AMENDED
City of St. Helena
Regular City Council Meeting
Tuesday, August 8, 2023 @ 6:00 PM
Vintage Hall Board Room - Second Floor
465 Main Street, St. Helena

PLEASE NOTE: Any person who wishes to speak regarding an item on the agenda or make a comment under the "Oral Communication" portion of the agenda may do so, but please observe the time limit of four minutes.

The City Council meeting will be live-streamed on Comcast Channel 28 and on the City's website.

Public comment **for City Council meetings will be accepted via email to publiccomment@cityofsthelena.org. All public comments must be received three hours prior to the meeting. All other public comments received after the deadline will be attached to the item the next business day or soon thereafter. Public comments will not be read out loud but will be publicly available and attached to the on-line City Council agenda.**

The schedule of upcoming meetings and published meeting agendas can be found on the City of St. Helena website at https://sthelena.civicweb.net/portal/.

Simultaneous Spanish interpretation services during meetings can be scheduled upon request. To ensure interpreters are available, requests must be made at least 72 hours in advance by calling the Office of the City Clerk at (707) 968-2640 or emailing cityclerk@cityofsthelena.org**.**
The schedule of upcoming meetings and published meeting agendas can be found on the City of St. Helena website at https://sthelena.civicweb.net/portal/**.**

Servicios de interpretación en español durante la reunión pueden ser solicitados por el público. Para asegurar que los intérpretes estén disponibles, los servicios tienen que ser solicitados al menos 72 horas antes de la reunión llamando a la oficina de la Secretaria de la Ciudad al (707) 968-2640 o por correo electrónico a cityclerk@cityofsthelena.org **.**
El horario de las reuniones publicadas y próximas puede ser localizado en el sitio de web de la Ciudad en https://sthelena.civicweb.net/portal/ **.**

Page

1. CALL TO ORDER

2. ROLL CALL
   Mayor: Paul Dohring, Vice Mayor Eric Hall:, City Council Members: Anna Chouteau, Lester Hardy, Billy Summers

3. PLEDGE OF ALLEGIANCE

4. ADOPTION OF THE AGENDA

5. PUBLIC FORUM:
   Members of the public are entitled to speak on matters of municipal concern not on the agenda during Public Forum. Each person's comments shall be limited to 4 minutes. Each person is entitled to speak on any non-agendized item only once at any meeting. Brief questions by Council Members for clarifications may

be posed and answered, and Council Members may make requests that items be placed on future agendas, but in accordance with state law, no substantive discussion or action may take place unless and until the matter properly appears on the agenda.

Estimated start time: 6:10 p.m

6. REPORTS BY STAFF AND CITY COUNCIL, FUTURE AGENDA ITEMS, AND AB 1234 REPORTS:
Reports by staff and/or Council Members on items of general interest. Brief questions for clarification may be posed and answered, and Council Members may request that items be placed on a future agenda. Except under certain circumstances, the Brown Act prohibits any other discussion or action by the City Council.

Estimated start time: 6:20 p.m

6.1. CC 080823 Item 6 Main St SD Update 9 - 16

7. PRESENTATIONS AND PUBLIC RECOGNITIONS

Estimated start time: 6:25 p.m

7.1. MCE Clean Energy St. Helena City Council Presentation by Dave Garti, Community Development Manager 17 - 32
Presentation

8. STAFF BRIEFING

None

9. CONSENT ITEMS
Members of the Council or the public (present at the meeting) may ask that any items be considered individually for purposes of considering alternative action, for extended discussion, or for public comment. Unless that is done, one motion may be used to adopt all recommended actions. (Roll Call Vote)

Estimated start time: 6:40 p.m

9.1. Consideration and proposed approval of Regular Meeting Minutes of July 25, 2023 33 - 42
07-25-2023 Regular City Council - Minutes

9.2. Consideration and proposed approval of a resolution authorizing the release of unclaimed checks per Section 50053 of the Government Code of the State of California allowing for unclaimed checks held over three years to become the property of the local agency after notice if not claimed and if no verified complaint is filed and served. 43 - 48

CEQA Determination: Not a CEQA project
Prepared By: Mandy Kellogg, Administrative Services Director
Recommendation:
Adopt a Resolution Authorizing the release of unclaimed checks pursuant to California Government Code Section 50050, 50053 and 50055 to the City of St. Helena.

Staff Report - Pdf

9.3. Consideration and adoption of a Resolution: (1) Awarding the R23-79 Pavement Restoration Project to Team Ghilotti in the amount of $1,687,141.00; (2) Authorizing the City Manager to execute the Construction Contract with Team Ghilotti; (3) Authorizing the Director of Public Works to approve Change Orders not to exceed 15% of the contract amount; and (4) Determining the project to be exempt from the requirements of the California Environmental Quality Act (CEQA). 49 - 69

CEQA Determination: Class I Categorical Exemption under Section 15301 of CEQA
Prepared By: Mario Traverso, Public Works Assistant Engineer
Recommendation:
Approve the Resolution

Staff Report - R23-79 Pvmnt Project Contract Award - Pdf

9.4. Approval and authorization for the City Manager to enter into the following contracts as part of the City's *"Excellence in Service Delivery Initiative"* with: (1) Three separate agreements with CivicPlus for the following services: Civic Engage website services, Civic Rec recreation software, and See Click Fix citizen request management software totaling $96,199.08 [$46,132.83 for FY 2023-24 costs,$22,950.00 for FY 2024-25, and $27,116.25 for FY 2025-26] and (2) a Professional Services Agreement with Tripepi Smith for community communications support not-to-exceed $65,000. 71 - 164

CEQA Determination: Not a CEQA project
Prepared By: Lesley Milton, Asst. to the City Manager
Recommendation:
Approve the attached Resolution.

Staff Report - Pdf

9.5. Consideration and adoption of a Resolution: (1) Awarding the St. Helena Sewer Inspection Project City Capital Improvement Project No. S24-01 to APS Environmental in the amount of $318,700.00; (2) Authorizing a budget adjustment of an additional $146,505 to project S24-01; (3) Authorizing the City Manager to execute the Contract with APS Environmental; (4) Authorizing the Director of Public Works to approve Change Orders not to exceed 15% of the contract amount; (5) Determining the project to be exempt from the requirements of the California Environmental Quality Act (CEQA). 165 - 181

CEQA Determination: Not a CEQA project
Prepared By: Mario Traverso, Public Works Assistant Engineer
Recommendation:
Adopt the attached resolution and authorize the execution of a contract with APS environmental and authorize a budget amendment for needed additional funds to complete the CIP project as approved.

