class having a higher maximum base rate of pay. Movement within a class series is not considered a promotion.

Provisional Appointment: An appointment of a person who possesses the minimum qualifications established for a particular class and who has been appointed to a position in that class. In no instance shall a provisional appointment exceed six (6) months.

Overtime: Work accomplished within a period of seven (7) consecutive days which exceeds forty (40) hours within the period. All Overtime, regardless of employee position, class or status must receive prior approval from the employee's manager.

Overtime Rate: A compensation rate paid of one and one-half (1-1/2) times the employee's regular rate of pay for all hours worked in excess of eight hours in any workday, and for the first eight hours worked on the seventh consecutive day of work in a workweek.

Reclassification: The reassignment of a position by raising it to a higher class, reducing it to a lower class, or by moving it to another class at the same level as measured by change in the kind, difficulty, and responsibility of the work performed. Movement within a class series is considered to be a reclassification.

Reemployment: The reappointment, without examination, of a former employee who had permanent status and who resigned in good standing to the last class the employee previously held.

Reinstatement: The restoration without examination of a former regular employee to a classification in which the employee formerly served.

Relief of Duty: The temporary assignment of an employee to a status of leave with pay.

Salary Range: The minimum, maximum, and intermediate salary steps that are assigned to a class and the positions within a class.

Seniority: The total consecutive length of service of an employee with the City in regular status adjusted for any periods during which the employee was on unpaid status as provided by these rules.

Supervisor: An employee in a position that has responsibility for organizing, directing, and evaluating the work of subordinate employees.

Suspension: The temporary separation from service of an employee without pay for disciplinary purposes.

Termination: The separation of an employee from the City service because of retirement, resignation, death, or dismissal.

City: The City of Etna.

City Service: Means all positions and departments and agencies of the City that are subject to control and regulation by the City Council of the City of Etna.

Transfer: Either (1) the movement of an employee from one position to another position in the same class, but to another department; or (2) the movement of an employee from one position to a position in another class with the same salary range and with the same minimum qualifications.

Vacancy: An authorized position that is not occupied.

SECTION 3. WORKING CONDITIONS

A. Hours of Work

Eight (8) hours per day and forty (40) hours per week constitute the normal workweek for all regular full-time employees. To the maximum extent practicable, work schedules for

employees not working normal business hours shall be arranged so that employees will work for five (5) consecutive days, followed by two (2) days off. Employees are expected to be at their assigned place of work and prepared to commence work with tools at hand at the time assigned. Overtime eligible employees, however, are not permitted to log in and begin work more than five (5) minutes before their assigned shift and they are not permitted to log out more than five (5) minutes after their assigned shift.

Commented [6]: Update for Etna if needed

Existing handbook includes Police hours of work, but that should be in the MOU, not in the personnel rules

B. Hours of Work – Department Heads / Mid-Management Groups

Department Heads and Mid-Management employees will ordinarily observe the same work schedule as the employees under their direction. In addition, they shall work any additional hours that are necessary to fulfill the requirements of their position rather than be bound by any specified number of hours per week, as these positions are FLSA exempt.

C. Retirement Program

All regular full time and part time (working more than 1000 hours annually) employees are automatically enrolled as members of the retirement system. The retirement plan is provided under contracts with the Public Employees' Retirement System (PERS).

PERS Retirement Plan: The City is a member of PERS. Regular full-time employees must join and contribute the employee portion to PERS at the current rate from their gross compensation.

For employees hired before January 1, 2013, the City will contribute 1% (1/7 of the employee contribution) after one year of full-time service and an additional 1% at the end of each year thereafter for five years, at which time the city will make the entire contribution.

For employees hired after January 1, 2013, the City will contribute 1% of the employee's salary to a qualified retirement plan managed through PERS after one year of full-time service and an additional 1% at the end of each year thereafter for five years, at which time the city will contribute the entire portion.

For a summary plan description and other information regarding eligibility, contributions, and benefits, contact the City Clerk.

D. Work Week and Work Hours

The workweek for the City begins at 12:01 a.m. on Saturday and ends seven (7) days later at midnight on the following Saturday. The usual working hours for City employees shall be 8:00 a.m. to 5:00 p.m.

Commented [7]: Update for Etna if needed

E. Attendance

Unless modified by the City Administrator, employees shall be in attendance at their work in accordance with the rules regarding work hours, holidays, and leaves. Daily attendance

records (i.e. time sheets) of employees shall be maintained by employee which shall be reported to the City Administrator or designee in the form and on the dates he or she shall specify. Failure on the part of an employee who is absent without leave to return to work within twenty- four (24) hours, shall be cause for immediate dismissal.

F. Meal Periods

Hourly employees who work six (6) or more hours in a day, are scheduled an unpaid thirty (30) to sixty (60) minute meal period, customarily taken in the middle of the workday, during which they are free to eat a meal or complete personal errands. Unless directed otherwise, employees are not paid for this time and are free to leave the work place.

G. Rest Breaks

For each four (4) hours of work, conditions permitting, hourly employees are provided a fifteen (15) minute rest break, during which they may engage in personal conversations, move about, and otherwise "take a break" from the normal duties of their assignments. This time will be paid by the City as a part of the workday. The lack of opportunity to take advantage of the rest break at the appropriate time does not imply either additional pay for that time nor that the rest break may be deferred to another time. Employees may not add rest break time to lunch hour or leave work early.

H. Lactation Accommodation

The City shall provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child. The break time, if possible, must run concurrently with rest breaks and meal periods already provided to the employee. If the break time cannot run concurrently with rest breaks and meal periods already provided to the employee, the break time will be unpaid.

The City shall make a reasonable effort to provide the employee with the use of a room or other location (other than a toilet stall) in close proximity to the employee's work area so that the employee may express milk in private.

I. Solicitation and Distribution

Solicitation of any kind by one employee of another employee is prohibited while either person is on working time. Solicitation by non-employees on City premises is prohibited at all times.

No employee may, without specific approval of the City Administrator, distribute or make available on City property or while on duty advertising material, handbills, or printed or written literature of any kind not furnished by the City for that purpose. Distribution of literature by non-employees on City property is prohibited at all times.

J. Care of Tools and Equipment

Each employee which has care or custody of City-owned property (including money) or equipment has a responsibility to take appropriate care of the property or equipment, including safeguarding it against theft or damage. Any employee becoming aware of the theft of, or malicious damage to, City-owned property or equipment shall immediately report it to the City Administrator.

SECTION 4. RECRUITMENT, SELECTION, AND APPOINTMENT

A. Employment Policy

Any technique or procedure used in recruitment and selection of employees within the City service shall be on the basis of merit and job-related qualifications for the position. No recruitment or selection technique shall be used which, in the opinion of the City Administrator, is not justifiably linked to successful job performance. The City shall require all employees to complete and submit applications, agreements, or statements pertinent to their employment as determined by the City Administrator. In accordance with applicable state, federal and local laws, the City does not discriminate against any protected class.

B. Equal Employment

The City of Etna is an equal opportunity employer. The City prohibits discrimination against employees or applicants for employment on the basis of race, religion, color, sex, religious creed, national origin, ancestry, gender, gender identity, gender expression, sexual orientation, marital status, age, physical or mental disability, medical condition, pregnancy, military service and veteran status, pregnancy, childbirth and related medical conditions, genetic information, or any other basis protected by applicable state, federal or local law. The City will afford equal employment opportunity to all qualified employees and applicants as to all terms and conditions of employment, including compensation, hiring, training, promotion, transfer, discipline, and termination. Employees who believe they have experienced any form of employment discrimination are encouraged to report this immediately, using the complaint procedure in Section 19.

Commented [8]: Update section # if needed

C. Employment At-Will

Employees who serve under the City Administrator with individual employment agreements are not entitled to the right of appeal in the event of termination or other disciplinary action. At-will employees are free to leave their employment with the City at any time, with or without a reason and with or without notice. The City also has the right to end at-will employment at any time, with or without a reason and with or without notice. Although the City may choose to end employment for a cause, cause is not required. Further, the City has the right to manage its at-will work force and direct its employees. This includes the right to hire, transfer, promote, demote, reclassify, lay off, terminate, or change any term or condition of employment at any time, with or without a reason and with or without notice, unless otherwise required by law.

D. Recruitment Process

1. Authorization to Recruit

Authorization to fill a vacancy shall be by the inclusion of the position in the most recently approved City Budget or by other action of the City Council in creating a position. The City Council may from time-to-time request prior justification for filling some or any vacancy that may arise, in which case recruitment will not be done until approved by the Council.

2. Manner of Filling Vacancies

Vacancies may be filled either by an open recruitment or by a promotional recruitment. In an open recruitment, members of the public and current City employees may apply. In a promotional recruitment, only current City employees may apply. The City Administrator shall determine whether recruitment shall be open or promotional. However, in accordance with Section 12.F, if there is a layoff re-employment eligibility list, individuals on that list shall have preference over new hires or employees eligible for promotion.

3. Announcement

The City shall publish announcements when recruiting to fill vacant positions that state the following:

- a. **Position title;**
- b. **Salary of classification;**
- c. **Typical duties to be performed;**
- d. **Desired qualifications;**
- e. **Method of obtaining application forms;**
- f. **When (final filing date) and where to file applications;**
- g. **Testing process; and/or**
- h. **Any other pertinent information.**

Employment standards stated in the announcement shall be those established for the class as outlined in the class specification.

4. Posting of Announcements

An announcement of an open recruitment shall be published by posting notices at City Hall on the official bulletin board, by classified advertising in at least one newspaper of general circulation in the City, and through other appropriate methods as determined by the City Administrator. An announcement of a promotional recruitment shall be published

by posting notices at City Hall on the official bulletin board and through other appropriate methods as determined by the City Administrator.

5. Qualification of Applicants

No person shall be employed in or appointed to any position requiring full-time or part-time service where the position is included in the classification plan and a class specification exists establishing desired qualifications unless said person possesses in full, by the final filing date, the desired qualifications or education and experience prescribed for that class except as provided by these Rules and Policies.

In the event an applicant entering City employment is found to possess qualifications extraordinary for the position the applicant is being hired for, the City Administrator may authorize the employment of such applicant at any step within the appropriate pay range. For the purposes of this section, "extraordinary" means the applicant has education, experience, and/or skills superior to that commonly required and expected for the class.

6. Applications

Applications shall be made as prescribed on the announcement of the vacancy. Applications forms shall require information covering training, experience and other pertinent information. All applications must be filled out, submitted, and signed by the person applying.

7. Submitting Applications

Applications submitted in person must be received by the City not later than 5:00p.m. on the final filing date. Applications mailed or delivered by other commercial service must bear a postmark or receipt by the commercial delivery service not later than the final filing date and must be received not more than seventy-two (72) hours after the final filing date and time.

8. Disqualification

The City Administrator may reject any application, which indicates on its face that the applicant does not possess the minimum qualifications required for the position. Applicants may be rejected if the application indicates facts that show that the applicant has been discharged from employment for reasons which indicate unfitness for performing the duties and responsibilities of the class or position; has directly or indirectly obtained information regarding examinations to which the applicant was not entitled or has otherwise defrauded the examination process; has used or attempted to use political pressure or bribery to secure an advantage in the examination or appointment; does not satisfactorily complete any element of the selection process; is unable to perform the essential functions of the class or position, with or without reasonable accommodation if disabled; or for any material cause which in the judgment of the City Administrator or designee would render the applicant unsuitable for the position, including but not limited to a prior rejections of two (2) job offers from the City; prior resignation from the City, termination from the City, or prior disciplinary action. Whenever an application is rejected, notice of such rejection shall be mailed to the applicant. Defective applications may be

returned to the applicant with notice to amend the same, providing the time limit for receiving applications has not expired.

9. Competitive Examinations

The method of application, evaluation, and pre-employment examination shall be determined by the City Administrator. Selection techniques may include written tests, personal interviews, performance tests, physical agility tests, evaluation of daily work performance, work samples, or any combination of these or other tests.

10. Offer of Employment

Offers of employment shall be extended to selected candidates by the City Administrator, unless the responsibility has been specifically delegated. Employment offers for all positions shall be made in writing and shall include starting salary on an hourly, weekly, or monthly basis. In no event shall an employment offer be made in terms of annual salary that may imply a yearly contract. All employment offers are subject to all employment contingencies that may include, but are not limited to satisfactory medical exam, psychological exam, and fingerprint checks.

11. Appointing Authority

Appointment to full-time regular, part-time regular and management positions shall be made by the City Administrator.

12. Medical or Psychological Examination

- a. Medical examination results are confidential by nature and are for the purpose of determining an employee's ability to perform the essential duties of the job. All records or findings of medical or psychological evaluations should be maintained in a secure file, separate from other personnel documents.
- b. A medical examination may be required prior to the final appointment of all new full-time employees and regular part-time employees to determine whether the employee can carry out the essential duties of the position or to establish any accommodations necessary for the employee due to a disability. Psychological examinations may be required of employees hired for certain classifications.
- c. At the option of the City Administrator, a health examination may be required prior to any reclassification or promotion in the City service where the physical or mental requirements of the new position are more demanding than that held previously by the employee.
- d. The City Administrator may require special examinations of any City Employee who is returning from a medical leave of absence or has used

significant amounts of sick leave to assure that the employee is physically or mentally capable of performing the essential duties of the position.

- e. Any appointment or offer of employment is considered to be conditional, pending a report of the satisfactory results of any examination required under this section. The appointment or offer of employment may be withdrawn if the applicant is found to be medically or mentally unable to perform the essential duties of the position. If the individual has a disability as that term is defined under applicable law, but is able to perform the essential functions of the position, the City shall make reasonable accommodation as required under applicable law.
- f. Any examination required by the provisions of this section will be at the expense of the City and the report thereof shall be exclusively the property of the City.
- g. An employee disqualified on the basis of a medical report shall have the right to seek an independent medical evaluation for consideration before a final decision is made.

13. Employment Oath

All employees of the City shall complete and sign the Oath or Affirmation of Allegiance for Public Officers and Employees on the first day of employment in accordance with Article XX, Section 3 of the constitution of the State of California. The Oath shall be administered by the City Clerk or designee individual and a signed copy shall be included in the employee's personnel file.

14. Legal Authority to Work

Each applicant must attest to his or her legal authority to work and identify such on an I-9 Form provided by the Federal government. This verification must be completed as soon as possible after an offer of employment is made and in no event more than three (3) business days after an individual is hired. All offers of employment are conditional on furnishing satisfactory evidence of identity and legal authority to work in the United States.

15. Public Employees as Disaster Service Workers

Government Code Section 3100 et seq. declares public employees as disaster service workers and requires employees to report to work (and if not possible, then to the next closest public employer) following the effects of natural, manmade, or war-caused emergencies. The City shall establish and maintain a method, or methods, of informing employees of their disaster service worker status. Employees who fail, without good cause, to honor their obligations as disaster service workers shall be subject to disciplinary action up to and including dismissal from employment.

16. Volunteers

The City Council has determined that the use of volunteers to assist City employees would be a valuable asset to the City and to the community at large. Volunteers can provide valuable public services to the community and City while simultaneously gaining valuable work experience. The use of volunteer assistance shall not be used to replace existing services delivered by City employees but is designed to augment and assist existing City employees under the direction and supervision of City staff.

For purposes of this Volunteer Program, "volunteer" shall mean an individual who, under the direction and supervision of a City employee performs hours of service in a City department for civic, charitable, health, humanitarian, recreational, public safety or general welfare reasons, without promise, expectation or receipt of compensation for services rendered, except for reimbursement of expenses. Volunteers shall not receive any form of compensation or any form of benefits. Individuals shall be considered volunteers only when their services are offered freely and without pressure of coercion, direct or implied, from the City. Volunteers shall be covered by the City's workers' compensation and liability program only upon execution of a "Volunteer Acknowledgement Form."

If a department head is desirous of utilizing an individual as a volunteer in his or her department, said department head shall submit a request to the City Administrator, explaining the type of work said volunteer will be doing and who will be supervising said volunteer's activities. The City Administrator shall verify that the volunteer has the requisite skills to perform whatever tasks he or she will be required to perform. Any individual desiring to provide services to the City as a volunteer shall sign a City Volunteer Acknowledgement Form.

If deemed appropriate by the City Administrator after consulting with the affected department, a background investigation and/or criminal background investigation may be conducted in accordance with adopted City rules, policies, and procedures and as acknowledged on the Volunteer Acknowledgement Form.

Volunteers shall be provided with an orientation concerning applicable City policies. It shall be the responsibility of the City to orient all volunteers about, but not limited to, American with Disabilities Act; Policy Against Harassment, Discrimination, and Retaliation; Injury and Illness Prevention Program; Workplace Violence Prevention Plan; and Electronic Media Policy. Designated volunteers shall be listed on a volunteer roster for a maximum of six (6) months, at which time the list must be renewed or it shall expire. The City reserves the right to terminate the volunteer service of any individual volunteer if such services are not needed, the specific volunteer is not performing the services satisfactory, or for any other reason.

SECTION 5. ADMINISTRATION OF PAY PLAN

A. Salary Schedule

Salaries paid and any special compensation shall be in accordance with these Rules and Policies and the most recent applicable Salary Resolution adopted by the City Council and any amendments thereto. Such Resolutions are available from the City Clerk. No position shall be assigned a salary or receive benefit contributions beyond what is defined in the Resolution or any adopted amendments. No person may be paid less than the minimum, nor more than the maximum of the salary range established for the class in which employed. No change in the salary range of a class may be made without City Council approval. Advancement within a salary range is based on performance and requires the approval of the City Administrator. Advancement through the steps of a salary range are not automatic.

B. Social Security

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

C. Temporary Employees and Special Salaries

Salaries for Temporary Employees and special salaries and incentive payments shall be in accordance with a Salary Resolution adopted by the Council or as set forth in the State or Municipal Code.

D. Hourly Rates

Where any monthly pay rate is to be converted to a salary hourly equivalent, the monthly rate of pay shall be divided by 173.33 to determine the hourly rate. Daily rates are equivalent to the appropriate hourly rate multiplied by eight (8) hours.