Staff Report - Sewer CCTV Contract Award - Pdf

9.6. Consideration and Proposed Approval of a Resolution: (1) Approving the Adoption of the City of St. Helena's 2023 Updated Employee Handbook 183 - 521

Superseding Prior Version(s) of the Handbook; and (2) Repealing and Rescinding any Previous Council Policies or Administrative Memoranda regarding: Employee Computer Loan Program, P-FI-0007 Grant Application and Management Policy, P-FI-0012 City Procurement Card Policy, P-FI-0013 Fraud Policy, P-FI-0014 Accounts Payable Payment Processing Policy, P-FI-0015 Fuel Card Policy, P-FI-0017 Cash Control Policy, and P-FI-0019 Disconnection of Water Service for Non-Payment.

CEQA Determination: Not a CEQA project
Prepared By: April Mitts, Assistant City Manager
Recommendation:
Staff recommends the City Council approve the attached resolution.
Staff Report - Pdf

9.7. Art for "Quick-Build" Traffic Calming Project at the Intersection of Kearney Street and Madrona Avenue. 523 - 527

CEQA Determination: Exempt
Prepared By: Eric Janzen, Assistant Public Works Director
Recommendation:
None. This is an informational item and no Council action is required.
Staff Report - Pdf
Public Comment.Carlotta Sainato

9.8. Consideration and approval of a resolution approving Amendment #5 to the Professional Services Agreement in connection with the project described as Professional Full Costs of Services and Development Impact Fee Study Services with Willdan Financial Services for the amount of $10,300, with a total contract not-to-exceed $131,735, to complete and update the Development Impact Fee Study. 529 - 534

CEQA Determination: Not a CEQA project
Prepared By: Yosselyn Valencia, Finance Manager
Recommendation:
Staff recommends City Council approved the attached resolution.
Staff Report - Pdf

9.9. *UPDATED INFORMATION 08/04/2023 535 - 557
Consideration for City Council approval for the nomination and election of the current Planning Commission Chair to serve a third term as outlined in the City Council Protocol for Committees, Commissions and Boards (Resolution No.2014-45).

CEQA Determination: Not a CEQA project
Prepared By: Xinia Gamero, Permit Technician III
Recommendation:
It is recommended that the City Council approve the attached resolution authorizing election of the current Chair of the Planning Commission (John Ponte) to serve an additional term ending June 2024 as outlined per the City Council Protocol for Committees, Commission and Boards.
Staff Report - Pdf
Public Comment.Daniel Hale

10. PUBLIC HEARINGS

10.1. *NEW ITEM 08/04/2023 559 - 572

Consideration and proposed approval of a Resolution approving the annexation of the properties known as 2175 Palmer Drive, St Helena, CA (APN 009-690-014), into the St. Helena Municipal Sewer District No. 1, MSD Annexation No. 142; 2125 Palmer Drive, St. Helena, CA (APN 009-690-015), into the St. Helena Municipal Sewer District No. 1, MSD Annexation No. 143; 1460 Grayson Avenue, St. Helena, CA (APN 009-340-004), into the St. Helena Municipal Sewer District No. 1, MSD Annexation No. 143; 1644 Grayson Avenue, St. Helena, CA (APN 009-280-024), into the St. Helena Municipal Sewer District No. 1, MSD Annexation No. 144.

CEQA Determination: Not a CEQA project
Prepared By: Mario Traverso, Public Works Assistant Engineer
Recommendation:
It is recommended the City Council adopt a Resolution approving the annexation of the territories into the St Helena Municipal Sewer District No. 1 MSD.

Staff Report - Pdf
Presentation

11. OLD BUSINESS

11.1. Proposed Updated Loan to Our Town St. Helena ("OTSH") for 5-unit affordable housing development at 963 Pope Street. 573 - 580

Estimated start time: 6:50 p.m

CEQA Determination: Not a CEQA project
Prepared By: April Mitts, Assistant City Manager
Recommendation:
Approve the attached Resolution.

Staff Report - Pdf

12. NEW BUSINESS

12.1. Consideration and proposed approval of a pilot Mural Permit Application and Public Art Donation and Installation Policy. 581 - 622

CEQA Determination: Not a CEQA project
Prepared By: Dave Jahns, Parks & Recreation Director
Recommendation:
Staff recommends City Council adopt a resolution allowing for the implementation of a pilot Mural Permit Application and Public Art Donation and Installation Policy.

Staff Report - Pdf
Public Comment.Blue Zones Project
Presentation

13. CITY COUNCIL REPORTS:

13.1. A. Association of Bay Area Governments (ABAG) - Executive Board

B. Association of Bay Area Governments (ABAG) - General Assembly

C. Napa Valley Tourism Corporation (Umbrella for Napa County)

D. League of California Cities – North Bay Division

E. Napa County City Selection Committee

F. Napa County Flood Control and Water Conservation District

G. Youth Opportunities Commission

H. Napa County Local Agency Formation Commission (LAFCO)

I. Napa Valley Transportation Authority (NVTA)

J. Napa County Watershed Information Center & Conservancy (WICC)

K. Upper Valley Waste Management Agency

L. Napa County Groundwater Sustainability Plan Advisory Committee

M. Napa County Regional Climate Action Committee

N. Council Ad Hoc and Standing Committee Reports

14. ADJOURNMENT

The next Regular City Council meeting is scheduled for August 22, 2023, at 6:00 p.m.

This agenda was posted at City Hall, 1088 College Avenue, and at Vintage Hall, 465 Main Street, St. Helena, California on August 4, 2023. Republished August 4, 2023 at 4:30 pm

Cindy Tzafopoulos

Cindy Tzafopoulos, City Clerk

In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please call the City Clerk's Office (707) 967-2792. Notification 72 hours prior to the meeting as required by Section 202 of the Americans with Disabilities Act will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

CHALLENGING DECISIONS OF CITY ENTITIES

The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City of St. Helena is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period

is specified by any other provision, including without limitation Government Code section 65009 applicable to many land use and zoning decisions, Government Code section 66499.37 applicable to the Subdivision Map Act, and Public Resources Code section 21167 applicable to the California Environmental Quality Act (CEQA). Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. Government Code section 65009 and 66499.37, and Public Resources Code section 21167, impose shorter limitations periods and requirements, including timely service in addition to filing.

If a person wishes to challenge the above actions in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of St. Helena, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

SUPPLEMENTAL MATERIAL RECEIVED AFTER THE POSTING OF THE AGENDA

Any supplemental writings or documents distributed to a majority of the City Council regarding any item on this Agenda, after the posting of the Agenda, will be available for public review in the City Clerk's Office located at 1088 College Avenue, St. Helena, California, during normal business hours and by appointment. In addition, such writings or documents will be made available on the City's web site at https://sthelena.civicweb.net and will be available for public review at the respective meeting.