E. Overtime

1. General Policy

It is the policy of the City that overtime is to be discouraged and used only in cases of emergency. Except for an emergency a Supervisor or Department Head shall not obligate the City to compensate for overtime without specific advance authorization.

2. Overtime Compensation

Work in excess of forty (40) hours per week by those employees eligible for overtime pay, shall be paid at the rate of one-and-one-half (1-1/2) times the regular rate of pay, either in the form of compensatory time earned ("CTE") or in cash. The employee must note in writing whether they want to take CTE or cash when submitting the time sheet. If CTE is selected, the time off must be taken within 30 days of the date earned.

Commented [9]: The handbook includes PD overtime. That should be in the MOU, not the personnel rules.

Working Overtime without advance approval is a violation of these Rules and Policies and grounds for discipline, up to and including termination. Employees are expected to report all hours worked in a work-reporting period. An employee shall not accrue more than 40 hours of CTE. CTE shall be used and scheduled like Vacation Leave; however, it may not be carried over to the following fiscal year but will be cashed out on June 30 each year and will be included in the next regularly scheduled pay period.

3. Department Head

Mid-Management employee: A Department Head/Mid-Management is considered to be compensated for a "complete job" by his or her regular salary, and so shall not be compensated for extra hours worked through overtime pay.

4. Overtime in Multiple Positions

In the event an employee is assigned to more than one position, all hours worked for the City will accumulate towards the forty (40) hour workweek. Any hours worked over forty (40) hours in a work week will qualify for overtime pay. The rate of overtime will be calculated as required by law. In order for an employee to receive overtime compensation, advance authorization must be received prior to additional hours being worked.

F. Compensation for Holidays

All employees, whether employed full-time or part-time, shall receive holiday pay. Part-time employees shall receive holiday pay pro-rated according to the number of hours they are scheduled to work during a week.

G. Anniversary Dates

For the purpose of salary administration and performance evaluations, each employee shall have an anniversary date that shall be determined as herein provided.

- For a new employee, anniversary date shall be the date the employee was employed in a regular position and every subsequent year from that date.
- For an employee who is promoted, the first Anniversary Date shall occur the first day of the pay period closest to one (1) year from the first day on which the employee was promoted.
- For an employee who is demoted, the Anniversary Date shall be the first day of the pay period closest to one (1) year from the first day on which the demotion is effective.

H. Anniversary Date Upon Transfer

Anniversary Dates of employees who are transferred to a job classification designated by the same salary range or whose job class is reclassified from one salary range to another shall not be changed.

I. Salary Upon Appointment

Upon initial appointment with the City, a new regular employee shall be placed in the first step of the salary range. However, if it is not practical or possible to hire qualified personnel at the first step, appointment at a higher step within the range may be authorized by the City Administrator.

J. Salary Upon Reclassification

When an employee's position is reclassified, the employee's salary shall be determined as follows:

If the position is reclassified to a class with a higher salary range than the previous class, the employee's salary shall be determined in the same manner as if the employee had been promoted.

If the salary of the employee is the same or less than the maximum of the salary range of the new class, the salary of the employee shall not change; provided, however, that the employee shall not receive less than the minimum salary established for the class to which reclassified.

If the salary of the employee is greater than the maximum of the range of the new class, the salary of the employee shall be designated as a "Y-Rate" and shall not change during continuous City service until the maximum of the salary range to which the class is assigned exceeds the "Y-Rate" salary of the employee.

K. Salary Upon Promotion

Upon promotion, an employee shall be placed in the first step of the range for the new class. If placement in the first salary step provides for a salary increase that is less than five percent (5%), the employee shall be placed in a salary step in the range for the new class that provides for at least a five percent (5%) increase, except that under no circumstance shall the employee receive a salary that is greater than the maximum salary established for the class to which promoted.

L. Salary Upon Demotion

Whenever an employee is demoted, whether such demotion is voluntary or otherwise, the employee's salary shall be adjusted to be within the salary range for the class to which the employee is demoted. The salary of an employee who is demoted shall be reduced as recommended by the Supervisor or Department Head and approved by the City Administrator. An employee who is demoted to a position that he or she previously held

shall not be placed at a step that is lower than the step held by the employee before the promotion.

M. Salary Upon Transfer

In the case of a transfer of an employee from one position to another in the same salary range, the employee shall continue in the same salary step. In the case of a transfer of an employee from one position to another in a class with a lower salary range, the employee may be placed in any step in the range where the employee does not receive a pay increase.

N. Salary Upon Reinstatement

An employee reinstated shall be placed at no lower than the same salary step he or she held at the time of separation from City service.

O. Salary Upon Reemployment

An employee reemployed shall be placed at no lower than the same salary step he or she held at the time of separation from City service.

P. Step Increases

Step increases are based on merit. An employee must perform the duties of the position in a manner satisfactory to the Supervisor or Department Head and approved by the City Administrator to receive the following step increase:

6 months @ Step A to become eligible for Step B

12 months @ Step B to become eligible for Step C

12 months @ Step C to become eligible for Step D

12 months @ Step D to become eligible for Step E

Merit increases are typically five percent (5%) within the limits of the appropriate salary range. Merit increases shall be made on each Anniversary Date. No increase shall be made without the written recommendation by the Supervisor or Department Head. Part-time seasonal employees may be eligible for step increases based on merit at least annually.

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Q. Qualifications for Step Increase

An employee may be granted a step increase after having served for the designated qualifying period and after a performance evaluation finding that the employee's performance was not less than satisfactory.

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In unusual cases, upon recommendation of the Supervisor or Department Head, where special ability or aptitude is demonstrated, the City Administrator may approve

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advancement of an employee to a higher step before completion of the normal qualifying period.

R. Bilingual Pay

Bilingual pay for fluency in both English and ~~other language identified by the City necessary~~ will be paid to employees assigned who are normally available for translation for City business. Such pay will be five percent (5%) of the employee's base salary. Bilingual pay shall be awarded when it is determined that there is a benefit to the City and recommended by a Supervisor or Department Head and approved by City Administrator. Employee must successfully pass bilingual oral and written testing.

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S. Out-of-Class Pay

When, because of absence, an employee performs substantially all the functions (full-time) of a higher classification, the employee will receive an increase of no less than five percent (5%) of his or her base hourly equivalent wage. The increase will be effective after the third week of the assumption of those duties and continue during the period those duties are being performed by the employee on a full-time basis.

T. Education Assistance Program

The City encourages Regular employees to participate in educational and training activities. In addition to increasing employee job proficiency, this Education Assistance Program is intended to improve work force stability and the City's ability to attract and retain outstanding employees.

The Education Assistance Program is available to all Regular employees subject to the approval and discretion of the City Administrator.

Expenses advanced by the City for pre-approved educational and training functions that are not attended by the employee (except for circumstances beyond the employee's control as determined in the discretion of the City Administrator) and for which a refund or credit cannot be obtained shall be reimbursed to the City by the employee within 30 calendar days of the date of said function.

When required by law, amounts paid to employees under the Educational Assistance Program shall be reported by the City as income to the employee and payroll withholdings made in accordance with State and Federal law.

1. On-Duty Education

Regular employees may, with prior approval by the City Administrator, attend courses, seminars, conferences, workshops, cross-training activities or meetings that provide specific training in subjects related directly to the employee's current position or a City position he/she aspires to.

Management will annually review and identify areas of training required to maintain technical and administrative capabilities. The City will pay fees, tuition, and approved expenses. The City Administrator's approval for all requests for on-duty training must be obtained prior to attendance and/or making reservations.

2. Off-Duty Education

Regular employees who desire to obtain skills and/or knowledge, on a voluntary basis, that enables them to improve their general knowledge base and prepare them for future assignments with the City may seek approval from the City Administrator pursuant to this policy.

This education may occur after regular working hours at an accredited university, college, vocational trade school, or through a self-study correspondence course which leads to a certificate, license or diploma related to the administrative and public service functions of the City.

Acceptable accrediting agencies are those recognized by the U.S. Department of Education, Office of Postsecondary Education (OPE), the California Bureau for Private Postsecondary Education (BPPE), or the State of California.

Under special circumstances which must be approved in advance, employees may be approved to attend classes during business hours.

Eligibility. Only Regular employees who are performing their jobs satisfactorily and have an employment duration with the City of more than one year are eligible for this program.

The following off-duty education may be considered for financial assistance:

1. Degree (Associates, Bachelors, Masters, other as approved).
2. Specific courses taken for credit relating to water functions.
3. Specific courses taken for credit having a general connection to the functions or mission of the City (i.e., accounting, administrative professional, public administration, welding, chemistry, information technology, civil engineering, etc.)

Conditions for Financial Assistance. The following conditions apply for receiving financial assistance from the City :

1. Every course that the employee desires to attend must be approved in advance as applicable by the City Administrator (or for the City Administrator's course(s), by the City Council.)
2. Reimbursement to the employee upon completion of the course with a minimum

3. final grade of a C or equivalent.
4. For good cause shown and financial need demonstrated, the City Administrator may approve an advance payment to employee for use in paying tuition or course fee upon employee entering into a written agreement, per City procedure, to repay the City within one year for any funds advanced where employee fails to complete the course with a minimum final grade of a C or equivalent. Such written agreement will include employee authorization to withhold payments of up to \$100 per pay period from employee's salary, and the balance (if any) to be deducted from employee's final paycheck upon separation, to the extent permitted by law.
5. Funds received from outside sources, such as scholarships or Veteran's Education Benefits, must be applied to the cost of the program first. Then the remaining cost will be paid by the City.

The annual contribution limits by the City shall be established by administrative procedure applicable with City policy.

U. Pay Periods

The official pay periods occur on a bi-weekly basis with paychecks being available no later than the second working day following the pay period. When a payday falls on a City-recognized holiday, payment will be made the prior day.

V. Reporting Time Worked/Time sheets

All employees are required to record time worked on a time sheet which is to be delivered to the City Clerk, no later than 9 am the day after the end of the pay period. The employee's Supervisor shall verify and approve each employee's accumulated hours of work prior to submitting to the City Clerk for payment. Late time sheets may result in late payment. 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 or work site for any reason other than for the City's business. Employees must also complete a work/task log and submit it with their timesheet.

All employees are required to submit accurate and complete time sheets. It is the responsibility of the employee to make certain his or her time sheet and work/task log has been filled out accurately and completely before submitting.

Employees are responsible for reporting on a time sheet all hours worked and leave taken during the pay period. The employee is responsible for securing the signature of his immediate Supervisor on the time sheet, indicating approval of the hours submitted. Supervisors are responsible for ensuring that the employee's time sheet and work/task log are accurate and complete. The employee is also responsible for seeing that all required documentation for approved leave or overtime worked is attached to the time sheet. In the event employees are unable to accurately report all time, due to the need to submit the time sheet prior to the end of the pay period, they shall be responsible for

bringing that fact to the attention of City Clerk as soon as practicable, so the payroll records can be adjusted accordingly.

W. Issuance of Pay Checks/Direct Deposit

Paychecks will be distributed no later than the second working day following the pay period by the Supervisors or Department Head or by direct deposit. When a payday falls on a City-recognized holiday, payment will be made the prior day. In the process of distributing paychecks, Supervisors and Department Heads and other personnel necessarily involved in the process will take due care to preserve the confidentiality rights of employees. Employees are encouraged to utilize direct deposit of their pay checks.

SECTION 6. TERMS OF EMPLOYMENT

A. Probationary Period

Each new full-time or regular part-time employee filling a regularly allocated position shall be a probationary employee until the successful completion of a six (6)-month probationary period. The purpose of the probationary period is to give the employee the opportunity to demonstrate that he or she is qualified, able, and willing to meet the standards of the City and the position for which they are hired. If, at any time prior to the successful completion of the probationary period, the City Administrator determines that it is in the best interest of the City to terminate the employment of the probationary employee, it will be in his or her discretion to do so. An employee terminated from probation shall not have any right of appeal under these Rules or Policies or any right to grieve their termination under the relevant Memorandum of Understanding, if any. The City Administrator has the discretion of extending the probationary period for an additional six (6) months, if the City Administrator feels it is in the best interest of the City to do so.

Department Heads, temporary, seasonal, specially funded and part-time employees (in non-regular positions) and contract employees, are not subject to a probationary period since these employees are at-will and are subject to termination at any time for any reason, with or without notice, by the City Administrator or City Council as applicable.

B. Probationary Period - Promotional Positions

In the case of a promotion of an employee, the six (6) months following the promotion will be a "promotional probationary period" during which time the employee may be returned to his or her former classification, unless disciplinary charges are filed and the employee is terminated from employment with the City. The employee may also be allowed to return to his or her former classification upon the written request of the employee. Upon the employee's return all rights and benefits will be restored to the employee as if the promotion had not occurred.

C. Transfer

Upon recommendation by the Supervisor or Department Head and approval of the City Administrator, or upon the employee's request and approval of the City Administrator, an

employee may be transferred at any time from one position to another position in a comparable class. The City Administrator may also initiate a transfer when it is determined to be in the best interests of the City. Transfers may be voluntary or involuntary. For transfer purposes, a comparable class is one with the same maximum salary, involves the performance of similar duties and/or requires substantially the same basic qualifications. No person shall be transferred to a position for which he or she does not possess the minimum qualifications.

If the transfer involves a change from one department to another, both Department Heads and Supervisors must consent unless the City Administrator orders the transfer in the best interests of the City. A transfer shall not be used to effectuate a promotion, demotion, advancement or reduction, each of which may be accomplished only as provided in these Rules or Policies.

Whenever possible, an employee being transferred from one position to another position in the same class or a comparable class will receive five (5) business days' notice. If an employee disputes an involuntary transfer, the employee may, within two (2) days of receiving notice of his or her pending transfer, file a written appeal with the City Administrator or designee setting the forth the reasons for the appeal. Any appeal filed must be based upon the alleged violation of the requirements for transfer or the procedure followed.

The decision as to whether or not to transfer an employee shall be at the sole discretion of the appointing authority and is not subject to any grievance or appeal procedure.

D. Promotion

When in the best interests of the City, the City Administrator may designate a vacant position as a "Promotional" position and open only to current regular City employees.

E. Demotion

The City Administrator may demote an employee whose ability to perform the required duties falls below standard, or for disciplinary purposes. Also upon request of the employee, and with the consent of the City Administrator, demotion may be made to a vacant position.

No employee shall be demoted to a position for which he or she does not possess the minimum qualifications. Written notice of the demotion shall be given to the employee, and a copy filed with the City Administrator. Disciplinary demotion shall be taken in accordance with Section 10.

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F. Reinstatement

With the approval of the City Administrator, a regular employee or a newly-promoted probationary employee who has completed probationary service in another classification and who has resigned with a good record may be reinstated within one (1) year of the

effective date of resignation, to a vacant position in the same or comparable class, without being required to undergo an additional qualifying examination. Upon reinstatement, the employee shall be subject to the probationary period prescribed for the class. No credit for former employment shall be granted in computing salary, leaves, or other benefits, with the exception of legally mandated paid leave.

G. Classification Plan

The sum of the Class Specifications/Job Descriptions shall be the classification plan for the City of Etna. This plan shall be used as a basis for the organization of operations for the City. The purpose of the classification plan is to provide a complete inventory of all classes, to provide accurate class specifications, and to ensure that each position is allocated to the appropriate class.

1. Class Specifications

The duties, responsibilities, and qualifications of positions within the City service shall be determined by the City Administrator and approved by the City Council. Job descriptions shall be periodically reviewed and updated to accurately reflect the duties assigned to the positions. Job descriptions shall be kept on file by the City Administrator, with a copy of his or her current job description being provided to each employee.

2. Reclassifications

Positions, the assigned duties of which have been materially changed by the City so as to necessitate reclassification, whether new or already created, shall be allocated by the City Administrator to a more appropriate class, except that if the reclassification requires the expenditure of funds which exceeds the amount authorized by the City Council, the reclassification shall not take place until additional funding is approved by the Council. Reclassification shall not be used for the purpose of avoiding restrictions concerning demotions and promotions, nor to effect a change in salary in the absence of a significant change in assigned duties and responsibilities.

3. Request for Classification Review

An employee may request that the City Administrator review his or her assigned class if the duties and responsibilities have materially changed from those listed in the job description. Employees shall not have a right to request such a review within twenty four months of the last time the position was studied. The City Administrator shall respond in writing within thirty (30) days of the request.

4. Interpretation of Class Specification

The following principles shall be applied when interpreting specifications for the various classes of positions:

- The specifications are descriptive only and are not restrictive. They are intended to indicate the kinds of positions that should be

allocated to the respective classes as determined by their duties, responsibilities, and qualification requirements. Use of a particular expression or illustration shall not be held to exclude others not mentioned if such others are similar in kind or quality.

- In determining the class to which any position should be allocated, the specification shall be considered as a whole. Consideration is to be given to the general duties, the specific tasks, the responsibilities, the minimum qualifications, and the relationships to other classes in order to obtain an inclusive picture of the kinds of positions that the class is intended to include.
- The duties statement shall be construed as a general description of a kind of work usually performed by the incumbent of a position that is properly allocated to the class, and not as prescribing what the duties of any position shall be, nor as limiting the expressed or implied power of the authority now or hereafter vested with the right to prescribe or alter the duties of any position.
- The typical tasks shall be construed as examples only, illustrative of the duties as outlined by the general statement. These examples are not intended to be complete or exclusive and the fact that the actual task performed by the incumbent of a position does not appear therein shall not be taken to mean that the position is necessarily excluded from the class, provided that the tasks constituting the main work or employment are duly covered by the general statement of duties. On the other hand, any one example of a typical task without relation to the general statement of duties and all other parts of the specifications shall not be construed as determining whether a position should be allocated to the class.
- The statement of minimum qualifications constitutes a part of the description of the kind of employment included within the class, and expresses the minimum and any additional desirable qualifications expected of an appointee. Such personal character qualifications as honesty, sobriety, and industry are deemed to be included in the statement of minimum qualifications and need not be specifically mentioned.

H. Employee Evaluations

Each employee shall be evaluated according to a system approved by the City Administrator. Employees on probation will be evaluated at least once during their probationary period. However, a probationary employee may be released at any time with or without a formal evaluation having been given. Employees will be evaluated on an annual basis or more often if needed.

An employee who receives a less than meets minimum requirements rating on any performance evaluation: (1) may be rated at a more frequent interval as deemed appropriate by his or her Supervisor; (2) may not be eligible to participate in any promotional examinations until at least an overall meets minimum requirements rating has been established; and (3) may not be eligible for any salary step advancement until an overall rating of at least meets minimum requirements has been established.

Each employee's evaluation shall be reviewed with the employee, after which the employee is expected to sign the evaluation. Signing the evaluation does not indicate agreement with that evaluation, and the employee may submit reasonable comments in explanation or rebuttal of its contents. After review by the City Administrator, employee evaluations, including material submitted by the employee, will be placed in the employee's personnel file.

An employee does not have the right to appeal or grieve any matter relating to a performance evaluation. Instead, the employee may comment on the evaluation in a written statement, which will be placed with the written evaluation in the employee's personnel file. Written statements in response to a written evaluation must be submitted within fourteen (14) days of when the evaluation is provided to the employee in order to be included with the evaluation in the employee's personnel file.

I. Personnel Files

- **Records Custodian:** The City Administrator or designee is responsible for the maintenance of employee personnel files.
- **Contents:** A personnel jacket is maintained for each employee in City service. All documents relating to each employee are filed therein. These include, but are not limited to, application and appointment papers, work history with the City of Etna, employee evaluations, safety and training records, background information records, pay and leave records, and disciplinary records.
- **Security:** Personnel records contain private and confidential documents pertaining to the employment status and background of individual employees. These records, therefore, may be reviewed only upon authorization of the City Administrator or designee, the employee, an employee's representative who has written authorization by the employee to view the file, and the City Attorney to the extent necessary and reasonable to exercise his or her duties.
- Employees may review their own personnel file with supervision at times arranged with the City Administrator or designee.

Employees may respond in writing to the contents of their personnel file. Such responses become a permanent part of their file. In accordance with the provisions of this rule and state law, all documents in the possession of the City about an employee may not be

available to the employee for his or her review. Unless otherwise required by law, the only information from the employee's personnel file which may be publicly released is: Employees' name; positions held including job descriptions; and dates pertaining to the employee's employment.

J. Internship Program

The Internship Program was created to enable the City to recruit, train, and develop an intern's skills in order to prepare him or her for professional, entry-level employment. This program does not guarantee the intern any future employment with City, but rather it attempts to assist in an intern's career development to become an experienced, knowledgeable, and qualified individual capable of competing in the professional job market. When there is a City vacancy, the qualified intern would be afforded the same full and equal consideration for employment as any other applicant under consideration.

SECTION 7. HOLIDAYS, VACATION LEAVE, SICK LEAVE, AND LEAVES OF ABSENCE

A. Holidays

City offices shall be closed and non-emergency employees shall observe the following holidays:

Holiday	Day Observed
New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	October 12
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	Fourth Friday in November
Christmas Eve	December 24
Christmas Day	December 25

If a holiday falls on a Saturday, the holiday shall be observed on the preceding Friday. If a holiday falls on a Sunday, the holiday shall be observed on the following Monday. Employees who work on an official holiday shall receive holiday compensation at straight time the hours worked in addition to receiving their regular pay ("Holiday Pay"). To be eligible for Holiday Pay, the employee must be regularly scheduled to work on the day on which the holiday is observed and must work the employee's regularly scheduled working days immediately preceding and immediately following the holiday, unless an absence is approved in advance by the employee's supervisor. Eligibility for holiday pay begins after the completion of the probationary period

1. Eligibility

An employee must work or be in a paid status previously approved by the employee's Department Head the entire work day immediately before and the first entire work day immediately after a holiday in order to receive compensation for the holiday.

B. Vacation (Annual Leave (AL))

The City provides annual vacation leave which accrues monthly. The City Administrator may accelerate or increase vacation accrual rates or may provide a starting balance of vacation leave as part of an employment offer. Earned vacation leave may be taken as it accrues. An employee may take vacation that has not yet been accrued only with prior approval from the City Administrator. Scheduling of vacations must be made with consideration for the unit's workload, and approved vacation leave may be denied to meet the City's unexpected operational needs.

1. Vacation Accrual

- Each full-time employee in the Competitive Service shall be entitled to vacation leave at the rate of hours noted below. Eligible part-time employee in the Competitive Service shall be entitled to vacation leave at a pro-rated rate of leave depending on hours worked for each full calendar month of service with the City. Temporary and seasonal employees do not accrue vacation leave. For eligible employees, vacation leave begins accruing upon the first day of employment. New employees may not use vacation leave until they have completed at least six months of service with the City, unless they receive prior written permission from the City Administrator.

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Rates of vacation leave:

First five years of employment	10 days (80 hours) per year
Six through 12 years of employment	15 days (120 hours) per year
13 years + of employment	20 days (160 hours) per year

- Maximum Vacation Accrual:** Employees may accrue vacation leave up to the maximum amount of 240 hours. This amount may be waived by the City Administrator on a case-by-case basis due to workload, staffing constraints, or unusual vacation plans if requested in advance in writing. Once the maximum accrued leave has been reached, the employee ceases to accrue any additional vacation leave until such time as employee has used enough vacation leave to drop below the not to exceed maximum levels.

- **Accrual Amounts:** Each employee's leave accrual amounts are listed on their paycheck stub. Employees are responsible for tracking their accrual limits and ensuring that any time off that is taken is approved.
- **Vacation Pay on Separation from Service:** Employees who separate from service shall be cashed out of their accrued and unused vacation at the employee's current FLSA regular rate of pay at the time of separation from service. This payout does not include incentive pay such as longevity or bilingual pay amounts.

Commented [13]: Revise if needed

C. Sick Leave

Except as provided under the terms of an employment agreement, Memorandum of Understanding, or any other action providing for employee sick leave benefits, employees will accrue paid sick leave as provided in this rule and in excess of the Healthy Workplace, Healthy Families Act of 2014, as modified by Senate Bill 616. All employees who earn sick leave, regardless of whether such leave accrued under this rule or under some other document approved by the City Council, are expected to abide by the usage and notice provisions described in this rule. Regular full-time and regular part-time employees as described in these Rules and Policies are eligible to accrue sick leave.

Commented [14]: SB 616 requires ALL employees (FT, PT, temporary) to either:

1) receive a frontload of 40 hours/five days (whichever is more based off a 8-hr workday) of paid sick leave at the beginning of each year of employment or other 12-month period (in which case the employer does not need to accrue or carry over unused sick leave); OR

2) accrue one hour of paid sick leave for every 30 hours worked (in which case the employer must carry over paid sick leave from year to year but can implement an 80-hour/10-day accrual cap and can limit the employee's use to 40 hours/five days in each year of employment, or other 12-month period; OR

3) use a different accrual method provided that employees have no less than 24 hours of paid sick leave by their 120th day of employment or in each 12-month period, and no less than 40 hours of accrued sick leave or paid time off by the 200th calendar day of employment or in each 12-month period.

The City can still set different accrual rates per employee type, but the above is the minimum accrual for all employee types.

1. Sick Leave Accrual for Eligible Full-time Employees

For each Regular Full-Time employee, Sick Leave shall be earned and accrued beginning upon the completion of the first full month of employment and thereafter at the end of each full year of employment at the rate of 40 hours or five days (whichever is more based off an eight-hour workday).

Deleted: In addition, X hours of paid sick leave will be added to each Full-Time employee's accrual per pay period/month worked. This rate shall be per pro rata to match the employee's work hours as a percentage of full time equivalency (but not less than X hours per pay period/month worked).

2. Sick Leave Accrual for Part-Time and Temporary Employees

For each Part-Time and Temporary employee, Sick Leave shall be earned and accrued at the rate of 1 hour for every 30 hours worked per calendar year.

3. Use of Sick Leave Hours

New employees may not use paid sick leave until they have completed at least 90 days of service with the City, unless they receive prior written permission from the City Administrator.

Paid sick leave can be used in increments of no less than two hours.

Sick Leave may be accumulated with no maximum.

Commented [16]: Under SB 616 the City may, but is not required to, cap accrued leave for PT/temp employees at 80 hours/10 days, and the City may, but is not required to, restrict employees from using more than 40 hours/5 days per year of the PSL they have accrued.

An employee who becomes ill while on Vacation Leave and desires to claim Sick Leave rather than use Vacation Leave as scheduled shall make such a request as soon as possible. The City may require, without prejudice, a medical doctor's certificate for any period of Sick Leave requested while on Vacation Leave.

Sick Leave shall not be advanced to an employee prior to its regular accrual; in other words, Sick Leave balances shall not be allowed to go in arrears.

Use of sick leave hours shall not be considered as a right and shall be allowed only in case of necessity. Sick leave may be used for the following reasons:

- The employee's own illness, injury or medical condition;
- Visits to a medical doctor, chiropractor, acupuncturist, dentist, optometrist, optician, psychiatrist or psychologist, medical or clinical laboratory on order of a doctor, or other licensed medical provider for the employee or the employees' family member;
- To attend to the illness of the employee's family member; or
- To seek medical treatment, counseling, social services or relief when the employee is a victim of domestic violence, sexual assault or stalking.

4. Family Member Defined

For purposes of this policy, a member means any of the following:

- The employee's spouse or registered domestic partner;
- The employee's child, including a biological, adopted, or foster child, step child, legal ward, or a child to whom the employee stands in loco parentis;
- A biological, adoptive, or foster parent, stepparent or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
- The employee's grandparents;
- The employee's grandchildren; and
- The employee's siblings.

5. Sick Leave Notice

To qualify for sick leave, an employee must notify his or her Supervisor or the City Administrator prior to the time set for beginning daily duties, in accordance with

procedures established by the City Administrator. An employee is to request prior authorization for any absence due to attendance at any medical appointment. For the purpose of this section, "request prior authorization" shall mean that the employee has notified the City Administrator as soon as reasonably practicable.

6. Sick Leave Verification of Illness

An employee may be required to provide a health care provider's statement verifying the employee's absence from work in the following instances:

- When an employee returns to work after three (3) days of absence on sick leave; or
- In the case of frequent use of sick leave; or
- When a pattern of sick leave use has been identified; or
- When the employee's Supervisor, Department Head, or City Administrator or designee has reason to believe that sick leave is being abused.

In addition, the City Administrator may also direct an employee to attend a physical examination by a City retained licensed physician, at the City's expense, to ascertain whether the employee is fit to perform the duties of his or her position.

7. Sick Leave Coordinated with Workers' Compensation Benefits

An employee who is collecting workers' compensation temporary disability benefits as a result of a City on-the-job illness or injury shall automatically use sick leave, if any, in addition to the provided workers' compensation benefits so that the employee receives his or her full salary. If the employee does not have sufficient sick leave available, then other available paid leaves shall be used.

8. Sick Leave Upon Separation from Employment

An employee shall not receive payment for unused accumulated sick leave upon separation of employment or retirement (either disability or service retirement). Employees who are rehired by the City within one (1) year from the date of separation will have any previously unused and accrued sick leave hours reinstated. A reinstated employee will be entitled to use those previously accrued and unused sick leave hours subject to the use and accrual limitations under applicable law. With a concurrent retirement from the City and CalPERS, any accrued but unused sick leave may be utilized for service credit for retirement purposes as allowed by Public Employment Retirement Law.

D. Leaves of Absence

The City provides a variety of leaves of absence for eligible employees. If you have questions about any leave type, please contact the City Administrator.

An employee who has been on a leave of absence due to injury or illness is expected to report to work upon being medically released to return to duty. This includes reporting when the employee has been released for modified duty. If an employee is released to return to modified duty, the City will determine if there is any modified duty available. If an employee is offered modified duty and he or she declines the offered work, the employee may be permitted to use accrued vacation leave. The employee will not be permitted to use sick leave or administrative leave.

Failure of an employee to return to work upon the end of any authorized or approved leave of absence will be deemed job abandonment under these Rules and Policies.

1. Bereavement Leave

All employees are allowed up to five (5) working days of absence when such absence is due to the death in the immediate family. All regular employees shall be allowed a leave of absence on full pay, not to exceed three (3) working days when such absence is due to the death in the immediate family. The immediate family member is the employee's spouse, domestic partner, child, stepchild, parent, grandparent, grandchild, brother, sister, parent-in-law, son- or daughter-in law, legal guardian, or custodial child, the same relatives of a domestic partner, or any relative living in the immediate household of the employee. Such leave shall not be charged against accumulated sick leave or vacation. The Bereavement Leave must be used within three (3) months of the death of the close family relative/family member.

Within thirty (30) days of the first day of the leave, the City may require the employee to provide documentation of the death of the family member. "Documentation" includes, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

2. Jury Duty and Court Appearances

An employee who is summoned to serve on a jury must notify his or her Supervisor as soon as possible after receiving notice of both possible and actual jury service. Employees will receive an unpaid leave of absence. Time spent on jury duty is not work time for purposes of calculating overtime compensation.

a. Subpoenas

An employee who is subpoenaed to appear in court in a matter regarding an event or transaction which he or she perceived or investigated in the course of performing his or

Deleted: <#>Administrative Leave
Administrative leave is granted in recognition of the extra hours worked by exempt employees, but it is not an hour-for-hour match. Only exempt management and mid-management employees are granted such leave as they are expected to periodically work additional hours without a resultant equal time off. Each year on July 1st, Administrative Leave time is credited for management and mid-management level positions. Employees appointed to mid-management and department head level positions after the beginning of the fiscal year, will have such administrative leave pro-rated based on appointment date. Unused Administrative Leave time may not be carried forward to the following year but will be cashed out on June 30 each year and will be included in the next regularly scheduled pay period. During employment administrative leave time is cashed out at the employee's current FLSA regular rate of pay.

Commented [19]: AB 1949 requires at least 5 days off. The 5 days do not all have to be paid, so the City can decide to mix-and-match the number of paid and unpaid days (as long as they total 5 days), or offer all 5 days as paid or unpaid. If any of the 5 days are unpaid, the City must allow the employee to charge their available PTO for those unpaid days.

Also, the City can limit the days off to be taken within 3 months of the death and require some proof of the death (like a death certificate).

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Deleted: A full-time employee, when reporting to jury duty as specified by summons, will be entitled to the difference between jury duty pay and the regular daily rate of pay for each day of jury service. While on jury duty, any payment except travel pay, meals and lodging received by the employee as a juror shall be remitted to the City. Days of jury duty and all fees paid shall be verified by the court official responsible for issuing checks in payment of jury service. Other e

her official City job duties will be permitted to appear in response to the subpoena without loss of compensation. The time spent appearing in court in response to such a subpoena will be considered work time. Any payment except travel pay, meals, and lodging received by the employee for such service shall be remitted to the City.

b. Exception for Employee-Initiated or Non-City Related Matters

An employee who is a named party in an action unrelated to the City and its activities, who is a named party in an action against the City, or who is serving as a paid expert witness is not eligible to receive compensation for time spent related to those proceedings. In such cases, an employee may request to receive time off without pay, or may use accrued and unused paid time off (except sick leave) for time spent related to those proceedings. The time spent in these proceedings is not considered work time.

3. Military Leave

Authorized leaves of absence for military duty shall be granted in accordance with the provisions of state and federal law, including Section 395 of the California Military and Veterans Code and the Uniformed Services Employment Reemployment Rights Act. An employee entitled to military leave shall give the City Administrator or designee an opportunity within the limits of the military regulations to determine when such leave shall be taken. Any individual who has been employed by the City for at least one (1) year and who is on an approved military leave will receive his or her regular salary or regular pay for the first thirty (30) calendar days of such leave in a fiscal year.

4. Time Off for Volunteer Firefighters, Reserve Peace Officer or Emergency Rescue Personnel

An employee who is volunteer firefighter, reserve peace officer, or "emergency rescue personnel" for an entity other than the City shall be permitted to take temporary leaves of absence, up to a total of fourteen (14) days per calendar year, to engage in fire or law enforcement training.

"Emergency rescue personnel" means any person who is an officer, employee, or member of a fire department or fire protection or firefighting agency of the federal government, State of California, a City, county, City and county, district, or other public or municipal corporation or political subdivision of California, or of a sheriff's department, police department, or a private fire department, whether that person is a volunteer or partly paid or fully paid, while he or she is actually engaged in providing emergency services.

An employee is permitted to use accrued and unused paid time off (except sick leave) when taking time off under the provisions of this rule; otherwise, such time off shall be without pay.

Deleted: <#>School Activity and Required School Attendance Leave

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Employees who are parents, stepparents, foster parents, guardians, or grandparents of children from kindergarten to grade 12, or whose children attend a licensed child care provider, are provided unpaid time off to find, enroll or reenroll a child in a school or with a licensed child care provider or to participate in school or child care activities, so long as the employee provides reasonable advance notice of the absence. The total time off for such purposes cannot exceed eight (8) hours in any calendar month or forty (40) hours in any school year.¶

Employees must provide reasonable advance notice to their Supervisor of any leave requested under this policy. Employees requesting time off under this provision must first use accrued and unused paid time off (except sick leave) for school visits before unpaid time off will be granted. Employees may be required to provide documentation from the child's school which indicated that the employee participated in a school activity on the day of absence.¶

If both parents are employed by the City, the parent who first gives notice to their Supervisor will be covered by the above provisions. The other parent may take time off only if he obtains the approval of their Supervisor.¶

Time off is also provided to address a child care provider or school emergency, if the employee gives notice of the need for time off. "Child care provider or school emergency" means that an employee's child cannot remain in a school or with a child care provider due to one of the following: (1) the school or child care provider has requested that the child be picked up, or has an attendance policy, excluding planned holidays, that prohibits the child from attending or requires the child to be picked up from the school or child care provider; (2) behavioral or discipline problems; (3) closure or unexpected unavailability of the school or child care provider, excluding planned holidays; or (4) a natural disaster, including but not limited to, fire, earthquake, or flood.¶

If an employee is a parent, guardian, or grandparent with custody of a child who has been suspended from school and/or the employee receives notice from the child's school requesting that he or she appear pursuant to a request made under section 48900.1 of the Education Code, the employee may take unpaid time to appear at the school. An employee is permitted to use accrued and unused paid time off (except sick leave) when taking time off under the provisions of this rule; otherwise, such time shall be without pay.¶

The employee must, prior to the planned absence, give reasonable notice to his or her ... (1)

Except in cases of emergency, employees must provide notice to their Supervisor prior to utilizing leave under this policy.