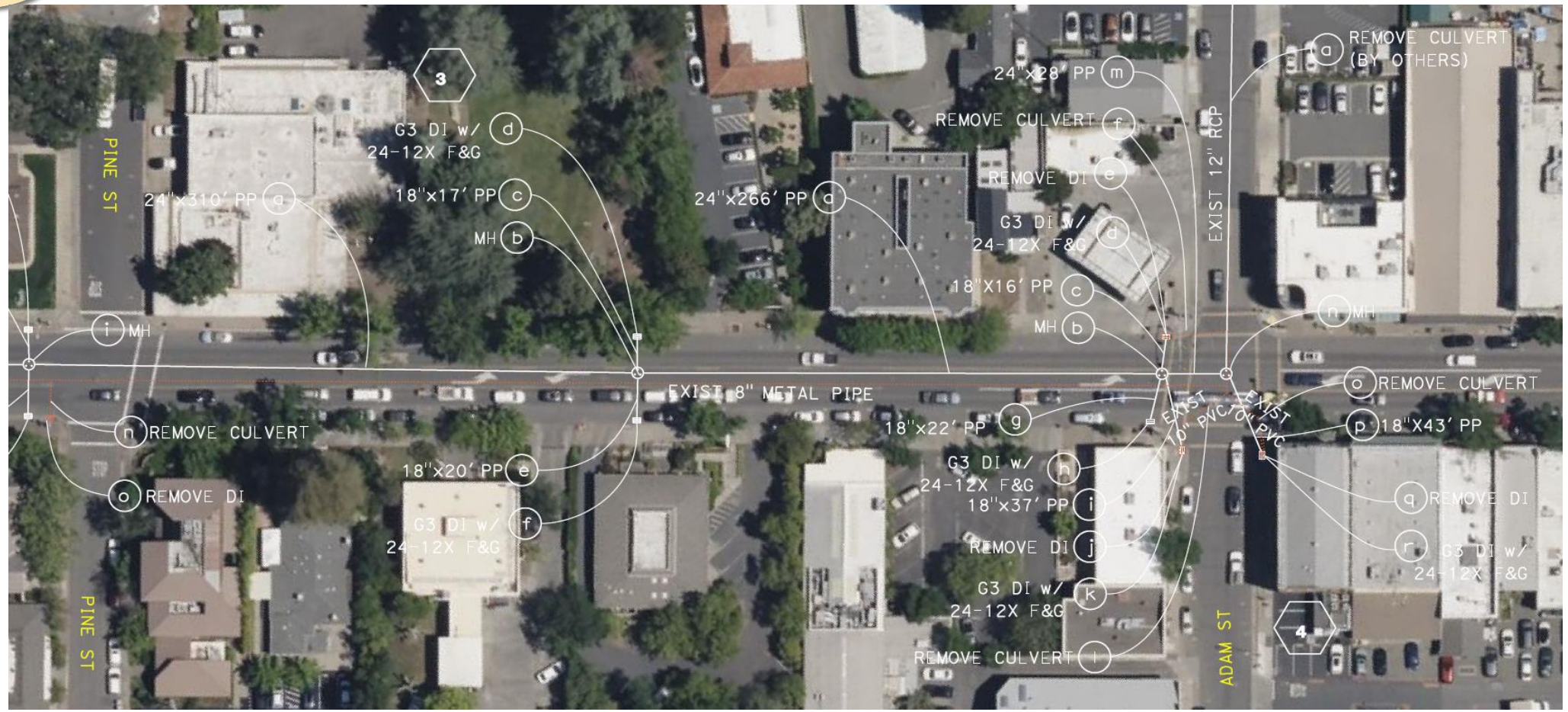
City Council
August 8, 2023
Agenda Item 6 – Public Works Update
Proposed Caltrans
Drainage Improvements:
Highway 29: Madrona Ave. to Adams St.

Joe Leach, PE, Director of Public Works

DRAFT
ROUTE 29/MAIN ST
RAILROAD AVE
FULTON LN
MADRONA AVE
PINE ST
ADAM ST
DRAINAGE PLAN
NO SCALE
STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
Caltrans
FUNCTIONAL SUPERVISOR
CALCULATED-DESIGNED BY
CHECKED BY
REVISED BY
DATE REVISED
Dist 04
COUNTY NAP
LOCATION CODE 29
POST MILES TOTAL PROJECT 28.43/28.94
SHEET No.
TOTAL SHEETS
REGISTERED CIVIL ENGINEER DATE
PLANS APPROVAL DATE
THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.
REGISTERED PROFESSIONAL ENGINEER
No.
EXP. CIVIL
STATE OF CALIFORNIA
BORDER LAST REVISED 7/2/2010
USERNAME => s131574
DGN FILE => 3Y3104 Nap-29 St. Helena drainage plan 2023 06 09.dgn
RELATIVE BORDER SCALE IS IN INCHES
0 1 2 3
UNIT 0000
PROJECT NUMBER & PHASE 0400000000
LAST REVISION
DATE PLOTTED => 9-JUN-2023
TIME PLOTTED => 13:13
06-09-23

Location – Madrona Ave to Pine St

Location – Pine St to Adams St



Project Details

- New 24” pipe to be constructed in the center turn lane.
- Replaces the existing 8” pipe.
- Construct 9 New Manholes; construct/replace 13 New Drainage Inlets.
- Downstream connection at existing 12” City-owned pipe in Adams.
- Future connection to larger Oak Ave pipeline.

Key Points

- Caltrans project on State Route 29/Main Street.
- Classified as “Emergency Work” due to the localized flooding last year.
- Project funding requires completion by October 15, 2023.
- Proposing to start construction late August.
- 45 Days to complete.
- ***Currently proposed as daytime construction.***
- ***Detours will be needed.***
- City Staff continuing coordination with Caltrans:
  - alternative work hours (i.e. nighttime)
  - mitigating impacts to school traffic, downtown business operations, commercial truck circulation, etc.
  - protect existing City infrastructure

Caltrans Contact

Yets Jangid, PE
Program Advisor, Drainage (SHOPP-151 & HM-251)
Caltrans District 4 – Office of Asset Management
Cell: (510) 715-6369
yetendra.jangid@dot.ca.gov