5. Time Off for Voting

If an employee does not have sufficient time outside of working hours to vote in a statewide election, he or she may, without loss of pay, take off sufficient working time to vote. This time should be taken at the beginning or end of the regular work schedule, whichever allows the most free time for voting and the least time off from working, unless otherwise mutually agreed. An employee will be allowed a maximum of two (2) hours of voting leave on election day without loss of pay. If time off for voting is required, the employee must notify the employee's Supervisor of the need for leave at least two (2) working days prior to the election day.

6. Workers' Compensation Leave

Employees injured in the performance of their duties shall be eligible for all rights, privileges and compensations provided for under the City's workers' compensation plan.

7. Leave for Victims of Violent Crimes or Domestic Violence

An employee who has been the victim of a violent crime or domestic violence may take time off to:

- Appear in court to comply with a subpoena or other court order as a witness in any judicial proceeding;
- Seek medical or psychological assistance; or
- Participate in safety planning to protect against further assaults.

An affected employee must give the City reasonable notice that he or she is required to be absent for a purpose stated above. In cases of unscheduled or emergency court appearances or other emergency circumstances, the affected employee must, within a reasonable time after the appearance, provide the City with written proof that the absence was required for any of the above reasons. Leave under this section is unpaid, except that an employee may be permitted to use accrued and unused paid time off and/or sick leave consistent with City policy.

8. Other Authorized Leaves

The City Administrator may authorize employees to take leave with or without pay for job or employment-related training, education, conferences, or meetings.

9. Unpaid Leave of Absence

Before taking any unpaid leaves, employees must use all discretionary leave. Upon expiration of an approved unpaid leave, the employee may, but is not guaranteed, to be reinstated in the position held at the time leave was granted. Unpaid leave time includes such leaves as job-incurred disability leave, state-provided disability leave, state-provided paid family leave, or any other leave in which an employee is not directly receiving a paycheck for that absence from the City

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a. Unpaid Leave

The City provides unpaid time off at the sole discretion of the City Administrator. Unpaid leave time includes such leaves as job-incurred disability leave, state-provided disability leave, state-provided paid family leave, or any other leave in which an employee is not directly receiving a paycheck for that absence from the City. Employees may be granted leaves of absence without pay for up to three (3) months upon written approval of the City Administrator unless otherwise required by applicable law including leave as a reasonable accommodation.

b. Failure to Return from Unpaid Leave

Upon expiration of an approved unpaid leave, the employee shall be reinstated in the position held at the time leave was granted. Failure of an employee on leave to report to work promptly at the leave's expiration without request and approval for an extension of said leave in writing shall constitute voluntary resignation by the employee unless required by applicable law. The depositing in the United States mail of a first class letter, postage paid, addressed to the employee's last known address or an e-mail to the employee's last known personal e-mail address, shall be reasonable notice of City's acceptance of the employee's resignation.

c. Benefits While on Authorized Unpaid Leave

Taking unpaid leave may impact certain benefits and employee seniority. Leave hours are accrued only on hours in a paid status. Employees do not accrue vacation, sick, or any other paid time off, and seniority dates and performance evaluation dates will reflect the amount of time taken as unpaid leave. Retirement system service credit does not accrue during any unpaid absence. Any health insurances must be paid by the employee while on an unpaid leave of absence except for those leaves as provided for by law or are FMLA-qualifying.

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d. Return from Authorized Unpaid Leave

An employee returning from an unpaid leave may be required to provide medical documentation indicating the employee's fitness to return. If an employee requests to return to work prior to the scheduled end of his or her leave, the employee must first request approval from the City Administrator at least three (3) days prior to the date of returning to work. The City Administrator may request substantiating evidence (e.g., medical examination or doctor's written release).

10. Pregnancy Disability Leave (PDL)

a. General

An employee who is disabled due to pregnancy, childbirth, or related medical condition is eligible to take pregnancy disability leave (PDL). There is no length of City service requirement before an employee disabled by pregnancy is entitled to PDL. PDL is for any period(s) of actual disability caused by the employee's pregnancy, childbirth, or related medical condition – per pregnancy. Time off needed for prenatal or postnatal care; doctor ordered bed rest; gestational diabetes; pregnancy induced hypertension; preeclampsia; childbirth; postpartum depression; loss or end of pregnancy; or recovery from childbirth or loss or end of pregnancy are all covered by this PDL policy.

If affected by pregnancy or a related medical condition, an employee is also eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if such a transfer is medically advisable and can be reasonably accommodated. Employees disabled by qualifying conditions may also be entitled to other reasonable accommodations where doing so is medically necessary. If it is medically advisable for the employee to take intermittent leave or a reduced leave schedule, the City may require the employee to transfer temporarily to an alternative position with equivalent pay and benefits that can better accommodate recurring periods of leave.

b. Duration of Leave

An employee is entitled to up to four (4) months of PDL while the employee is disabled by pregnancy, childbirth, or related medical condition. For purposes of this policy, "four (4) months" means time off for the number of days the employee would normally work within the four (4) calendar months (one-third of a year, or 17-1/3 weeks or 122 days), following the commencement date of taking a pregnancy disability leave. For a full-time employee who works five (5) eight-hour days per week, forty (40) hours per week, "four (4) months" means eighty-eight (88) working and/or paid eight-hour days (693 hours of leave entitlement). Employees working a part-time schedule will have their PDL calculated on a pro-rata basis.

c. Requirements Regarding the Use of Paid Leave

PDL is unpaid time off. The City requires that employees use any accrued sick leave while using PDL. If an employee does not have any accrued sick leave available, the employee may, at her option, use any other available accrued and unused paid time off leave. The use of any paid leave will not extend the duration of the employee's PDL. The City encourages employees to contact the California Employment Development Department regarding eligibility for State Disability Insurance for the unpaid portion of their leave.

d. Continuation of Health Insurance Benefits

Employees who participate in the City's group health insurance plan shall continue to participate in the plan while on PDL under the same terms and conditions as if they were working. Employees should make arrangements with the City Administrator for payment of their share of the insurance premiums.

e. Notification Requirements

To receive reasonable accommodation, obtain a transfer, or take PDL, an employee must provide sufficient notice so that the City can make appropriate plans – thirty (30) days advance notice if the need for the reasonable accommodation, transfer or PDL is foreseeable, otherwise as soon as practicable if the need is an emergency or unforeseeable.

f. Certification by Health Care Provider

An employee is required to obtain a certification from her health care provider of her need for PDL or the medical advisability of an accommodation or a transfer.

A medical certification indicating the medical advisability of reasonable accommodation or a transfer is sufficient if it contains:

- A description of the requested reasonable accommodation or transfer;
- A statement describing the medical advisability of the reasonable accommodation or transfer because of pregnancy; and
- The date on which the need for reasonable accommodation or transfer became or will become medically advisable and the estimated duration of the reasonable accommodation or transfer.
- A medical certification indicating disability necessitating a leave is sufficient if it contains:
 - A statement that employee needs to take pregnancy disability leave because the employee became disabled by pregnancy, childbirth, or a related medical condition;
 - The date on which the employee became disabled because of pregnancy; and
 - The estimated duration of the leave.

Upon request, the City Administrator will provide employees with a medical certification form that they can take to their doctor.

As a condition of an employee's return from PDL, the City requires the employee to obtain a release to return to work from her health care provider stating she is able to resume her original job duties.

g. Return to Work

If an employee does not return to work on the originally scheduled return date or request, in advance, an extension of the agreed upon leave with appropriate medical documentation, the employee may be deemed to have voluntarily terminated her employment with the City. Failure to notify the City of her inability to return to work when it occurs, or her continued absence from work because the leave must extend beyond the maximum time allowed, may be deemed a voluntary termination of employment with the City, unless the employee is entitled to a disability accommodation. Upon the employee's return from PDL, the employee will be reinstated to her same position in most instances.

11. California Parental Leave Policy

a. General

Eligible employees may be entitled to take leave to bond with a newborn child or to bond with a child that is newly placed in the employee's home for adoption or foster care placement. To be eligible to take this leave must: (1) have been employed by the City for at least twelve (12) months (which need not be consecutive); (2) have worked for at least 1250 hours during the twelve (12) month period immediately preceding the commencement of the leave; and (3) at a worksite where twenty (20) or more employees are located within seventy five (75) miles of the worksite.

b. Duration of Leave

An eligible employee may take up to twelve (12) weeks of leave, except that when both parents of a child work for the City, they may take a combined total of twelve (12) weeks of leave between them. Parental leave is available within the first year following the birth of the employee's child or in the first year following the placement of the child in the employee's home for adoption or foster care. Leave can be taken in a continuous block of time or on an intermittent basis. An employee requesting leave must use leave in a minimum increment of two (2) weeks, except that on two (2) occasions, the employee will be allowed to take leave in an increment of less than two (2) weeks. Generally, employees requesting leave under this policy must provide at least thirty (30) days' notice of any request to use leave.

c. Requirements Regarding the Use of Paid Leave

Leave under this policy is unpaid. Employees on leave will be required to use any accrued and available paid leave hours during any unpaid parental leave. Employees on leave may be eligible for wage replacement benefits from the California Paid Family Leave Program. Employees will not be required to use paid leave hours during any leave period when the employee is receiving wage replacement benefits from the Paid Family Leave Program. Please see the Paid Family Leave policy for more information on wage replacement benefits.

d. Continuation of Health Insurance Benefits

While on leave, eligible employees are entitled to receive group health plan coverage on the same terms and conditions as if they had continued work. If the employee is using paid leave hours during the parental leave, the Company will deduct employees' shares of the health plan premium as a regular payroll deduction. If the employee has exhausted paid leave hours or is not using those hours because the employee is receiving Paid Family Leave wage replacement benefits, the employee must pay the employee portion of the premium by submitting payment to the Human Resources Department in the form of a check made out to the City.

Commented [22]: Is this a situation that would be encountered in Etna?

The City's obligation to maintain health care coverage ceases if an employee's premium payment is more than thirty (30) days late. If an employee's payment is more than fifteen (15) days late, the City will send a letter notifying the employee that coverage will be dropped on a specified date unless the co-payment is received before that date.

e. Return to Work

At the end of any parental leave, employees generally have a right to return to the same or equivalent positions they held before the parental leave. Use of parental leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's leave.

If an employee gives the City unequivocal notice of the employee's intent not to return to work, the employee will be considered to have voluntarily resigned and the City's obligation to maintain health benefits (subject to COBRA requirements) and to restore the employee's positions will cease. If an employee does not return to work for at least thirty calendar days after the end of the leave period, the employee may be required to reimburse the City for the cost of the premiums the Company paid for maintaining coverage during the parental leave.

Parental leave under this policy is only available to those employees who are not eligible for leave under the Family Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA). Employees eligible for FMLA/CFRA leaves will receive leave for bonding reasons in accordance with the City's FMLA/CFRA leave policy. If you have questions regarding this policy, please contact the City Administrator.

12. Family Medical Leave

a. General

Under the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), the City employees are not eligible for FMLA or CFRA leave benefits as the City does not employ fifty (50) or more employees. Unless and until the City employs fifty (50) or more employees, employees are not legally entitled to FMLA or CFRA leave benefits. However, it is generally the City's practice to follow the FMLA and CFRA laws as a public agency. As such, this policy is intended as a guideline only to provide employees with

information concerning leave under the FMLA and CFRA. Employees with additional questions regarding FMLA/CFRA leave, should contact the City Administrator.

b. Employee Eligibility

The FMLA and CFRA provide eligible employees with a right to leave, health insurance benefits, and with some limited exceptions, job restoration. To be an "eligible employee", you must meet both of the following criteria:

Have worked for the City for at least twelve (12) months (which need not have been consecutive).

Have worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) months immediately preceding the commencement of the leave.

c. Employee Entitlements for FMLA/CFRA Leave

i. Basic FMLA/CFRA Leave Entitlement

The FMLA/CFRA provides eligible employees up to twelve (12) workweeks of unpaid leave during a twelve (12) month period for certain family and medical reasons. The twelve (12) month period is determined based on a rolling twelve (12) month period measured backward from the date an employee first uses any FMLA/CFRA leave. In some instances, leave may be counted under the FMLA but not CFRA, or under the CFRA but not the FMLA. Leave may be taken for one, or for a combination, of the following reasons:

- Disability due to pregnancy, childbirth, or related medical condition (counts only toward FMLA leave and California Pregnancy Disability leave ("PDL") leave entitlements);
- Bonding and/or caring for a newborn child (counts toward FMLA and CFRA leave entitlements);
- For placement with the employee of a child for adoption or foster care and to care for a newly placed child (counts towards FMLA and CFRA leave entitlements);
- To care for the employee's spouse, registered domestic partner, child, parent, grandparent, grandchild, sibling, or designated person, as those terms are defined under the FMLA and/or CFRA, with a serious health condition (counts toward FMLA and CFRA leave entitlements; except that time to care for an employee's registered domestic partner does not count towards FMLA leave, only CFRA leave);
- For the employee's own serious health condition (excluding pregnancy) that makes the employee unable to perform one

or more of the essential functions of the employee's job (counts toward FMLA and CFRA leave entitlements); and/or

- Because of any qualifying exigency arising out of the fact that an employee's spouse, son, daughter or parent is a military member on covered active duty status (or has been notified of an impending call or order to covered active duty status) in the Reserve component of the Armed Forces for deployment to a foreign country in support of a contingency operation or in the Regular Armed Forces for deployment to a foreign country (counts towards FMLA leave entitlement only).

Under the FMLA, a serious health condition is an illness, injury, impairment, or physical or mental condition that involves a period of incapacity or treatment connected with inpatient care (e.g., an overnight stay) in a medical care facility, hospice, or residential health care facility; or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Under the CFRA, a serious health condition is an illness, injury, impairment, or physical or mental condition that involves either inpatient care in a hospital, hospice or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity; or continuing treatment by a health care provider, including but not limited to treatment for substance abuse. The CFRA defines "inpatient care" broadly and includes a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with inpatient care, or any period of incapacity. A person will be considered an "inpatient" when he or she is formally admitted to a health care facility with the expectation that he or she will remain at least overnight and occupy a bed, even if the person is ultimately discharged or transferred to another facility and does not actually remain overnight. The CFRA defines "incapacity" as the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.

Under the FMLA, a "designated person" means any individual related by blood or whose association with the employee is the equivalent of a family relationship. The designated person may be identified by the employee at the time the employee requests the leave. The employee may only have one designated person per 12-month period for FMLA leave.

Under the FMLA and CFRA, subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending

certain counseling sessions, caring for the parents of the military member on covered active duty and attending post-deployment reintegration briefings.

A leave of absence in connection with a workers' compensation injury or illness or for which an employee receives disability or State of California Paid Family Leave benefits shall run concurrently with FMLA/CFRA leave.

ii. Additional Military FMLA/CFRA Leave Entitlement

In addition to the basic FMLA/CFRA leave entitlement described above, an eligible employee who is the spouse, son, daughter, parent or next of kin of a covered servicemember is entitled to take up twenty-six (26) weeks of leave during a twelve (12) month period to care for the servicemember with a serious injury or illness. Leave to care for a servicemember shall only be available during a single-12 month period and, when combined with other FMLA-qualifying leave, may not exceed twenty six (26) weeks during the single 12-month period. The single 12-month period begins on the first day an eligible employee takes leave to care for the injured servicemember.

A "covered servicemember" is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is on the temporary retired list, for a serious injury or illness. These individuals are referred to in this policy as "current members of the Armed Forces." Covered servicemember also includes a veteran who is discharged or released from military service under conditions other than dishonorable at any time during the five (5) year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation or therapy for a serious injury or illness. These individuals are referred to in this policy as "covered veterans."

The FMLA definition of a serious illness or injury for a covered servicemember or covered veteran is distinct from the definition of "serious health condition" applicable to leave to care for a family member or the employee's own illness or injury.

d. Intermittent Leave and Reduced Leave Schedules

FMLA/CFRA leave usually will be taken for a period of consecutive days, weeks, or months. However, employees are also entitled to take FMLA/CFRA leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member or the serious injury or illness of a covered servicemember. Intermittent leave can also be taken for any qualifying exigency. Intermittent or reduced work schedule leave may be taken for absences where the employee or covered family member is incapacitated or unable to perform the essential functions of the position because of a chronic serious health condition, even if he or she does not receive treatment by a health care provider.

Employees are also eligible for intermittent leave for bonding with a child following birth or placement. Intermittent leave for bonding purposes generally must be taken in

minimum two-week increments, but the City permits two (2) occasions where the leave may be for less than two (2) weeks.

e. Maintenance of Benefits

During FMLA/CFRA leave, eligible employees are entitled to receive group health plan, dental insurance, life and employee assistance program benefits (collectively group health plan coverage) on the same basis as if he or she had continued to work for the City for up to twelve (12) weeks. Employees on FMLA military leave also are entitled to receive group health plan coverage for the duration of those FMLA leaves. To receive uninterrupted coverage, the employee will have to continue to pay his or her share of group health plan coverage premiums, if any.

If an employee substitutes paid accrued leave as provided in this policy, the City will deduct the employee's shares of group health plan coverage premiums as a regular payroll deduction. If the employee does not have accrued paid leaves to substitute for FMLA/CFRA leave and the time is unpaid, the employee must pay the employee portion of premiums either in person or by mail to the Finance Department by the first (1st) day of each month. The City's obligation to maintain group health plan coverage ceases if an employee's premium payment is more than thirty (30) days late. If an employee's payment is more than fifteen (15) days late, the City will send a letter notifying the employee that coverage will be dropped on a specified date unless the employee's share of premium is received before that date.

If employees do not return to work for at least thirty (30) calendar days following the end of the leave period (unless the employee cannot return to work because of a serious health condition or other circumstance beyond the employee's control), they will be required to reimburse the City for the cost of the premiums the City paid for maintaining coverage during their unpaid FMLA/CFRA leave.

f. Job Restoration

At the end of FMLA/CFRA leave, subject to some exceptions including situations where job restoration of "key employees" will cause the City substantial and grievous economic injury, employees generally have the right to return to the same or equivalent positions they held before the FMLA/CFRA leave. The City will notify employees if they qualify as "key employees", if it intends to deny reinstatement, and of their rights in such instances. Use of FMLA/CFRA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA/CFRA leave.

g. Notice of Eligibility for and Designation of FMLA/CFRA Leave

Employees requesting FMLA/CFRA leave are entitled to receive written notice from the City telling them whether they are eligible for FMLA and/or CFRA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA/CFRA leave, employees are entitled to receive written notice of: (1) their rights and responsibilities in connection with such leave; (2) the City's designation of leave as FMLA/CFRA- qualifying or non-

qualifying, and if not FMLA/CFRA-qualifying, the reasons why; and (3) the amount of leave, if known, that will be counted against the employee's leave entitlement.

The City will respond to a leave request within five (5) business days. Once given, approval shall be deemed retroactive to the date of the first day of the leave. The City may designate FMLA/CFRA leave retroactively with appropriate notice and provided that doing so does not cause harm or injury to the employee. In other cases, the City and employee can mutually agree that leave be retroactively designated as FMLA/CFRA leave.

h. Employee Obligations

i. Notice Obligations

Employees who take FMLA/CFRA leave must timely notify the City of their need for FMLA/CFRA leave. To trigger FMLA/CFRA leave protections, employees must inform the the City Administrator of the need for FMLA/CFRA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA/CFRA leave specifically, or explaining the reasons for leave so as to allow the City to determine that the leave is FMLA/CFRA qualifying. For example, employees might explain that:

A medical condition renders them unable to perform the functions of their job;

They are pregnant or have been hospitalized overnight;

They or a covered family member are under the continuing care of a health care provider;

The leave is due to a qualifying exigency caused by a military member being on covered active duty or called to covered active duty status; or

If the leave is for a family member, that the condition renders the family member unable to perform daily activities or that the family member is a covered servicemember with a serious injury or illness.

Calling in "sick" without providing the reasons for the needed leave, will not be considered sufficient notice for FMLA/CFRA leave under this policy. Employees must respond to the City's lawful questions to determine if absences are potentially FMLA/CFRA-qualifying.

If employees fail to explain the reasons for FMLA/CFRA leave, the leave may be denied. When employees seek leave due to FMLA/CFRA-qualifying reasons for which the City has previously provided FMLA/CFRA-protected leave (e.g., in cases of use of intermittent leave), they must specifically reference the qualifying reason for the leave or the need for FMLA/CFRA leave.

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j. Cooperating in the Scheduling of Leave

When planning medical treatment for the employee or family member or requesting to take leave on an intermittent or reduced schedule work basis, employees must consult with the City and make a reasonable effort to schedule treatment so as not to unduly disrupt the City's operations. Employees must consult with the City prior to the scheduling of treatment in order to work out a treatment schedule which best suits the needs of both the City and the employees, subject to the approval of the applicable health care provider. To the extent permitted by law, when employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee or a family member, including a period of recovery from a serious health condition, or to care for a covered servicemember, the City may temporarily transfer employees to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave.

Submit Medical Certifications Supporting Need for Leave

Depending on the nature of FMLA/CFRA leave sought, employees may be required to submit medical certifications supporting their need for FMLA/CFRA-qualifying leave. There generally are three types of FMLA/CFRA medical certifications: an initial certification, a recertification, and a return to work/fitness for duty certification.

It is the employee's responsibility to provide the City with timely, complete and sufficient medical certifications. Whenever the City requests employees to provide FMLA/CFRA medical certifications, employees must provide the requested certifications within fifteen (15) calendar days after the City's request, unless it is not practicable to do so despite an employee's diligent, good faith efforts. The City will inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least seven calendar days to cure deficiencies. The City will delay or deny FMLA/CFRA leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

Whenever the City deems it appropriate to do so, it may waive its right to receive timely, complete and/or sufficient FMLA medical certifications.

k. Initial Medical Certifications

Employees requesting leave because of their own, or a covered relation's, serious health condition, or to care for a covered servicemember, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or service member. If employees provide at least thirty (30) days' notice of medical leave, they should submit the medical certification before leave begins.

If the City has reason to doubt initial medical certifications regarding an employee's own serious health condition, it may require employees to obtain a second opinion at the City's expense. If the opinions of the initial and second health care providers differ, the City may, at its expense, require employees to obtain a third, final and binding certification

from a health care provider designated or approved jointly by the City and the employee. The City will reimburse employees for any reasonable "out of pocket" travel expenses incurred to obtain second or third medical opinions. Except in very rare circumstances, the City will not require employees to travel outside normal commuting distance for purposes of obtaining second or third medical opinions.

I. Medical Recertifications

Depending on the circumstances and duration of FMLA/CFRA leave, the City may require employees to provide recertification of medical conditions giving rise to the need for leave. The City will notify employees if recertification is required and will give employees at least fifteen (15) calendar days to provide medical recertification. In cases of leave that qualifies under the CFRA, recertification will be requested only when the original certification has expired and additional leave is requested.

m. Return to Work/Fitness for Duty Medical Certifications

Unless notified that providing such certifications is not necessary, an employee returning to work from an FMLA/CFRA leave that was taken because of the employee's own serious health condition must provide the City with a release to return to work from his or her health care provider stating that the employee is able to resume work. An employee taking intermittent leave may be required to provide a return to work release for such absences up to once every thirty (30) days if reasonable safety concerns exist regarding the employee's ability to perform his or her duties. The City may delay and/or deny job restoration until employees provide return to work/fitness for duty certifications.

n. Submit Certifications Supporting Need for Military Family Leave

Upon request, the first time employees seek leave due to qualifying exigencies arising out of the covered active duty or call to covered active duty status of a military member, the City may require employees to provide: (1) a copy of the military member's active duty orders or other documentation issued by the military indicating the military member is on covered active duty or call to active duty status and the dates of the military member's covered active duty service; and (2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different covered active duty or call to covered active duty status of the same or a different military member.

When leave is taken to care for a covered servicemember with a serious injury or illness, the City may require employees to obtain certifications completed by an authorized health care provider of the covered servicemember. In addition, and in accordance with the FMLA regulations, the City may request that the certification submitted by employees set forth additional information provided by the employee and/or the covered servicemember confirming entitlement to such leave.

o. Reporting Changes to Anticipated Return to Work

If an employee's anticipated return to work date changes and it becomes necessary for the employee to take more or less leave than originally anticipated, the employee must provide the City with reasonable notice (i.e., within two (2) business days) of the employee's changed circumstances and new return to work date. If employees give the City unequivocal notice of their intent not to return to work, they will be considered to have voluntarily resigned and the City's obligation to maintain health benefits (subject to COBRA requirements) and to restore their positions will cease.

p. Substitute Paid Leave for and Unpaid FMLA/CFRA leave

If leave is unpaid, the following requirements apply to the leave:

If an employee requests FMLA/PDL leave because of disability due to pregnancy, childbirth or related medical conditions, the employees must first substitute any accrued paid sick leave for unpaid family/medical leave. Employees may make a written request to substitute accrued and unused paid time off for unpaid FMLA/PDL leave once the employee's sick leave time is exhausted.

If an employee requests FMLA/CFRA leave for his or her own serious medical condition, the employee shall first use all accrued sick leave for the unpaid family/medical leave. Once the employee has exhausted his or her sick time, the employee will be required to use any other paid accrued and unused paid time off.

If an employee requests FMLA/CFRA leave to care for a covered family member with a serious health condition, the employee must first substitute any accrued sick leave as allowed under any applicable sick leave policy for any unpaid family/medical leave. Upon exhausting the maximum amount of sick leave that can be used to care for a covered family member under the applicable sick leave policy, the employee must substitute any accrued and unused paid time off personal for unpaid family/medical leave.

If an employee requests leave to bond with a child, including adoption and foster care placement purposes, the employee must substitute any accrued and unused paid time off for unpaid family/medical leave. The use of sick leave is not permitted for this purpose.

For purposes of this section, leave is not "unpaid" during any leave time for which an employee is receiving compensation from the State of California under the State Disability Insurance program, the Paid Family leave program, through the workers' compensation system or the City's disability pay program. Employees will not be required to use accrued paid leaves for any time off under this policy for which they are receiving compensation under these programs. Where applicable and permitted by law, employees will be required to use personal and/or sick leave during any waiting period applicable to these programs.

Upon written request, the City will allow employees to supplement disability insurance, paid family leave benefits, or workers' compensation benefits with accrued, unused sick

leave, or other paid time off, in accordance with the terms for when an employee is unpaid leave as described in this section.

The substitution of paid time off for unpaid family/medical leave time does not extend the length of any FMLA/CFRA leave and the paid time off runs concurrently with the FMLA/CFRA entitlement.

13. Leave for Reproductive Loss

a. General

An eligible employee who experiences a reproductive loss event may take up to 5 unpaid days off. If the employee experiences more than one reproductive loss event within a 12-month period, they are entitled to no more than 20 days total reproductive loss leave within a 12-month period. The leave time need not be taken in consecutive days. The reproductive loss leave must be completed within three months of the reproductive loss event, unless the employee is using other leave time.

b. Eligibility

An employee is eligible for this leave after having been employed by the employer for at least 30 days prior to the commencement of the leave.

c. Definitions

- “Reproductive loss event”: the day (or for a multiple-day event, the final day) of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction. These events apply to a person who would have been a parent if not for the reproductive loss event, including a spouse or domestic partner.
- “Failed adoption”: the dissolution or breach of an adoption agreement with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party.
- “Failed surrogacy”: the dissolution or breach of a surrogacy agreement, or a failed embryo transfer to the surrogate.
- “Unsuccessful assisted reproduction” means an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure, such as artificial insemination, embryo transfer, and gamete and embryo donation.

d. Interaction with Other Leave Entitlements

If, prior to or immediately following a reproductive loss event, the employee is on or chooses to go on leave from work pursuant to any other leave entitlement under state or federal law, the employee shall complete their reproductive loss leave within three months of the end date of the other leave.

The employee may use vacation, personal leave, accrued and available sick leave, or compensatory time off that is otherwise available to the employee.

SECTION 8. SAFETY

A. Safety

1. General Statement

The City recognizes the necessity of maintaining safe working conditions and practices in order to ensure employee safety. It is the intention of the City of Etna to develop, implement, and administer a comprehensive risk management, safety, and risk control program. The City maintains that our employees and the general public are our most important assets. Therefore, public and employee safety is our greatest responsibility. The City has established and implemented and is maintaining this written Injury and Illness Prevention Program (IIPP). This program has been established in accordance with Title 8, California Code of Regulations, Section 3203 of the General Industry Safety Orders and a copy of the IIPP is available from the City Administrator via request. Additionally, the City has established and implemented a Workplace Violence Prevention Plan (WVPP) in accordance with California Labor Code Section 6401.9 and a copy of the WVPP is available from the City Administrator via request.

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2. Employee Responsibilities

Each employee is required to follow all established safety rules, procedures, and practices necessary to minimize risk of injury to themselves and others. Unsafe acts by employees shall be immediately pointed out by the Supervisor and proper procedure discussed. Employees shall report all unsafe conditions to the City Administrator. Unsafe acts by employees or failure to report an unsafe condition may result in disciplinary action.

3. Incident Reporting

Employees are required to report all work related injuries, accidents, and property damage to their Supervisor, Department Head, or City Administrator. If the incident occurs after regular work hours, the employee must notify their immediate Supervisor and file a detailed report as soon as possible.

Retaliation against an employee who reports an incident of possible workplace violence is prohibited. If an employee believes someone has violated this no-retaliation provision, the employee should bring the matter to the immediate attention of the City Administrator or any City official or officer. Anyone, regardless of position or title, who the City

determines has engaged in conduct that violates this rule against retaliation will be subject to discipline, up to and including termination.

In the case of a vehicle accident involving another vehicle, the employee is required to obtain: the driver's license number, vehicle license number, names of the insurance company covering the other driver and, if the accident is investigated by a law officer, the name and title of the officer. All of this information will be given to the Supervisor, Department Head, or City Administrator on the same day of the accident or next business day if the accident occurred when the City's business office was closed.

SECTION 9. GRIEVANCE PROCEDURE

A. Definition

A grievance is a formal allegation by an employee claiming violation, misinterpretation, inequitable application or non-compliance with:

- Provisions of the collective bargaining agreement,
- City ordinances, or
- These Rules and Policies.

In the event that an alternative complaint procedure is applicable to an employee's claim (e.g., harassment complaint procedure), the grievance shall be treated as having been submitted under that alternative procedure and will be processed accordingly. Any matter addressed through an alternative procedure may not also be raised as a grievance under this rule.

The following are some of the matters that are excluded from the definition of "grievance" and are not subject to the grievance procedure:

- Challenges to or requests for changes in the content of employee evaluations or performance reviews, verbal or written warnings or reprimands, or counseling memorandums;
- Challenges to a reclassification, layoff, transfer, denial of reinstatement, or denial of step or merit increase;
- Requests for changes in wages, hours, or working conditions, including any impasses or dispute in the meet and confer process or matter within the scope of representation as defined by the Meyers Milias Brown Act;
- Challenges to examination or appointment to positions.

B. Who May File a Grievance

A grievance may be filed by an employee in his or her own behalf, or jointly by any group of employees.

C. Grievance Procedure

Step 1 - Informal Discussion: Within ten (10) working days of the occurrence of an act in dispute, an employee shall discuss the incident with his or her immediate Supervisor, who shall investigate and attempt to resolve the matter. The Supervisor shall give the employee an oral reply within five (5) working days after the discussion. If the employee is not satisfied with the response, he or she may proceed to the next step.

Step 2 - Department Head Review: If the employee is not satisfied with the response at Step 1, the employee may submit their grievance in writing to the Department Head within five (5) working days after receiving their Supervisor's oral reply. If there is no Department Head, the employee may submit his or her grievance to Step 3. The employee and the Department Head may meet in person to discuss the grievance. The Department Head shall issue a reply in writing within five (5) working days after receipt of the written grievance.

Step 3 - City Administrator Review: Any dispute not resolved at Step 2 may be submitted in writing to the City Administrator within five (5) working days after the Department Head's written response. The City Administrator shall, within ten (10) working days of receipt of the grievance, schedule a meeting with the employee to discuss the matter. After consideration of the grievance, the City Administrator shall give his or her written decision to the employee within five (5) working days after the meeting.

Step 4 - City Council Review: If the employee is not satisfied with the decision of the City Administrator in Step 3, the employee may request, in writing, a hearing before the City Council. Such request for a hearing must be submitted within ten (10) working days of receipt of the City Administrator's decision and shall include in detail the facts giving rise to the grievance and supporting documentation necessary for City Council consideration. The City Administrator shall forward such a request and supporting documentation to the City Council within ten (10) working days after receipt, for City Council consideration.

The City Council shall have the following options:

- Decline to hear the grievance; or
- Make a decision on the documentation submitted; or
- Hold a hearing, in open or closed session as permitted by law and in a manner appropriate to the nature of the grievance.

The decision of the City Council will be final.

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D. General Conditions of Grievances

- Any time limit may be extended only by mutual agreement in writing.
- An aggrieved employee may be represented by another individual at any stage of the proceedings at his or her request. Both employee and representative (if employed by City) will be entitled to attend proceedings without loss of compensation, should such proceeding conflict with employee's and/or representative's normal working hours.
- Proposals to add to or change these Rules and Policies shall not be considered under this section, and no proposal to modify, amend, or terminate any Memorandum of Understanding between the City and a collective bargaining unit may be considered under this section.
- Failure by the grievant or grievant's representative to initiate or appeal a grievance within the prescribed time limits shall waive the right of the grievant, the grievant's representative, and the grievant's collective bargaining unit (if any) to initiate or appeal a grievance. In the case of an appeal, the last answer to the grievance shall be deemed to be the resolution to the grievance.

SECTION 10. DISCIPLINARY ACTIONS

A. City Expectation

City employees are expected to conduct themselves, while carrying out the function of City service, as a credit to the City of Etna. Their actions should reflect their personal good character and should uphold the trust that the citizens have placed in them by their employment.

B. Types of Disciplinary Actions

The following are types of actions that may be utilized by the City Administrator in disciplining employees.

Oral Reprimand: A formal discussion with an employee about performance or conduct problems. This action preferably is summarized by a memo to the employee outlining the nature of the discussion. An oral reprimand is not subject to the appeal process described below.

Written Reprimand: A written document presented to an employee regarding performance or conduct problems. A copy must be provided to the employee with a copy being placed in the employee's personnel file. A written reprimand is not subject to the appeal process described below.

Disciplinary Suspension: An involuntary absence without pay for a fixed period of time.

Reduction in Pay: The temporary or permanent reduction in pay of an employee.

Demotion: Demotion to a lower classification.

Termination: Discharge from the City service.

Pending investigation and imposition of a disciplinary matter, the City Administrator may place an employee on paid administrative leave. The employee has no right to appeal the decision to be placed on administrative leave.

C. Grounds for Discipline

Listed below are examples of causes that shall be deemed sufficient for action by the City Administrator. Grounds for disciplinary action are not limited to the examples enumerated.