Questions/Comments

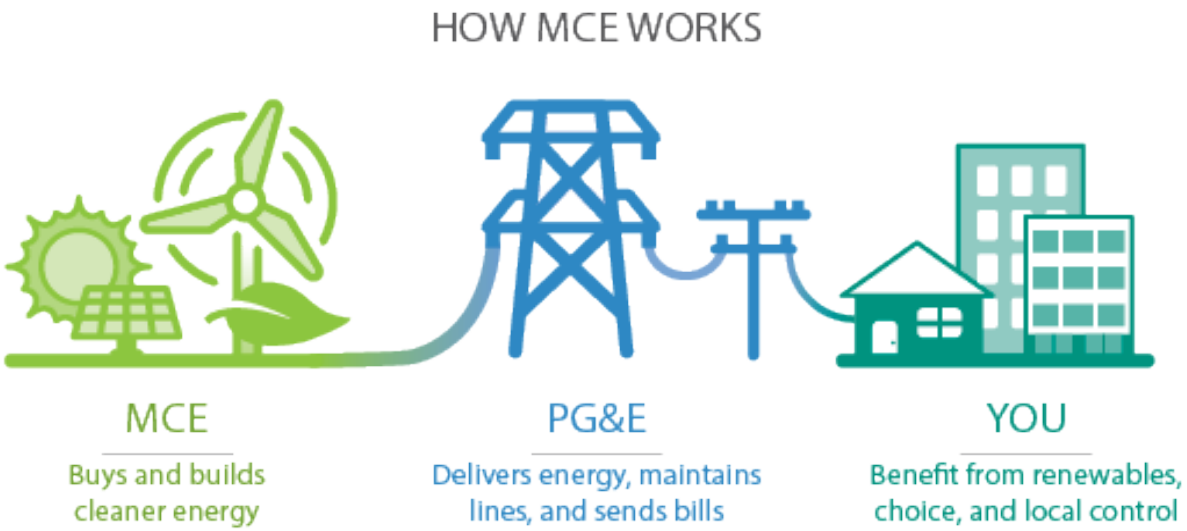
MCE Empowering Our Clean Energy Future

CONTRA COSTA | MARIN | NAPA | SOLANO

MCE

St. Helena City Council Presentation – 8/8/2023

How Electric Service Works



Not-for-Profit Public Agency

33 Board Members. Elected officials. No tax dollars.

Understanding MCE Rates

- **MCE sets rates for electricity generation only.** MCE **does not** set rates for electric delivery, or natural gas.
- MCE typically sets its rates once a year.
- MCE's rates are released to the public with a 30-day review and comment period. **All rate changes are reviewed publicly by MCE's Board of Directors and approved in a voting meeting.**

MCE & St. Helena: Customer Highlights

- **Over 3,200 accounts served by MCE – 92.5% Participation Rate**
- **Over 6,500** Metric Tons of CO_2 reduced to date through MCE electricity generation
- **Municipal accounts opted up to Deep Green in 2019**
- **10.3% of accounts overall participating in Deep Green**

MCE Empowering Our Clean Energy Future

CONTRA COSTA | MARIN | NAPA | SOLANO

Community Focus: City of St. Helena

Program Highlights

- Over $**77,000** received from **Energy Sustainability** programs
- **6 EV Ports** installed

Community Engagement and Sponsorships

- Sponsor of UpValley Family Centers
- Participated in the Napa Climate Summit
- Member of St. Helena Chamber of Commerce
- Napa Green Regeneration Sponsor

Key Customer Engagement Highlights

- **Napa RISE** ‘23 and **Napa THRIVES** ‘22 Sponsorship: Tabling, Panels, and Talks
    - MCE winery engagement Video for RISE 2023
- Napa Green + Deep Green signs along St. Helena Highway
- Press release: Trinchero Family Estates 2017 Press Release - Deep Green choice

Community Focus: City of St Helena

Partnership Opportunities with St. Helena

- Energy Efficiency Programs for Commercial and Industrial Customers
- Facilitating Climate Action Planning
  - Regular Meetings with City Staff
  - Information Sharing
  - Grant Funding Opportunities
- Community Engagement and Outreach
  - Back to School
  - Farmworker Foundation
  - Presentation to Active Transportation and Sustainability Committee

Local Renewable Energy Projects

22 Projects

48 MW

19 MW FIT
13 MW FIT+
16 MW PPA

42 MW solar
6 MW bioenergy

The Power of MCE

700K metric tons of GHGs eliminated since 2010

60% renewable since 2017, **100%** renewable default

95% carbon-free by 2023

$214 M reinvested in MCE communities since 2010

$2.4 B committed to building new CA renewable projects

48 MW of new renewable projects built in our service area

2.8 M labor hours supported

6,000 jobs created

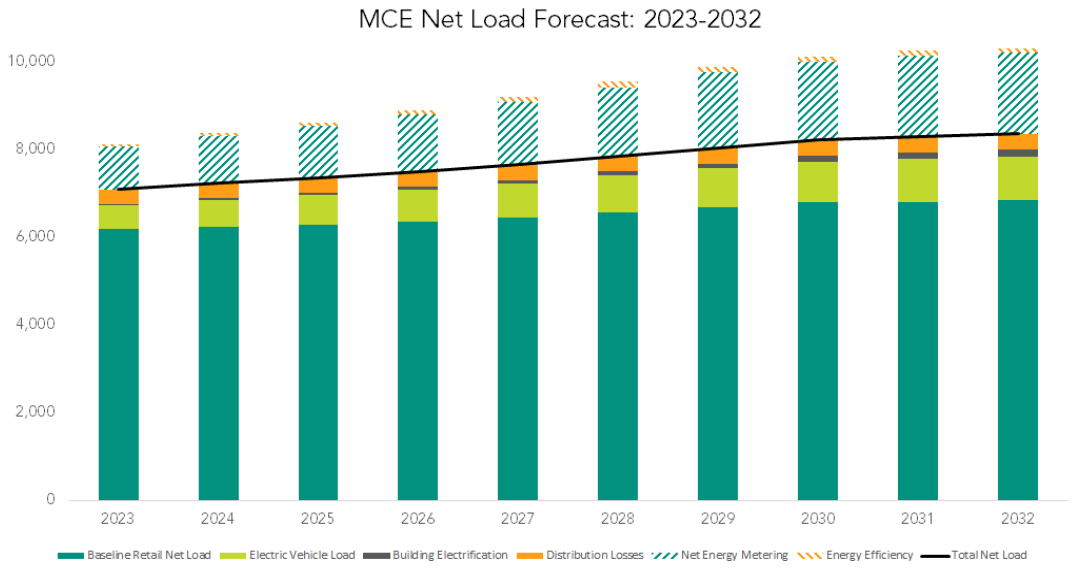
Thank You!

Dave Garti
Community Development Manager
info@mceCleanEnergy.org

Appendix

Power Purchasing

- Annual assessment of energy needs
- Meeting state mandates for 118% of peak load
- Focusing on clean resources



Long-term forecasting ensures proper planning

Forecasting Energy Demand

- Load Serving Entities, like MCE and PG&E, **forecast electricity demand years in advance**
- On an annual basis, MCE **posts our Operational Integrated Resource Plan (OIRP)**, which documents MCE's load and electric procurement resource objectives over a ten year planning period
- **Current planning period:** 2023 - 2032

MCE Empowering Our Clean Energy Future
CONTRA COSTA | MARIN | NAPA | SOLANO

Power Purchasing: Authoritative Bodies

- **<u>California Energy Commission (CEC)</u>:**
  - MCE must submit periodic load forecasts to the CEC. The CEC takes MCE's monthly peak demand estimates and adjusts values based on the California system peak demand.
- **<u>California Public Utilities Commission (CPUC)</u>:**
  - The CPUC receives adjusted peak demand data from the CEC and annually provides MCE with its monthly Resource Adequacy (RA) requirements.
- **<u>California Independent System Operator (CAISO)</u>:**
  - The CAISO develops RA requirements for the entire California system, including local areas, on an annual basis.