- Incompetence,
- Inefficiency,
- Dishonesty,
- Insubordination
- Absence or tardiness without prior approval,
- Theft, pilferage, or misuse of City property,
- Theft, pilferage, or misuse of property of another employee of the City,
- Personal use of City property;
- Use of or being under the influence of alcohol or illegal drugs on City property, while on City business, or during working hours,
- Negligence or willful damage of public property,
- Engaging in harassment, including sexual harassment,
- Falsification of records or documents,
- Fraud in securing employment,
- Carrying firearms or any other dangerous weapons on City premises at any time, except by sworn Peace Officers,
- Sleeping while on-duty.
- Inability to perform the duties of the position, and/or

- Violation of these Personnel Rules, any City ordinance, or lawful City regulation or order.

D. Disciplinary Procedures

1. Written Notice of Proposed Disciplinary Action

Whenever it is the intention of the City Administrator to take a disciplinary action against a regular employee, the employee shall be provided a written statement of reasons for the discipline and provided with a copy of any documents or information upon which the reasons are based.

2. Pre-Disciplinary Meeting

The employee and a representative of his or her choosing will be provided an opportunity to respond to the charges made. The employee may file a written response to the charges, or make an oral response within seven (7) calendar days of receipt of the notice of intended action.

3. Notice of Discipline

Following receipt and consideration of the written response or the oral response stated at the pre-disciplinary meeting, or following no response by the required date, the City Administrator shall prepare a notice of the action to be taken, which shall include the effective date and state the employee's right of appeal. The notice shall be delivered to the employee before the effective date and a copy filed in his or her personnel file.

E. Right of Appeal

A regular employee, who is disciplined by the City Administrator with an unpaid suspension or greater discipline, may appeal the action to the City Council. A written appeal of the disciplinary action must be submitted to the City Council within five (5) working days of the receipt of the Notice of Discipline. The City Council may consider the appeal at a regular meeting or call a special meeting. The appeal shall be held in open or closed session as provided by law. If the City Council modifies or reverses the action, the City shall compensate the employee for back pay and benefits in accordance with its decision.

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 - can add a hearing officer procedure between City Administrator and City Council review
 - can eliminate council review altogether, and allow it to proceed to superior court

 Recommend leaving as is, without a hearing officer review.

At-will employees of the City shall not have the right to appeal disciplinary actions or terminations.

SECTION 11. SEPARATION FROM SERVICE

A. Discharge

Any employee not in the Competitive Service may be discharged at any time and for any reason by the City Administrator. The City Administrator may impose disciplinary

discharge on an employee in the Competitive Service in accordance with Section 10 of these Rules and Policies.

B. Resignation

An employee wishing to leave City service in good standing shall file with the City Administrator, at least two (2) weeks before the proposed resignation date, a written resignation stating the effective date of the resignation. The Employee's resignation should be provided to his or her Supervisor. Failure to give two (2) weeks' notice shall be entered upon the service record of the employee and may be cause for denying future employment by the City. Exceptions to the notification period may be made by the City Administrator when it is determined to be in the best interest of the City. A verbal resignation also satisfies the requirement of this rule. Written or verbal resignations are irrevocable and shall be promptly forwarded to the City Administrator. Resignations shall become effective upon receipt by the City, without the necessity of any written acceptance, unless the employee is notified otherwise. The resignation of an employee who fails to give written or verbal notice as provided in this section shall be reported to the City Administrator immediately.

C. Use of Accrued Leaves

No use of personal, sick leave, administrative leave, holidays, or any other paid time off in lieu of hours worked, may be used to extend an employee's resignation date beyond the employee's last day worked. Only the City Administrator may waive this rule.

D. Failure to Report to Work (Job Abandonment)

An employee who fails to report to work, to return from an authorized leave of absence, and/or fails to call off from work for three (3) or more consecutively scheduled work days is deemed to have voluntarily resigned employment through job abandonment. A regular employee will receive notice of intent to terminate for job abandonment, an opportunity to respond, and the final notice of termination for job abandonment before being separated under this provision. At the discretion of the City Administrator or designee, an employee separated for job abandonment may be reinstated upon proof of justification for such absence, such as severe accident, severe illness, or mental or physical impairment which prevented notification. No employee has any right to grieve or appeal a separation due to job abandonment or to an evidentiary or disciplinary appeal following a separation due to job abandonment.

E. Medical Separations

1. Policy Statement

An employee who becomes unable to perform the essential functions of his or her position due to a disability or other medical condition may be medically separated from employment. Prior to medical separation, the City will determine what accommodations, if any, can be reasonably provided to the employee in accordance with City policy and

any applicable law. In addition, if appropriate, the City may consider an employee's potential eligibility for disability retirement benefits.

Before medically separating a regular employee, the City Administrator or designee will provide the affected employee with notice of the proposed decision to medically separate. The notice shall: (1) inform the employee of the action intended, the reason for the action, and the proposed effective date; and (2) inform the employee of the right to respond to the proposed action and to whom to respond. After review of any timely response, the City Administrator or designee shall notify the employee of any final action to be taken and the effective date of that action. A medical separation may be appealed pursuant to the grievance procedures contained in these Rules and Policies.

2. Right to Use Accrued Leaves

Except as provided in an employment agreement, personal, sick leave, administrative leave, holidays, or any other accrued and unused paid time off in lieu of hours worked may not be used to extend an employee's employment separation date beyond the employee's last day of actual work, unless approved by the City Administrator. Use of sick leave shall be authorized only upon proper medical verification that the use of such leave complies with the rules pertaining to the use of sick leave.

3. Rehire of Employee Retired or Separated for Disability

An employee who is retired or otherwise separated on account of disability may apply for reemployment with the City if the medical condition causing the disability improved such that the employee may perform the essential functions of the position for which he or she is applying, with or without reasonable accommodation.

F. Layoff and Re-employment

1. Authorization

The City Administrator may layoff any regular employee because of lack of funds, reduction or lack of work, or other reasons including but not limited to changes in duties or organization, abolition of position or reorganization. In addition, the City Council may abolish for reasons stated above any position of employment by amendment of the appropriate schedule of positions.

2. Order of Layoff

a. Order of Layoff

Prior to laying-off regular employees in a classification, the City shall terminate any at-will employees in that classification including but not limited to all temporary, seasonal, part-time non-regular, specially funded and contract employees. In each classification in which a layoff is to occur, regular employees shall be laid off in the following order:

- (1) Probationary part-time

- (2) Part-time
- (3) Probationary full-time
- (4) Full-time

Order of layoff shall not be based in any manner upon seniority, but rather upon merit as evidenced by performance evaluations and subject to meet and confer between the City and employee association.

The effective date of layoff shall be at least sixty (60) days after action taken by the City Administrator or City Council to initiate the layoff. The City Council may, by declaration of an emergency, shorten the effective date.

At least ten (10) workdays prior to the effective date of the layoff, the City Administrator or designee shall notify the employee affected of the intended action and the effective date.

The name of any employee laid off shall be placed on the appropriate re-employment eligibility list for a period of one (1) year.

3. Return to Former Class

In the event of a layoff, employees who have been promoted during their service with the City, may bump back one (1) classification in their career series to a position they formerly held if there is an employee in the lower classification with less seniority than the employee who wants to bump.

4. Seniority Defined

For purposes of Section, seniority shall be defined as the number of months of paid service since the employee's most recent hire date with the City in a regularly allocated position.

5. Order of Re-employment

Employees on a layoff re-employment list shall have preference over new hires and individuals eligible for promotion. Employees who have been laid off shall be offered re-employment in the inverse order of layoff, provided no intervening factors have occurred which essentially change the ability of the employee to perform the offered employment.

6. Notice of Re-employment

The City shall give the employee reasonable advance notice of the opportunity for re-employment. Employees recalled to work shall return to work at the time specified by the City. Any laid off employee who refuses an offer of employment to the classification from which they were laid off or who fails to report to work on the date and at the time specified

by the City, shall be considered as having resigned. Upon re-employment the employee shall return to the benefit accrual level at the time of layoff.

SECTION 12. POLICIES GOVERNING EMPLOYMENT AND WORKING CONDITIONS

A. Employee Ethical Standards

1. General Policy

Employees of the City are required to discharge the duties and responsibilities of the positions with professional integrity, regardless of personal considerations. Employees are expected to recognize that the public interest, as articulated by City policy, is their primary concern. The conduct of City employees in their official capacity must be beyond reproach.

2. Employee Expectations

No City employee shall engage in any act which is in conflict, or creates an appearance of unfairness or conflict with the performance of official duties. To meet the standards set forth in this policy, employees must:

- Disclose all financial interests which may constitute a conflict of interest with official duties, and disclose the nature and extent of personal interest in any business entity engaging in any transaction with the City as required under the City's conflict of interest resolution. An employee is participating in any City decision which could affect his or her personal or financial interests in violation of the City's conflict of interest resolution.
- Refuse to accept gifts, gratuities, favors, services, or promise of future benefit from any person, firm, entity, or corporation doing business with the City, where such gift, gratuity favor, service, or promise could compromise independence of judgment or action as a public official or employee. Employees should disclose any offer of gift, favor, service, or promise to the City Administrator immediately. Refrain from engaging in activities or employment that may appear to be, or are incompatible with public duties, whether on or off duty. Except with the approval of the City Administrator or City Administrator's designee, employees of the City should not become involved or affiliated with any agency or entity that receives funds from the City, either directly or indirectly, whether that association or affiliation may create a conflict of interest, or an appearance of a conflict of interest or impropriety.
- Refrain from disclosing, promulgating, using, or validating information concerning City government or other employees and officials which is confidential, or protected without prior authorization, confidential information concerning property or affairs of the City to

advance a private interest with respect to any contract or transaction which is or may be the subject of official action of the City.

- Refrain from using any City funds or property for personal or private gain. Employees must be absolutely honest in all dealings, in whatever capacity, with City funds, properties or facilities.
- Refuse to represent private interests before government agencies in any matter in which the City is a party, or in which the employee's official position with the City is, or may be, a consideration in or influence the decision of such agency on the matter before it.
- Comply with the provisions of the Political Reform Act, as regulated by the Fair Political Practices Commission, or any other state or federal laws governing conflict of interest matters.

3. Gifts on Behalf of the City

The City Administrator and designee is permitted to accept a gift, gratuity, or favor on behalf of the City and may distribute such gift, gratuity, and favor as he or she deems appropriate to City employees and elected officials in accordance with Fair Political Practices Commission regulations. (Examples may include sporting events tickets or cultural events tickets.)

4. Use of Public Property

No employee of the City shall request, use, or permit the use of City-owned vehicles, clothing, equipment, materials, or other property for unauthorized personal convenience, for profit, for private use, or as part of secondary employment. City property is to be used solely for the purpose of conducting official City business.

5. Political Activities

Employees are prohibited from using City time or property in any manner for any of the following reasons: to promote any political issue or candidate; to solicit funds for any political purpose; or to influence the outcome of any election. No employee shall be eligible for appointment or election to any public office (including appointment to a City Board, Commission or Committee) when the holding of such office or position would be incompatible or would substantially interfere with the discharge of official duties.

The rights of employees to register and vote as they choose shall not be infringed.

Subject to the foregoing, any employee may seek appointment or election to any public position, office, or employment for which he or she is qualified. The exception is an employee running for a position on the Etna City Council. If elected, the employee would be required to resign his or her employment with the City.

6. Interpretation

Interpretations of this policy shall be referred to the City Administrator.

7. Investigation

The City Administrator or designee shall investigate, or refer the matter to an outside agency or an independent third party for an investigation, all allegations and written complaints of unethical conduct. Complaints or allegations that may be criminal in nature may be referred to an appropriate outside agency for investigation.

B. Outside Employment

1. Incompatible Outside Employment Prohibited

No employee of the City shall engage in any employment, activity, or enterprise that would detract from his or her effectiveness as a City employee or that is inconsistent, incompatible, in conflict with, or inimical to his or her duties as an employee of the City. An individual's outside employment, activity or enterprise is inconsistent, incompatible, in conflict with, or inimical to an employee's duties, functions or responsibilities set forth above if it:

- Involves the use for private gain or advantage of the City's time, facilities, equipment, or supplies; or the badge, uniform, prestige, or influence of the City;
- Involves receipt or acceptance by an employee of any money or other consideration from anyone other than the City for the performance of an act which the employee would otherwise be required or expected to perform in the regular course of his or her duties as a City employee;
- Involves the performance of an act in other than his or her capacity as an employee of the City, which act may later be subject directly or indirectly to the control, inspection, review, audit, or enforcement of any other City employee, City official, or City officer;
- Involves such time demands as would render performance of duties as a City employee less efficient.

2. Reporting Outside Employment

Employees seeking to engage in outside employment, whether it be accepting a second job, self-employment or otherwise, must submit written requests to engage in such employment to the City Administrator. The request shall include:

- The name and address of the employer;

- A summary of the nature of employment;
- The number of hours to be worked by day, week, month, and/or quarter as appropriate;
- Whether the outside employment will utilize any City owned/controlled facilities, equipment, information, records, supplies, and/or uniforms;
- Whether the outside employer will provide workers' compensation and liability insurance during said outside employment; and
- The phone number of the employer in the event that the City should need to contact the employee under emergency or relief situations.

The City Administrator will consider all requests and provide written notice to an employee of the determination on that employee's request. An employee may request review of that determination by the City Council.

All employees holding or considering second jobs must obtain permission from the City Administrator in order to ensure that the job will not create a conflict of interest or interfere with the proper performance of their duties. An employee who engages in any outside employment without written authorization from the City Administrator, or who performs work that exceeds the scope of a written authorization, is subject to discipline, up to and including termination.

Outside employment is defined to mean any employment, activity, or enterprise outside of an employee's normal City working hours wherein the employee is compensated for specific hours or duties on a regular basis. Outside employment does not include sporadic employment or occasional employment unless the employee is required to perform work related to his or her position with the City or utilize any City owned/controlled facilities, equipment, information, records, supplies, and/or uniforms.

During the workday, employees are expected to devote their full time to the performance of their assigned duties as City employees. Any approved outside employment must be performed during off-duty, unpaid hours.

Employees who have accepted outside employment are prohibited from using paid leave time to work on the outside job or as a result of an injury sustained while performing outside employment. Any employee who engages in outside employment while on sick leave shall be subject to discipline up to and including dismissal. This policy applies to all employees of the City assigned to any classification.

SECTION 13. DRESS CODE AND WORK STATION APPEARANCE

A. Dress Code

The City of Etna will maintain a professional working environment for the benefit of its employees and the public. As public employees and representatives of the City of Etna, each employee shall present him or herself appropriately and professionally including but not limited to workplace attire, especially when attending off-site meetings and events. Extremes in dress are not acceptable. All clothing should be in good condition, clean, wrinkle-free, and without rips or holes. Clothing that is revealing, sexually suggestive, provocative, or has offensive messages is prohibited. Employees should dress in attire that is appropriate for their job assignment and should be at least business casual.

Employees are prohibited from wearing the following at work: athletic wear, such as sweats, velour, or nylon clothing; bare midriffs; low cut tops, short skirts or dress or excessively tight or excessively baggy clothing; see-through clothing (except that sheer tops may be work if accompanied by an appropriate undershirt); shorts, cutoffs and overalls; tank tops, muscle shirts and casual t-shirts; and visible undergarments. Employees are also prohibited from wearing baseball type caps backwards or to the side. Due to the job functions of Parks and Recreation employees, they may be permitted to wear shorts to work when it is appropriate to do so.

If an employee is on the job in inappropriate clothing in the opinion of the employee's immediate Supervisor, a Department Head, or the City Administrator, the immediate supervisor may direct the employee to change into appropriate workplace attire. Time off of work to change clothing will not be compensated.

B. Employee Hygiene

Employees must be aware of good personal hygiene. Hair must be neat, clean, and well-groomed. Employees who use scented products, including perfume/cologne, aftershave, lotions, etc.) should be aware that such products may be overwhelming and may cause allergic reactions in others. Employees should keep refrain from using heavily scented products or using an excessive amount of scented products.

C. Tattoos and Jewelry

Employees are prohibited from displaying tattoos that contain offensive or sexually suggestive images. Employees should wear jewelry that is tasteful and appropriate considering their job duties. Employees should not wear jewelry that presents a safety hazard or which may be distracting in the work place. No facial jewelry or visible piercings (except for ear piercings) is permitted.

D. Public Areas and Workstations

Employees should ensure that public areas are kept clean and free of clutter, food, and beverage cups.

The placement of plants and personal items should be kept to a minimum. Employees are prohibited from displaying any images or items in workstations that violate any City policy, including the City's policies against harassment, alcohol and drugs, and workplace violence.

E. Policy Violations

Employees who do not meet the standards outlined in this policy will be subject to disciplinary action. In addition, employees may be required to take corrective action to remedy a violation. Corrective action may include removing the offending item from their workstation or leaving the premises and returning to work in attire that is appropriate. The amount of time missed from work in order for the employee to travel and change clothing will be treated as unpaid leave.

SECTION 14. CONFIDENTIALITY POLICY

A. Policy

The public and other parties with whom the City does business entrust staff with important information relating to their businesses and lives. It is the City's policy that all information considered confidential will not be disclosed to external parties or to employees without a "need to know" by those doing business with the City or for whom the City provides services except to the extent required by law. If there is a question of whether certain information is considered confidential, the employee should first check with his or her immediate supervisor. This policy is intended to alert employees to the need for discretion at all times and is not intended to inhibit normal business communications.

B. Protecting Information

Employees have access to a variety of sensitive and confidential information by virtue of their job assignment. Employees must protect that information from disclosure to anyone, except where that disclosure is required by their jobs or by law. Writing about confidential information for non-work-related business in e-mails, on websites, on social networking sites, in chat rooms, or in blogs is expressly prohibited, as well as verbally communicating such information in person, over the phone, or in any other manner. Additionally the City logos may not be used in any of these forums.

C. Confidential Information

The following types of information should be considered confidential:

- Passwords and access codes.
- Individual employment records.
- Citizen lists, personal information, or histories.
- Financial statements.

- Computer programs and object and source codes.
- Systems and their documentation.
- Other non-public business and technical information, whether related to past, present, or future programs and services.

D. Penalties for Disclosing Confidential Information

Employees who disclose confidential information are subject to disciplinary action up to and including termination of employment.

SECTION 15. ANTI-NEPOTISM POLICY

A. General Policy

It is City policy not to discriminate in its employment or personnel actions with respect to its employees and applicants on the basis of marital or registered domestic partner status. Notwithstanding this policy, the City reserves the right to reasonably regulate, for reasons of supervision, safety, security or morale, the assignment of spouses and registered domestic partners within the same department, division, facility or unit. The City further reserves the right to decline to hire or promote the immediate family member of any employee for any reason. Promotional advancement may also be denied if the promotion places one spouse, registered domestic partner, or immediate family member under the supervision of another. Exceptions to this policy require the written approval of the City Administrator.

B. Definitions

For purposes of this policy, the following definitions shall apply:

Marital status is defined as an individual's state of marriage, divorce or dissolution, separation, or annulment.

Immediate family member means an individual's parent, stepparent, parent-in-law, grandparent, child, stepchild, grandchild, brother, sister, stepbrother, stepsister, aunt, uncle or first cousin. The term "immediate family member" also includes an individual who falls within one of these categories by a previous marriage, adoption or registered domestic partnership.

Registered domestic partner is as defined in Family Code section 297.

C. Employees Who Are Spouses and Registered Domestic Partners

The City will investigate to determine if there are any reasonable modifications or changes in procedure that can be made to minimize operational concerns regarding supervision, safety, security or moral whenever the employment status of two (2) employees results in either:

- One spouse or registered domestic partner directly supervising another; or
- Two or more spouses or registered domestic partners working within the same department or division.

In the event that no reasonable modifications or changes in procedure are available, or that any modifications or changes would affect safety, security, supervision or morale, the City reserves the right to transfer or reassign one of the employees. While the wishes of the involved parties will be considered, the controlling factor in determining which relative shall be transferred shall be the positive operation, efficiency, and needs of the City. There can be no guarantee that the new position will be within the same classification or at the same salary level.

If an employee does not accept a transfer or reassignment, or in situations where no transfer or reassignment is available, the City may request the voluntary resignation of one of the employees and if one of the employees does not voluntarily resign, the City will retain one employee and terminate the other. Factors the City might use in evaluating which employee to retain include, for example, performance, tenure, position within the organization, or other factors deemed relevant by the appointing authority or designee.

D. Employees Who Are Immediate Family Members

The City need not make reasonable modification or changes in procedure when the relationship between two (2) or more employees is that of immediate family members and not that of spouses or registered domestic partners. In addition, the City need not transfer or reassign immediate family members and can move to retain one immediate family member and terminate the other. Factors the City might use in evaluating which employee to retain include, for example, performance, tenure, position within the organization, or other factors deemed relevant by the appointing authority or designee.

E. Policy Exceptions

Spouses or registered domestic partners, or immediate family members who are employees may continue to work in the same department subject to approval by the City Administrator or designee.

F. Appeals

Any permanent employee who is separated from City service under this rule may utilize the disciplinary appeal procedure as identified under the applicable collective bargaining agreement or, if none, the Grievance Procedure as described in these Rules and Policies. Other actions (for example, a transfer, demotion, or lost opportunity for overtime or supplemental pay) are not subject to appeal.

G. Immediate Family Members of Elected Officials

No person who is the spouse, registered domestic partner, or immediate family member of a current City elected official shall be eligible for regular position appointment.

The spouse, registered domestic partner, or immediate family member of an elected official currently employed as of the date the elected official assumes office shall not be subject to automatic exclusion of employment. The City Administrator may, however, utilize the provisions of this policy to transfer, reassign, or terminate the employee, if necessary, for the efficient operation of City business.

SECTION 16. PERSONNEL FILES/MEDICAL INFORMATION

A confidential personnel file is maintained for every employee according to local, state, and federal guidelines. Workers' compensation, medical, and complaint files are maintained separately.

A. Personnel File Access

Employee's own personnel file may be accessed by the employee during normal working hours and by appointment in compliance with applicable law. Access by others to such files is restricted to only the City Administrator, legal counsel, and applicable finance and human resource staff.

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B. File Copies

At the request of an employee, incidental copies of documents in the employee's own personnel file may be made at no charge. More than incidental copies made of anything in the employee's own file will be done for a standard copying fee and in compliance with applicable law.

C. Disputed Information

If an employee disputes information contained in his or her own file, the employee shall notify the City Administrator in writing within ten (10) working days of learning of the information contained in the file, listing the concerns and the suggested remedy. The City Administrator will review the request and render a decision within ten (10) working days. If the City Administrator concurs with the employee's request, such items will be removed from the file and destroyed or altered, as appropriate.

D. Confidentiality of Medical Information Act

The City has a bona fide business need to collect and review medical information about its employees for various reasons. This policy is established to comply with the State's Confidentiality of Medical Information Act (California Civil Code Section 56, et. seq.), and to protect the confidentiality of medical history, mental condition, physical condition, or treatment, and to limit its use in employment decisions. This policy defines medical

information, those employees authorized to access that information, and how it will be stored.

E. Medical Information Definition

The Confidentiality of Medical Information Act (CMIA) broadly defines the term medical information as: "...any individually identifiable information in possession of or derived from a provider of health care regarding a patient's medical history, mental or physical condition, or treatment." This definition includes information obtained from pre-employment medical examinations, fitness for duty evaluations, worker's compensation claims, verifications of disability status, and drug and alcohol testing results. In essence, any document produced by a doctor, clinic, hospital, psychiatrist, employee assistance program, substance abuse professional, or testing laboratory is considered a confidential medical record.

F. Authorized Use

To ensure proper handling of employee medical information the City authorizes the City Administrator and Department Heads and their designees to receive and use this type of information on an as-needed basis.

G. Utilization of Medical Information

City legally receives medical reports or information without the employee's authorization for administering and maintaining any of the following programs:

- Employee benefits plans, including health care plans.
- Plans providing short-term and long-term disability income.
- Worker's compensation benefits.
- Programs for determining eligibility for paid or unpaid medical leave.
- Fitness-for-duty results that describe the employee's job-related functional limitations and exclude any diagnosis or statement of cause.
- In a proceeding that is a lawsuit, arbitration, complaint, or other claim wherein the employee has placed in issue his or her medical condition.

H. Protecting Employees Medical Information

To protect employee's rights under the CMIA, the City shall keep the information in a medical file, in a separate locked file, apart from personnel files.

I. Release of Employee Medical Information

Should the City need medical information about an employee in order to assess accommodation, workplace safety, fitness for duty, etc., a medical release of information form will be submitted by the employee. Such a form is available through the City Administrator

SECTION 17. WORKPLACE ACCOMMODATIONS

A. Accommodation of Disabilities

The City recognizes and supports its obligation to reasonably accommodate job applicants and employees with disabilities who are able to perform the essential functions of the position, with or without reasonable accommodation. The City will provide reasonable accommodation to otherwise qualified job applicants and employees with known disabilities unless doing so would impose an undue hardship on the City or pose a direct threat of substantial harm to the employee or others.

An applicant or employee who believes he or she needs a reasonable accommodation of a disability should discuss the need for possible accommodation with the City Administrator. Upon receiving an accommodation request, the City shall engage in a timely interactive process with the employee to identify possible reasonable accommodations.

B. Accommodation of Religious Beliefs and Practices

The City recognizes and supports its obligation to reasonably accommodate job applicants and employees with religious beliefs or practices who are able to perform the essential functions of the position, with or without reasonable accommodation. The City will provide reasonable accommodation to otherwise qualified job applicants and employees, unless doing so would impose an undue hardship on the City.

An applicant or employee who believes he or she needs a reasonable accommodation of a religious belief or practice should discuss the need for a possible accommodation with the City Administrator.

SECTION 18. DRUG FREE WORKPLACE POLICY

The City Council of the City of Etna in compliance with Public Law 100-690, the Drug-Free Work Place Act of 1988, adopts the following policy:

A. Purpose

It is the intention of this policy to provide a drug-free workplace for City employees at all work sites. While the City has no intention of intruding into the private lives of its employees, the use of controlled substances impacts the safety and efficiency of City operations and the provision of services to the public.

B. Policy

The City of Etna has adopted a Drug Free Workplace Policy within the provisions of the Federal Drug Free Workplace Act.

This policy prohibits the manufacture, use, possess, distribute, trade, and/or offer for sale alcohol, illegal drugs, or other intoxicants. This policy is intended to apply whenever anyone is representing or conducting business for the City. This policy applies during all working hours, rest breaks, meal periods, and whenever conducting business or representing the City, while on-call, on-standby, and on or off City property including vehicles as well as driving any City vehicles. This policy applies to any individual who conducts business for the City, is applying for a position with the City, or conducts business on the City's property. This policy applies to all City employees, appointed and elected officials, volunteers, interns, consultants, contractors, and those under the control of contractors.

In conjunction with this policy, the City retains the right to assure that employees are free from the influence of drugs and alcohol during the performance of their City duties. Pursuant to Government Code section 12954, the City will not subject an employee to an adverse employment action based on a City-required drug screening test that has found the person to have nonpsychoactive cannabis metabolites in their system, unless the employee is in the building and construction trades or the employee was hired for a position that requires a federal government background investigation or security clearance in accordance with state or federal regulations.

The City Administrator shall retain the right to:

- Access any City property, including but not limited to desks, lockers, closets and vehicles for the purposes of inspection to assure no illegal drugs or alcohol is on the City premises. "Drug" or "drugs" are defined as any controlled substance that is not legally obtainable under State or Federal law, or a prescription drug obtained or used without benefit of a prescription by a licensed physician. "Drug" or "drugs" includes medicinal or recreational marijuana, regardless of whether the marijuana was lawfully obtained under State law.
- Order for drug and/or alcohol testing any employee that has demonstrated behavior that causes a reasonable suspicion that he or she may be under the influence. The employee so ordered shall immediately comply and cooperate in being transported to the testing facility. If the employee is found to be under the influence of an illegal drug or alcohol, the employee shall have transportation arranged for them and sent home pending disciplinary action.
- Order for drug and/or alcohol testing any employee that is in an accident that results in death, injury, or major property damage.

Employees who are taking prescription drugs that may hamper their ability to operate vehicles or equipment and are required by their assigned duties to operate vehicles or dangerous equipment are to notify their Supervisor immediately upon reporting to duty. If for reasons of safety a Supervisor believes an employee is demonstrating diminished abilities, the Supervisor may after consultation with the City Administrator arrange for transportation for the employee to send them home on sick leave.

Employees, as a condition of employment, shall notify their Department Head of any criminal drug statute conviction for a violation occurring in the work place no later than five (5) days after such conviction.

Employees who violate the above policy, or are convicted on criminal drug statute violations occurring at the work place, or who fail to give the notice required above shall be subject to the appropriate personnel action, up to and including termination, or may, where appropriate be required to participate in a drug-abuse assistance or rehabilitation program by a federal, state, or local health, law enforcement, or other appropriate agency.

The City will establish a drug-free awareness program to inform employees of this policy, the dangers of drug abuse in the work place, and any available drug counseling, rehabilitation, and employee assistance programs.

C. Rights

No provision of this policy is intended to remove or limit an employee's right to appeal a disciplinary action under applicable sections of these Rules and Policies.

SECTION 19. SMOKING POLICY

Smoking in all City owned, leased, or rented buildings and all City owned, ~~leased, or rented~~ vehicles is prohibited except where designated. Smoking on City property is not allowed indoors, or where it is a hazard. Employees are prohibited from smoking where smoking is prohibited by law. ~~Employees shall follow all signage at City buildings or premises relating to smoking. Smoking include the use of vaping products and devices.~~

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SECTION 20. PROHIBITION AGAINST HARASSMENT, DISCRIMINATION, AND RETALIATION

A. Policy Statement

The City is committed to providing all employees, applicants, officers, officials, volunteers, interns, and contractors with a workplace that is free from harassment, discrimination, or retaliation as defined in this policy. The City does not tolerate harassment of or discrimination on the basis of race, religion, color, sex, religious creed, national origin, ancestry, gender, gender identity, gender expression, sexual orientation, marital status, age, physical or mental disability, medical condition, pregnancy, military service and veteran status, pregnancy, childbirth and related medical conditions, genetic information, reproductive health decision making, or any other basis protected by applicable state,

federal, or local law. Any violation of this rule will lead to disciplinary action, up to and including termination.

B. Rule Coverage

The City's rule against harassment, discrimination, and retaliation prohibits elected officials, appointed officials, officers, employees, volunteers, interns, and contractors from harassing or discriminating against applicants, officers, officials, employees, volunteers, interns and contractors because: (1) of an individual's protected characteristic; (2) of the perception that an individual has a protected characteristic; or (3) the individual associates with a person who has or is perceived to have a protected classification.

C. Definitions

Protected Characteristic: Protected characteristic refers to an employee's race, religion, color, sex, religious creed, national origin, ancestry, gender, gender identity, gender expression, sexual orientation, marital status, age, physical or mental disability, medical condition, pregnancy, military service and veteran status, pregnancy, childbirth and related medical conditions, genetic information, reproductive health decision making, or any other basis protected by applicable state, federal, or local law.

Discrimination: Discrimination is defined as treating an individual differently because of the individual's protected characteristic.

Harassment: Harassment is defined as unwelcome conduct that creates an intimidating, offensive, or hostile work environment that interferes with work performance and which is taken because of any protected characteristic. Harassing conduct denigrates or shows hostility or aversion towards an individual because of a protected characteristic. Harassing conduct can be:

- Verbal, including slurs, jokes, insults, epithets, gestures, or teasing;
- Graphic, including offensive posters, symbols, cartoons, drawings, computer displays, photos videos, or e-mails; and/or
- Physical, including physically threatening another, blocking someone's way, or touching.

Such conduct violates this rule, even if it is not unlawful. To ensure compliance with this rule, employees are expected to behave in a professional and respectful manner at all times.

Sexual Harassment: Sexual harassment can include harassing conduct as defined above, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities, and other verbal or physical conduct of a sexual nature. Examples of conduct that violates this policy include:

- Unwelcome sexual advances, flirtations, advances, leerings, whistling, touching, pinching, assault, blocking normal movement;
- Requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
- Obscene or vulgar gestures, posters, or comments;
- Sexual jokes or comments about a person's body, sexual prowess, or sexual deficiencies;
- Propositions, or suggestive or insulting comments of a sexual nature;
- Derogatory cartoons, posters, images, photos, videos, and drawings;
- Sexually explicit emails or voicemails;
- Uninvited touching of a sexual nature;
- Unwelcome sexually-related comments;
- 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 the person's gender.

All such conduct is unacceptable in the workplace and in any work-related setting, such as work-related trips and work-related social functions, regardless of whether the conduct is engaged in by an employee, official, contractor, vendor, or other third-party.

D. Retaliation

No employee will be subject to, and the City prohibits, any form of discipline or retaliation for reporting perceived violations of this provision of the rule, pursuing any such claim, or cooperating in any way in the investigation of such claims. If an employee believes someone has violated this no-retaliation provision, the employee should bring the matter to the immediate attention of the City Administrator or any City official or officer. Anyone, regardless of position or title, who the City determines has engaged in conduct that violates this rule against retaliation will be subject to discipline, up to and including termination.

E. Reporting and Investigation Procedures

An applicant, employee, officer, official, contractor, or volunteer who feels he or she has been harassed, discriminated against, or retaliated against in violation of this rule should report the conduct immediately to the City Administrator or any City official or officer. Any employee who receives a complaint must in turn direct the complaint to the City

Administrator or designee who will determine what level of investigation and response is necessary.

The City will promptly investigate the facts and circumstances of any claimed violation of this Rule. To the extent possible, the City will endeavor to keep the reporting individual's concerns confidential. Complete confidentiality cannot occur, however, due to the need to fully investigate potential violations of this rule and take effective remedial action.

Upon receipt of a complaint of a potential violation of this rule, the City Administrator or designee will be responsible for coordinating a thorough investigation (unless he or she is named in the complaint). The City Administrator or designee may coordinate the investigation with the complainant's Supervisor and may hire an outside investigator if deemed appropriate. The type of investigation undertaken, and the party chosen to conduct the investigation will depend on the nature of the complaint made and will be determined by the City Administrator or designee. The City Administrator or designee may take interim action, such as placing the alleged perpetrator on paid administrative leave or transferring the alleged perpetrator. If the complaint is made against the City Administrator, the Mayor or the Mayor's designee will be responsible for coordinating the investigation.

If the investigation determines that the alleged conduct occurred and that the conduct violated this rule, the City will take corrective measures. These measures may include, but are not limited to, counseling, suspension, or immediate termination. Anyone, regardless of position or title, who the City determines has engaged in conduct that violates this policy will be subject to discipline, up to and including termination.

At the conclusion of the investigation, the City Administrator or designee will notify the complainant in general terms of the outcome of the investigation.

F. Dissemination of Policy

All City officials, officers, employees, volunteers, and interns shall receive a copy of this policy when they are hired. The policy may be updated from time to time and, as such times, will be redistributed to all employees.

SECTION 21. USE OF CITY CREDIT CARDS

City credit cards are provided to certain employees to be used for City business. Employees who have cards are designated by the City Administrator. Those cards may be used by other employees, only with prior approval. All credit cards have purchasing limits that cannot be exceeded.

A. Usage

Credit cards may only be used for City business. At the end of each calendar month, employees authorized cards shall provide any receipts, along with supporting documentation for its use to the Finance Department.

B. Business Travel

Credit cards may be used for business travel. Upon returning from business travel, and within thirty (30) days, an itemized accounting as well as all receipts must be provided to the Finance Department.

C. Misplaced or Lost Cards

Immediately upon realizing that the credit card is missing, report it to the financial institution issuing the card, as well as to the Finance Department.

D. Misuse of City Credit Cards

Using City credit cards for personal activities will result in disciplinary action. Failing to provide receipts and supporting documentation in a timely manner, losing a card and not reporting it, or any misuse of the card may result in the removal of credit card privileges and/or disciplinary action.