Infrastructure Planning

Image Source: California Independent Systems Operator

- **CAISO conducts annual transmission planning process to identify potential system limitations and areas that need reinforcements over a 10-year horizon.**
- *"The annual planning process, set out in CAISO's federal tariff, provides for the approval of new transmission infrastructure and triggers permitting and construction activities."*
- Plan is closely coordinated with CPUC and CEC.

Source: https://www.caiso.com/about/Pages/Blog/Posts/2021-22-Transmission-Plan-approved-by-ISO-Board.aspx

MINUTES
City of St. Helena
Regular City Council Meeting
Tuesday, July 25, 2023 @ 6:00 PM
Vintage Hall Board Room - Second Floor
465 Main Street, St. Helena

A complete video recording of this meeting, except for closed session, can be found at https://sthelena.civicweb.net/Portal/ or by calling the City Clerk at (707) 968-2742. The City Council video is the official record of the Council meeting.

Present: Mayor Paul Dohring, Vice Mayor Eric Hall, Council Member Anna Chouteau, Council Member Lester Hardy, and Council Member Billy Summers

Absent: None

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. ADOPTION OF THE AGENDA

4.1

Vice Mayor Eric Hall moved to approve the agenda as presented. The motion was seconded by Council Member Lester Hardy and on roll call carried by the following vote:

AYES: Mayor Paul Dohring, Vice Mayor Eric Hall, Council Member Anna Chouteau, Council Member Lester Hardy, and Council Member Billy Summers
NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None

5. PUBLIC FORUM:

There was no public comment.

6. REPORTS BY STAFF AND CITY COUNCIL, FUTURE AGENDA ITEMS, and AB 1234 REPORTS:

Reports were made by staff and the City Council.

City Attorney Ethan Walsh noted there was no reportable action from the July 25,

2023 special City Council closed session meeting.

7. PRESENTATIONS AND PUBLIC RECOGNITIONS

7.1 National Parks and Recreation Month July 2023 Proclamation

Estimated start time: 6:25 p.m.

8. STAFF BRIEFING

8.1 Emergency preparedness - John Sorensen, Fire Chief

Estimated start time: 6:30 p.m.

9. CONSENT ITEMS

Members of the Council or the public may ask that any items be considered individually for purposes of considering alternative action, for extended discussion, or for public comment. Unless that is done, one motion may be used to adopt all recommended actions. (Roll Call Vote)

9.1 Consideration and proposed approval of Regular and Special Meeting Minutes of:

10-26-2022 Special Joint City Council and Planning Commission Minutes
11-16-2022 Special Joint City Council and Planning Commission Meeting - Minutes
11-22-22 Regular City Council - Minutes
12-07-2022 Special City Council Minutes
12-07-2022 Special Joint City Council and Planning Commission Minutes
12-13-2022 Regular City Council - Minutes
01-06-2023 Special City Council - Minutes
01-10-2023 Regular City Council - Minutes
01-23-2023 Special City Council - Minutes
01-24-2023 Regular City Council - Minutes
02-14-2023 Regular City Council - Minutes
02-28-2023 Regular City Council - Minutes
03-14-2023 Regular City Council - Minutes
03-28-2023 Regular City Council - Minutes
04-11-2023 Regular City Council - Minutes
04-25-2023 Regular City Council - Minutes
04-25-2023 Special City Council - Minutes
05-01-2023 Special City Council - Minutes
05-09-2023 Regular City Council - Minutes
05-10-2023 Special Joint City Council and Planning Commission Meeting - Minutes
05-17-2023 Special City Council - Minutes
05-23-2023 Regular City Council - Minutes
06-13-2023 Regular City Council - Minutes
06-26-2023 Special City Council - Minutes
06-27-2023 Regular City Council - Minutes
06-27-2023 Special City Council - Minutes

to approve Consent items # through #.

9.2 Consideration of Resolution Approving Marketing and Promotional Services Agreement in the amount of $175,000 per year between the City of St. Helena and the St. Helena Chamber of Commerce for FY 2023-24 and 2024-25.

CEQA Determination: Not a CEQA project
Prepared By: Mandy Kellogg, Administrative Services Director
Recommendation:
Adopt the attached Resolution approving Promotional Services Agreement with St. Helena Chamber of Commerce for FY 2023-24 and 2024-25.

9.3 Consideration and proposed approval of a resolution approving the Cannabis Tax Fund Grant Program (CTFGP)

CEQA Determination: Approval of resolution not a “project” as defined in Section 15378(a) of State CEQA Guidelines. Even if determined to be a “project” subject to CEQA, action is exempt under the common sense exemption set forth in Section 15061(b)(3).
Prepared By: Chris Hartley, Chief of Police
Recommendation:
Recommend acceptance of the Cannabis Tax Fund Grant in the amount of $146,419.00.

9.4 June 2023 Review and Forecasting of City Water Supply Availability

CEQA Determination: Exempt
Prepared By: Ian Dale, Environmental Services Tech
Recommendation:
Receive and File.

9.5 Consideration and proposed approval of a resolution authorizing:1. Flying the Italian flag on the City's ceremonial flagpole during the month of October 2023 for Italian Heritage Month; and 2. All fees are waived for the encroachment permit and Lyman Park Gazebo reservation for the Festa Italiana community celebration to be held on October 7, 2023, from 12:00 pm to 5:00 pm; and 3. Authorizing temporary street parking closure on the westside of Railroad Avenue from the Fire House to the end of Lyman Park and the public parking lot between Lyman Park and the Fire House for Festa Italiana event on October 7, 2023, from 12:00 pm to 5:00 pm; and 4. Approval of mobile food truck(s) to be parked on Railroad Avenue in the street closure area and wine and beer vendors in Lyman Park during the Festa Italiana event.

CEQA Determination: Not a CEQA project
Prepared By: Chantel Delay, Administrative Assistant
Recommendation:
Staff recommends City Council adopt the attached Resolution.

9.6 Consideration and proposed approval of a Resolution approving out-of-state travel for Library Assistant Clara Ibarra to attend the Guadalajara International Book Fair in Guadalajara, Mexico from November 24–27, 2023

CEQA Determination: Not a CEQA project
Prepared By: Chris Kreiden, Library Director
Recommendation:
Approve the attached resolution authorizing out-of-state travel for Library Assistant Clara Ibarra to attend the Guadalajara International Book Fair in Guadalajara, Mexico from November 24-27, 2023.