SECTION 22. TRAVEL AND TRAVEL REIMBURSEMENT

The City has a separate Travel and Travel Reimbursement Policy, which is available from the City Administrator via request. Employees should refer to the Travel and Travel Reimbursement Policy for details concerning its provisions. In general, the City will reimburse employees for reasonable expenses incurred for business purposes including, but not limited to, meals, lodging, and transportation. The City will reimburse mileage driven on your personal automobile at the current IRS-approved rate per mile. All business travel and business purchases must be approved in advance by your Supervisor.

A Travel Expense Reimbursement Report, including all receipts shall be prepared and submitted to the Finance Department by the person claiming the expenditures. Expense reports must document that the expense in question meets the requirements of the Travel and Travel Reimbursement Policy. Reimbursement Reports should be filed as soon as practicable after the meeting or conference and in any case within five working days after the employee's return to work, and no later than thirty (30) days after an expense being incurred.

SECTION 23. USE OF VEHICLES

A. Condition and Maintenance of City Vehicles

All City vehicles will be clearly identified as City-owned vehicles and reasonably uniform in color and appearance.

- All vehicles will at all times be kept in good repair, serviced, and clean. Any vehicle found to be in an unsafe condition should be immediately removed from service until all safety defects have been corrected.

- All maintenance and repair work will be done by City personnel at City facilities unless authorized otherwise by a Supervisor or Department Head or the City Administrator, except emergency repairs necessitated by extraordinary circumstances.
- All fuel shall be disbursed from the City's Corporation Yard and according to established procedures. If fuel must be purchased outside of the City, the driver will be reimbursed on presentation of proof-of-purchase.

B. Use of City-Owned Vehicles

- No employee may operate a City-owned vehicle unless he or she possesses a valid California driver's license of the class appropriate for the vehicle under operation. Employee must provide proof of auto insurance.
- Vehicles will at all times be operated in a lawful and prudent manner, with due regard for the safety and convenience of others on the streets and highways.
- No one may operate a City vehicle, or a personal vehicle in the course of his or her employment, while under the influence of drugs (including prescription and non-prescription drugs) or alcohol, or under any other influence that would render him or her unsafe to operate a motor vehicle.
- Unless expressly authorized otherwise by the City Administrator, City vehicles may be used only for City business and must remain on City property at any time they are not being used on City business, except:
- Because they are subject to call in serious situations, when transportation and radio communication are critical, the Wastewater Treatment Plant Supervisor and the Public Works Supervisor may be authorized to drive a marked vehicle between home and work for the convenience of the City. These vehicles may not be used for personal errands or employee leisure activities, but may be used only for official business.

Commented [28]: NEED TO CLARIFY AND CUSTOMIZE FOR ETNA.

C. Use of Personal Vehicles

Personal vehicles may not be used for City business unless such use is approved in advance by the City Administrator.

If the use of a personal vehicle has been approved, the employee may be reimbursed for such use at the rate per mile recognized by the Internal Revenue Service, for not more

than the actual number of miles driven, plus reasonable parking fees and tolls. This cash reimbursement is the only approved reimbursement method; reimbursement may not be "in-kind" by the provision of fuel, parts, service, or any other thing of value at City expense. No additional reimbursement will be allowed except in writing by the City Administrator and then only when extraordinary and unforeseeable expenses not under the control of the City or the employee are encountered.

D. Automobile Use

Employees who utilize their personal vehicle in the performance of their duties must maintain a valid California driver's license at all times, have a satisfactory driving record, and must maintain adequate and appropriate insurance. Employees must comply with all traffic regulations and laws while engaged in driving on work-related business. Only hands-free mobile devices may be used when driving, and no communications device may be used while driving to write, send, or read any text-based communication.

Employees who use a vehicle on work-related business must provide the City with a copy of their California driver's license and a copy of a Certificate of Insurance that shows evidence that the employee has comprehensive automobile liability insurance or business automobile liability insurance in an adequate amount. Should the employee be in a vehicle accident while performing City business, for claims processing the employee's own insurance provider is primary and The City's insurance provider is secondary.

Use of Vehicle Safety Belts: Employees who drive or ride in a Class A or any other vehicle equipped with safety belts on work-related business shall use and ensure that the driver and all passengers use available safety belts in the vehicles being operated. Passengers shall ride only in those positions of a vehicle designed for the carrying of passengers, including approved child safety seats if necessary.

E. Vehicle Accidents

When an accident occurs on the job involving one or more vehicles, the following steps should be taken by employees:

- **Scene:** Secure the scene of the accident.
- **Move Vehicles:** Move any involved vehicles out of the right of way, if possible.
- **Emergency Response:** Call 911 for emergency services if someone appears to be injured or asks that 911 be called.
- **Contact Supervisor:** Contact your Supervisor immediately, if communication devices are available.
- **Driver Information:** Exchange driver information and give the other driver a business card.

- **Personal Information:** Obtain the names, phone numbers, addresses, and e- mail addresses of any vehicle occupants, or observers of the accident.
- **Police Report:** Get the number of the police report that will be filed if the police respond to the accident.
- **Statements:** Do not make any statements accepting blame, guilt, concerning the assumption of liability. Give out only the required information.
- **Pictures:** Take pictures of the damage and all relevant aspects of the accident (the area where accident occurred, objects blocking view, etc.). If a camera is not immediately available, write down all of the relevant information.
- **Insurance and Legal Requirements:** Follow any insurance and legal requirements, such as immediately notifying your insurance company, The City's insurance company through appropriate staff, and the Department of Motor Vehicles.

F. Department of Motor Vehicles Pull Notice Program

The City participates in the California Department of Motor Vehicles (DMV) Pull Notice Program. Under this program the DMV sends the City driving records of all employees on an ongoing basis. The City Administrator reviews the driving records of those employees who are required or expected to drive as part of their condition of employment and will take appropriate action should any of the driving records indicate any of the following: DUI, suspended license, or other serious driving offense (i.e., reckless driving, etc.)

G. Compliance with Laws and Regulations

Employees are expected to obey and comply with all laws and regulations, including speed limits and other traffic regulations. The City will not be responsible for, nor reimburse for citations and parking tickets.

H. Duty in Case of Accident

In the event of an accident involving a City vehicle, or a personal vehicle being used for City business, the employee operating or having custody of the vehicle shall, within twenty four (24) hours, report the accident to a law enforcement agency of appropriate jurisdiction. In the event the contacted agency declines to investigate, the employee should include in his or her report the agency contacted and the date and time of contact. The employee shall cooperate fully in any accident investigation and shall, as soon as practicable, furnish to the City Administrator and to the City's insurance carrier a written report of the accident.

Commented [29]: Update for Etna if needed

I have a great CAL-Card policy from Auburn that the City can adopt separately, if we want to get rid of the credit card section

SECTION 24. ELECTRONIC MEDIA POLICY

A. Purpose

The City's computer systems (including all hardware and software) are the exclusive property of the City and are provided for creating and transmitting business-related information. The City treats all Electronic Media as business information. Electronic Media plays an integral role in the conduct of City business and the creation, preservation, and management of City records subject to various laws, including but not limited to the Public Records Act and the Brown Act. The purpose of this policy is to govern the use of Electronic Media (i.e., voice mail, email, electronically stored information, the internet/World Wide Web) by all City employees and elected officials. Because the use of voice mail, email, electronically stored information and the internet/World Wide Web raises issues of privacy, liability, and records retention, the City has adopted this Electronic Media Policy. The term "Electronic Media" includes computers, laptops, tablets, internet access (including wi-fi connections), email, voicemail, cellular telephones, pagers, and other electronic communication devices.

B. Policy

Electronic Media are provided for the use of City employees for City business-related purposes. Electronic Media may not be used for any prohibited purpose, including illegal activities, messages that may constitute discrimination or harassment under City policy or state or federal law, or other inappropriate purposes as defined below.

The City prohibits the display, transmission, or downloading of sexually explicit images, messages, or cartoons, or any transmission or use of voice mail, email, or internet/World Wide Web communications that contain ethnic slurs, racial epithets, or anything that may be construed as harassment or disparagement of others based on their race, religion, color, creed, national origin, sex, sexual orientation, marital status, age, or the presence of any sensory, mental or physical disability, military service and veteran status, reproductive health decision making, or any other protected class.

Unless otherwise authorized by law, voice mail, email, wi-fi or internet/World Wide Web systems may not be used to solicit or proselytize others for commercial ventures, religious or political causes, outside organizations, or other non-job-related solicitations. Unless authorized, employees shall refrain from engaging in dialogue about confidential, proprietary, or nonpublic information involving the City or any City of employee, investor, client, or contract. Any employee that receives such requests should direct the inquiry to the City Administrator.

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The City's Electronic Media, including e-mail, may be used for incidental personal purposes only where such use does not: directly or indirectly interfere with the City's operation of the computer system; burden the City with noticeable incremental cost; interfere with the official or employee's employment or other obligations to the City; or violate any of the sections of this policy.

C. City's Right to Access Information

The City reserves the right to enter, search, monitor, copy, and/or retrieve computer files, voice mail, email, internet or any type of electronic file of any employee or elected official, without notice, for business purposes, including, but not limited to, investigating theft, disclosure of confidential business or proprietary information, use of the system for personal reasons or for any other purpose unrelated to City business, or monitoring work flow or productivity.

Although City employees may have individual passwords or passcodes to electronic media items such as e-mail, voice-mail, and computer network systems, these items are accessible at all times by the City, and may be subject to periodic unannounced examinations by the City. All passwords and passcodes must be given to the City and employees may not use passwords or passcodes that are unknown to the City. The City reserves the right to override any password or passcode created by an employee.

Although the City reserves the right to access Electronic Media, employees are strictly prohibited from accessing another employee's personal file or voice mail or email messages without the latter's express permission. In addition, the voice mail, email and internet/World Wide Web systems are not to be used in a way that may be disruptive, offensive to others, or harmful to morale.

Even though employees may have deleted information or files from any of the electronic media, it does not mean that the information or files are permanently deleted from the system. It is possible to recover deleted computer files, deleted e-mail and deleted voice mail messages at any time.

Employees should be aware that any electronic media messages and information created or stored on City owned electronic media may constitute "public records" and may be subject to disclosure to the public under the California Public Record Act, Government Code 6230, or otherwise discoverable (e.g., in response to a subpoena).

D. Radio Waves

Use of radio equipment, such as but not limited to two-way radios, shall be used in a professional manner for business purposes only. Radio equipment may not be used for personal use.

E. Voice Mail

Although employees and elected officials have passwords or codes that restrict access to voice mail messages left for them on the system, employees and elected officials should be aware that the City can access any messages stored in the voice mail system and may do so for any reason at any time. Such messages are public records. Therefore, employees and elected officials may not assume that such messages are confidential.

The City's telephone system, including its voice mail system, is the property of the City, and is designed and intended for City business-related purposes. Employees and elected

officials are required to reimburse the City for any special charges for their personal telephone calls.

F. Email

Email is a business tool that shall be used in a professional manner for business purposes. The number of emails sent should be minimized. When the City becomes the target of litigation, all records maintained by the City are subject to subpoena and review by the other party, including email. Such records are public records. Therefore, email is neither personal nor private. Marking a message as "private" or "confidential" does not necessarily exempt information from being disclosed as a public record. As such email addressed to, generated by, or received on City computers or servers is the property of the City. As with voice mail, although employees and elected officials have passwords that restrict access to their computers, the City may access any files or email messages stored on or deleted from the computer system. The City reserves the right to access such information for any purpose at any time.

G. Internet/World Wide Web Access

Use of on-line information services such as the Internet and the World Wide Web is intended for City business purposes. Personal uses should be kept to a minimum and occur only during the employee's meal periods and rest breaks. Employees should not have any expectation of privacy regarding the web sites accessed through the City's computer system. Computer systems may "leave tracks" at web sites visited. Because of the nature of the City's business, any incidental use of the Internet for personal use must be conducted with the highest levels of professionalism.

H. Computers, Computer Software, Laptops, Tablets and Computer Files

The City's computers, software, laptops, tablets, and files stored on the City's computer or network shall be considered City property. These devices shall be subject to search for any reason. In addition, all software that resides on any of the City's computers shall be licensed and shall be considered City property. Computers will be used for valid business purposes only; reasonable personal use is allowed at the sole discretion of the City.

No employee will install software on any City computer without first receiving permission from the City Administrator or designee. No employee may alter or tamper with any City computer or interfere with their operation. All hardware failures will be immediately reported to an employee's Supervisor, Department Head, or the Information Technology Department. Personnel will not attempt hardware repair unless directed to do so by the Information Technology Director or designee.

I. Confidential Information

City officials and employees shall take all reasonable and necessary efforts to minimize the likelihood of inadvertent transmission of confidential information to unintended recipients. The City's data or information, confidential or otherwise, may not be

transmitted to any individual not authorized to receive such data or information. Only authorized City representatives are permitted to communicate information regarding the City's business on behalf of the City via the City's Electronic Media. For the communication of sensitive and confidential information, officials and employees shall minimize the use of e-mail and maximize the use of alternative communication media (such as face to face conversations, telephone, hard copy memos, and fax). If an official or employee is unsure as to whether a communication is authorized, or is of a confidential nature, it is their responsibility to inquire with a supervisor or City Administrator as appropriate.

J. Response to Public Records Requests

In the event a public inspection request is made pursuant to the Public Records Act, or a demand by subpoena or court order is received by the City, for any electronic communication or information stored in electronic form and in existence at the time such request or demand is received, the City official or employee having control of such electronic communication or information shall use his or her best efforts, by any reasonable means available, to temporarily preserve such communication or information until the City Attorney determines whether such communication or information is subject to preservation, or public inspection or production, pursuant to any requirement of law, including in the case of litigation.

The City Attorney and City Clerk shall immediately be contacted by the official or employee receiving any such inspection request or production demand, either as a Public Records request or in the course of litigation. The City Attorney shall advise the City official or employee of the City's preservation, inspection and production obligations, if any, with regard to such communication or information. If it is determined that the City is legally obligated to either permit inspection or produce such electronic communication or information, the person in control of such communication or information shall thereafter preserve such communication for the applicable retention schedule period.

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K. Virus Scanning

City staff provided with a City owned desktop or laptop computer will receive a computer with anti-virus software installed and configured. An employee who believes that a City provided computer has been infected with a virus is required to report the issue to the Information Technology Department immediately.

L. Prohibited Uses of the City's Electronic Media

Prohibited uses of Electronic Media include, but are not limited to the following:

- Illegal activities under local, state and/or federal law;
- Anything that may be construed as harassment or disparagement of others based on race, religion, color, creed, national origin, sex, sexual orientation, marital status, age, or the presence of any sensory, mental or physical disability, military service and veteran

status, reproductive health decision making, or any other protected class will not be tolerated. This includes, but is not limited to, slurs, obscene messages, sexually explicit images, cartoons or messages;

- Sending threatening messages;
- Unless otherwise allowed by law, soliciting or proselytizing others for commercial ventures, religious or political causes, outside organizations, or other non-job related matters;
- Intentionally disrupting network traffic or crashing the network and connected systems (for example, sabotage, intentionally introducing a computer virus);
- Unauthorized attempts to access to others' files with no substantial business purpose, or vandalizing the data of another user;
- Forging electronic mail messages;
- Communicating confidential City information to unauthorized individuals within or outside of the City;
- Downloading City data and electronic records for personal use or use on non-City Electronic Media or hardware
- Personal messages such as chain letters; and
- Inappropriate use, which is deemed by the City to be a violation of the intended use of any of the Electronic Media.

M. Violations of Policy

Violations of this policy will be reviewed on a case-by-case basis and may result in discipline up to and including dismissal.

SECTION 25. ANTI-FRATERNIZATION POLICY

A. Purpose

The purpose of this policy is to prevent a conflict of interest or adverse impact on supervision, safety, security, or morale when supervisory employees or coworkers engage in consensual romantic or sexual relationships. Romantic or intimate relationships among employees create serious problems in terms of objective management, an unreasonable possibility of favoritism, conflict of interest, misunderstandings and claims of harassment and/or discrimination.

B. Policy Statement

The City reserves the right to reasonably regulate, for reasons of supervision, safety, security, or morale, the assignment of employees involved in a romantic or sexual relationship within the same department, division, facility or unit. The City discourages, but does not forbid, fraternization between managers or supervisors and subordinate employees or between coworkers.

C. Reporting Requirements

Any employees involved in a romantic or intimate relationship, not necessarily limited to a sexual relationship, are required to immediately report and fully disclose in writing the relevant circumstances to the City Administrator. Failure to report the relationship or disclose material facts may lead to disciplinary action, up to and including termination.

D. City Response

The City will investigate reports to determine if: (1) the relationship creates a conflict of interest, causes disruption, creates a negative or unprofessional work environment, or presents concerns regarding supervision, safety, security or morale; and (2) if there are any reasonable modifications or changes in procedures that can be made to minimize operational concerns.

If a determination is made that the relationship creates operational concerns that cannot be minimized by reasonable modifications or changes in procedure, the City reserves the right to make such employment decisions as it deems necessary to minimize operational concerns, including but not limited to transfer of one or both parties to the relationship, adjusting lines of reporting or communication, and requiring the parties to acknowledge in writing the voluntariness of any such relationship.

In the event that no reasonable modifications or changes in procedure are available, or that any modifications or changes would affect supervision, safety, security, or morale, the City reserves the right to transfer or reassign one of the employees. When the involved employees are coworkers, the wishes of the involved parties will be considered; however, the controlling factor in determining which employee shall be transferred shall be the positive operation, efficiency, and needs of the City. In situations where one of the employees involved in the relationship is a supervisor, the appointing authority shall transfer the supervisory employee from the position of influence over the other party to the relationship. There can be no guarantee that the new position will be within the same classification or at the same salary level.

If an employee does not accept a transfer or reassignment, or in situations where no transfer or reassignment is available, the City may request the voluntary resignation of one of the employees and if one of the employees does not voluntarily resign, the City may move to retain one employee and terminate the other. Factors the City might use in evaluating which employee to retain include, for example, performance, tenure, position within the organization, or other factors deemed relevant by the appointing authority or designee.