9.7 A Resolution of the City of St. Helena City Council authorizing the City Manager to execute Amendment No. 5 to STH Contract: FY 2019-075 in the amount of $122,000 to the Professional Services Agreement with BKF for the Main Street St. Helena Pedestrian Improvements Project, for a total not-to-exceed of $1,045,600 and authorizing a budget increase of $122,000 to design in CIP Project R18-81 with funding allocated from Fund 240.

CEQA Determination: Exempt
Prepared By: Eric Janzen, Assistant Public Works Director
Recommendation:
Approve Resolution.

9.8 Proposed Approval of a Resolution Adopting and Approving Publicly Available Pay Schedule in Accordance with the Requirement of California Code of Regulations, Title 2, Section 570.5, for the St. Helena Professional Firefighters (SHPFA) Member Classifications.

CEQA Determination: Not a CEQA project
Prepared By: Mandy Kellogg, Administrative Services Director
Recommendation:
Staff recommends approval the attached resolution.

9.9 Proposed Approval of a Resolution (1) Adopting and Approving Publicly Available Pay Schedule in Accordance with the Requirement of California Code of Regulations, Title 2, Section 570.5, for members covered under the Unrepresented Compensation Program and (2) Approving a Pay for Performance Plan.

CEQA Determination: Not a CEQA project
Prepared By: Lesley Milton, Asst. to the City Manager, Mandy Kellogg, Administrative Services Director
Recommendation:
Staff recommends approval of the attached resolution.

9.10 Proposed approval of a resolution Adopting and Approving the Publicly Available Pay Schedule in Accordance with the Requirement of California Code of Regulations, Title 2, Section 570.5, for the St. Helena Employees

Association (SHEA).

CEQA Determination: Not a CEQA project
Prepared By: Mandy Kellogg, Administrative Services Director
Recommendation:
Staff recommends approval the attached resolution.

9.11 Proposed Approval of a Resolution (1) Memorializing an Agreement to the Memorandum of Understanding Between the City of St. Helena and the Police Officers' Association (POA) for a Three-year Contract Commencing on July 1, 2022 and Expiring on June 30, 2025 and (2) Adopting and Approving Publicly Available Pay Schedule in Accordance with the Requirement of California Code of Regulations, Title 2, Section 570.5, for the Police Officers' Association Member Classifications.

CEQA Determination: Not a CEQA project
Prepared By: Mandy Kellogg, Administrative Services Director
Recommendation:
Staff recommends approval the attached resolution.

9.12 Item 9.12 was pulled from consent.

~~Consideration and Proposed Approval of a Resolution: 1) Rescinding Resolution 2014-45 Protocol for Committees, Commissions and Boards; and 2) Rescinding Resolution 2022-72 Amending Council Rules of Procedure and Standards of Conduct; and 3) Combining and Reestablishing both the Rules of Procedure for the Conduct of Meetings for City Council, Boards, Committees and Commissions and Standards of Conduct~~

9.13 Consideration and approval of a resolution approving Amendment #4 to the Professional Services Agreement in connection with the project described as Professional User Fee Study Services with Willdan Financial Services for the amount of $13,000, with a total contract not-to-exceed $121,435, to complete and update the User Fee Study.

CEQA Determination: Not a CEQA project
Prepared By: Yosselyn Valencia, Finance Manager
Recommendation:
Staff recommends City Council approve the attached resolution.

9.14 Item 9.14 was pulled from consent.

~~Consideration and adoption of a Resolution: (1) Awarding the Emergency Back-Up Power Project to CD & Power in the amount of $1,946,637.85; (2) Authorizing the City Manager to execute the Construction Contract with CD & Power; (3) Authorizing the Director of Public Works to approve Change Orders not to exceed 10% of the contract amount; (4) Determining the project to be exempt from the requirements of the California Environmental Quality Act~~

~~(CEQA).~~

9.15 Receive report and consider adoption of Resolution to declare the end of the Phase I Water Emergency retroactively effective on July 1, 2023.

CEQA Determination: Exempt
Prepared By: Joseph Leach, Public Works Director and City Engineer
Recommendation:
Adopt the attached resolution.

Council Member Anna Chouteau moved to adopt consent items 9.1 through 9.11, 9.13 and 9.15. The motion was seconded by Council Member Summers. Council Member Chouteau amended her motion to pull item 9.14 from consent, and Council Member Summers agreed. On roll call carried by the following vote:

AYES: Mayor Paul Dohring, Vice Mayor Eric Hall, Council Member Anna Chouteau, Council Member Lester Hardy, and Council Member Billy Summers
NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None

9.12 Consideration and Proposed Approval of a Resolution: 1) Rescinding Resolution 2014-45 Protocol for Committees, Commissions and Boards; and 2) Rescinding Resolution 2022-72 Amending Council Rules of Procedure and Standards of Conduct; and 3) Combining and Reestablishing both the Rules of Procedure for the Conduct of Meetings for City Council, Boards, Committees and Commissions and Standards of Conduct

CEQA Determination: Not a CEQA project
Prepared By: Cindy Tzafopoulos, City Clerk
Recommendation:
Staff recommends approval of the attached resolution

No public comment was received.

Council Member Anna Chouteau moved to continue this item for the subcommittee (Mayor Dohring and Council Member Hardy) to further review the following areas:

1. Timing of public comment when there is a large number of citizens wanting to provide public comment.
2. What is the number of absences that accounts for being excessive.
3. Item 3.2 "Advocacy" when a Council Member is speaking on their own behalf.

The motion was seconded by Vice Mayor Eric Hall and on roll call carried by the following vote:

AYES: Mayor Paul Dohring, Vice Mayor Eric Hall, Council Member Anna Chouteau, Council Member Lester Hardy, and Council Member Billy Summers
NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None

9.14 Consideration and adoption of a Resolution: (1) Awarding the Emergency Back-Up Power Project to CD & Power in the amount of $1,946,637.85; (2) Authorizing the City Manager to execute the Construction Contract with CD & Power; (3) Authorizing the Director of Public Works to approve Change Orders not to exceed 10% of the contract amount; (4) Determining the project to be exempt from the requirements of the California Environmental Quality Act (CEQA).

CEQA Determination: Not a CEQA project
Prepared By: Mario Traverso, Public Works Assistant Engineer
Recommendation:
Adopt the attached resolution.

No public comment was received.

Joe Leach, Public Works Director and Mandy Kellogg, Admin. Services Director reported on this item.

Council Member Anna Chouteau moved to approve item 9.14. The motion was seconded by Vice Mayor Eric Hall and on roll call carried by the following vote:

AYES: Mayor Paul Dohring, Vice Mayor Eric Hall, Council Member Anna Chouteau, Council Member Lester Hardy, and Council Member Billy Summers
NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None

10. PUBLIC HEARINGS

None

11. OLD BUSINESS

11.1 Discussion and Direction Regarding 2024 Ballot Measure and Consideration and Proposed Approval of a Resolution Approving two Professional Services Agreements: (1) Fairbank, Maslin, Maullin, Metz & Associates (FM3) for Opinion Research Services for an amount not-to-exceed $32,250.00 and (2)

TeamCivX for Electoral Feasibility of a Revenue Measure or Measures for the Ballot for an amount not-to-exceed $25,000.00.

Estimated start time: 6:50 p.m.

CEQA Determination: Not a CEQA project
Prepared By: April Mitts, Assistant City Manager
Recommendation:
Discussion and Direction Regarding 2024 Ballot Measure and approval of attached Resolution.

Anil Comelo, City Manager reported on this item.

No public comment was received.

While no vote was taken on the following, there appeared to be consensus of the City Council for the following:

1. Target revenue amount is $6 million.
2. Initiatives to Consider
    - March 2024 – GO Bond amount TBD based on opinion research
    - November 2024 – Charter City and Real Property Transfer Tax
3. Real Property Transfer Tax – Permanent

Staff will return to City Council at a future date with specific actionable actions on the above items.

City Council appointed an Ad Hoc Committee to work with staff and consultants to address various issues related to the proposed ballot measure Vice Mayor Hall and Council Member Summers agreed to serve on the committee.

Council Member Lester Hardy moved to approve a resolution approving two Professional Services Agreements: (1) Fairbank, Maslin, Maullin, Metz & Associates (FM3) for Opinion Research Services for an amount not-to-exceed $32,250.00 and (2) TeamCivX for Electoral Feasibility of a Revenue Measure or Measures for the Ballot for an amount not-to-exceed $25,000.00. The motion was seconded by Council Member Billy Summers and on roll call carried by the following vote:

AYES: Mayor Paul Dohring, Council Member Anna Chouteau, Council Member Lester Hardy, and Council Member Billy Summers
NOES: Vice Mayor Eric Hall
ABSENT: None
ABSTAIN: None

RECUSE: None

12. NEW BUSINESS

None

13. CITY COUNCIL REPORTS:

13.1 A. Association of Bay Area Governments (ABAG) - Executive Board

B. Association of Bay Area Governments (ABAG) - General Assembly

C. Napa Valley Tourism Corporation (Umbrella for Napa County)

D. League of California Cities – North Bay Division

E. Napa County City Selection Committee

F. Napa County Flood Control and Water Conservation District

G. Youth Opportunities Commission

H. Napa County Local Agency Formation Commission (LAFCO)

I. Napa Valley Transportation Authority (NVTA)

J. Napa County Watershed Information Center & Conservancy (WICC)

K. Upper Valley Waste Management Agency

L. Napa County Groundwater Sustainability Plan Advisory Committee

M. Napa County Regional Climate Action Committee

N. Council Ad Hoc and Standing Committee Reports

Reports were made by the City Council.

14. ADJOURNMENT

Mayor Dohring adjourned the meeting at 7:47 p.m.

APPROVED: **ATTEST:**

Paul Jamison Dohring, Mayor

Cindy Tzafopoulos, City Clerk

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Finance

DATE:	August 8, 2023
FROM:	Mandy Kellogg, Administrative Services Director
SUBJECT:	Consideration and proposed approval of a resolution authorizing the release of unclaimed checks per Section 50053 of the Government Code of the State of California allowing for unclaimed checks held over three years to become the property of the local agency after notice if not claimed and if no verified complaint is filed and served.
RECOMMENDED ACTION:	Adopt a Resolution Authorizing the release of unclaimed checks pursuant to California Government Code Section 50050, 50053 and 50055 to the City of St. Helena.
PREVIOUS COUNCIL ACTION:	None
STATEMENT OF THE PURPOSE:	To provide the proper mechanism to take possession of longstanding unclaimed checks in accordance with government statutes and to ensure the propriety of the related accounting transactions.
FINANCIAL IMPACT:	Unclaimed checks will result in fund balance increases totaling $5,846.75, which takes into consideration publication costs. The increase in fund balance is spread between various funds as noted in the discussion section.

BACKGROUND:

Section 50053 of the Government Code of the State of California allows for unclaimed checks which have been held over three (3) years to become the property of the local agency after notice if not claimed and if no verified complaint is filed and served. Section 50050 of the California Government Code outlines the notification process for escheating unclaimed checks, and Section 50052 describes the claiming process. Attached is a listing of all outstanding checks that meet this criteria. Section 50055 authorizes the transfer without publication of checks under $15.00.

DISCUSSION:

The City staff initiated action to print the required notifications in the local newspaper. The ad ran in the St. Helena Star on Friday June 16, 2023 for two consecutive weeks.

The City received 8 claims on the outstanding checks for a total of $1,294.85.

Unclaimed checks resulted in the following increases to funds:

Fund	Description	Amount
101	General Fund	$3,661.96*
224	Public Safety (Cops)	$35.00
286	Bocce Ball	$1,357.65
380	Friends & Foundation	$430.00
561	Water Enterprise	$168.61
571	Wastewater Enterprise	$193.53

*This increase has been offset by publication costs of $1,103.50 which has been deducted from the General Fund increase.

DOCUMENTS ATTACHMENTS:

Attachment 1 - Escheat Checks by Fund
Attachment No. 2 - Resolution

Attachment 1

ESCHEAT CHECKS BY FUND

Fund/Check No.		Check Date	Clear Date	System	Vendor/Employee No.	Vendor/Employee Name	Amount
97336		03/16/2017	Uncleared	AP	/LSCHMID	Schmidt Lana	53.54
97340		03/16/2017	Uncleared	AP	/MHUNGLE	Hungler Marie	53.54
97747		04/20/2017	Uncleared	AP	/LSCHMID	Schmidt Lana	26.77
97915		05/18/2017	Uncleared	AP	/JHERDEL	Herdell Joe	50.00
97982		05/18/2017	Uncleared	AP	PARADISE	Paradise Pool	1,000.00
98059		05/30/2017	Uncleared	AP	/LSCHMID	Schmidt Lana	26.77
98080		05/30/2017	Uncleared	AP	/TWOHEY	Twohey Kevin	365.00
98297		06/16/2017	Uncleared	AP	/LSCHMID	Schmidt Lana	26.77
98843		08/16/2017	Uncleared	AP	/JBAUTIS	Bautisa Jorge	50.00
99225		09/20/2017	Uncleared	AP	/HBURDIC	Burdick Helen	26.77
99701		11/08/2017	Uncleared	AP	TARGETSU	Target Supplies	128.46
100287		01/17/2018	Uncleared	AP	/BJONES	Jones Bobbie	29.19
100353		01/18/2018	Uncleared	AP	CCUG	California CLETS User Group	75.00
100676		02/14/2018	Uncleared	AP	/MERRIMA	Merriman Michael	29.19
100914		03/14/2018	Uncleared	AP	ATTCA	AT & T California	200.00
101654		05/22/2018	Uncleared	AP	/DVIERHE	Vierheller Doris	29.19
101873		06/18/2018	Uncleared	AP	/DVIERHE	Vierheller Doris	29.19
102259		07/25/2018	Uncleared	AP	/DVIERHE	Vierheller Doris	29.19
102533		08/15/2018	Uncleared	AP	/DVIERHE	Vierheller Doris	29.19
102878		09/19/2018	Uncleared	AP	/DVIERHE	Vierheller Doris	29.19
103288		10/23/2018	Uncleared	AP	/DVIERHE	Vierheller Doris	29.19
103475		11/14/2018	Uncleared	AP	/DVIERHE	Vierheller Doris	29.19
103608		12/06/2018	Uncleared	AP	SOLORIO	Solorio Eusbaldo	200.00
104381		02/13/2019	Uncleared	AP	/DVIERHE	Vierheller Doris	14.91
104686		03/19/2019	Uncleared	AP	/DMOSLER	Mosler Doris	14.91
105168		05/01/2019	Uncleared	AP	BELKORP	Belkorp	37.45
105306		05/16/2019	Uncleared	AP	/MHUNGLE	Hungler Marie	14.91
105820		06/27/2019	Uncleared	AP	DMARSHAL	Marshall Devon	16.69
105942		07/19/2019	Uncleared	AP	/ABOGGS	Boggs Anna	35.41
105976		07/19/2019	Uncleared	AP	/WHAMPTO	Hampton Wade	14.91
106350		08/16/2019	Uncleared	AP	UB*00042	Vence Thomas	14.91
106665		09/24/2019	Uncleared	AP	/PSCHROE	Schroeder Pamela	14.91
106669		09/24/2019	Uncleared	AP	/DVIERHE	Vierheller Doris	14.91
106696		09/24/2019	Uncleared	AP	/PSCHROE	Schroeder Pamela	14.91
106700		09/24/2019	Uncleared	AP	/DVIERHE	Vierheller Doris	14.91
106852		10/09/2019	Uncleared	AP	HAINES	Haines & Company, Inc.	283.72
107035		10/24/2019	Uncleared	AP	SAN55	Santa Rosa Uniform-Career	268.03
108214		02/27/2020	Uncleared	AP	RWEEKS	Weeks Reid	119.71
108362		03/10/2020	Uncleared	AP	/JLENCH	Lenchner Judith	3.70
101127		03/28/2018	Uncleared	AP	/MJIMIN	Jiminez Matthew	79.83
101132		03/28/2018	Uncleared	AP	/SHANNA	Hanna Sean	81.40
102059		07/05/2018	Uncleared	AP	/SHARRIS	Harrison Stu	350.00
103400		11/01/2018	Uncleared	AP	/SHARRIS	Harrison Stu	450.00
105594		06/12/2019	Uncleared	AP	LIGHTSAB	Lightsaber Promotions	240.00
108757		04/14/2020	Uncleared	AP	AHARDIN	Hardin Alicia	60.00
108778		04/14/2020	Uncleared	AP	KSJORDAL	Sjordal Katie	60.00
101	**General Fund**					**Fund 101 Total:**	**$ 4,765.46**
108060		02/14/2020	Uncleared	AP	CCUG	California CLETS User Group	35.00
224	**Public Safety (COPS)**					**Fund 224 Total:**	**$ 35.00**
106563		09/18/2019	Uncleared	AP	/DSMOKE	Deep Smoke Napa	1,357.65
286	**Bocce Ball**					**Fund 286 Total:**	**$ 1,357.65**
107037		10/24/2019	Uncleared	AP	SBRIDGE	Southbridge Napa Valley	66.35
290	**Tourist Improvement District**					**Fund 290 Total:**	**$ 66.35**

112255	06/09/2021	Uncleared	AP	MAGICAL	Magical Moonshine Theatre	430.00
380	**Friends and Foundation**				**Fund 380 Total:**	**$ 430.00**
100571	02/01/2018	Uncleared	AP	UB*00334	Thomas Tabatha	46.30
102315	07/26/2018	Uncleared	AP	UB*00354	DeCrescenzo Victoria	60.00
103513	11/15/2018	Uncleared	AP	UB*00376	Montoro Deanna	0.75
103515	11/15/2018	Uncleared	AP	UB*00378	Nester Stacey	60.00
104015	01/04/2019	Uncleared	AP	UB*00385	Ratterree Kerry	0.12
104587	03/06/2019	Uncleared	AP	UB*00392	Davis Dorian	1.44
561	**Water Enterprise**				**Fund 561 Total:**	**$ 168.61**
100571	02/01/2018	Uncleared	AP	UB*00334	Thomas Tabatha	56.33
105168	05/01/2019	Uncleared	AP	BELKORP	Belkorp	137.20
571	**Sewer Enterprise**				**Fund 571 Total:**	**$ 193.53**
					ESCHEAT SUBMISSION TOTAL	**$ 7,016.60**

Attachment 2

CITY OF ST. HELENA

RESOLUTION NO. 2023-

RESOLUTION AUTHORIZING THE RELEASE OF UNCLAIMED MONIES PURSUANT TO SECTION 50055 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA

RECITALS

A. Sections 50050-50056 of the Government Code of the State of California outlines the process for the notification process of the unclaimed checks; and

B. Section 50055 of the California Government Code allows for unclaimed checks of less than $15.00 or any amount if the depositor's name is unknown, to become the property of the local agency after a period of one (1) year without the necessary publication of a notice in a newspaper; and

C. Section 50050 of the California Government Code allows for unclaimed checks more than three (3) years old to become the property of the local agency following publication in the local newspaper; and

D. Each of the checks listed on the attached summary meets this criteria.

RESOLUTION

The City Council of the City of St. Helena hereby resolves as follows:

1. A credit to the following funds of the City of St. Helena, in accordance with the provisions of Sections 50050-50056 of the California Government Code, on the attached list in the total amount:

   General Fund (101) - $3,444.23
   Public Safety (COPS) Fund (224) - $35.00
   Bocce Ball Fund (286) - $1,357.65
   Recreation Fund (289) - $1321.23
   Friends and Foundation Fund (380) - $430.00
   Water Fund (561) - $168.61
   Sewer Fund (571) - $193.53

Approved at a Regular Meeting of the St. Helena City Council on August 08, 2023 by the following vote:

Mayor Paul Dohring:	_____
Vice Mayor Eric Hall:	_____
Councilmember Anna Chouteau:	_____
Councilmember Lester Hardy:	_____
Councilmember Billy Summers:	_____

APPROVED:

_____
Paul Jamison Dohring, Mayor

ATTEST:

_____
Cindy Tzafopoulos, City Clerk

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	August 8, 2023
FROM:	Mario Traverso, Public Works Assistant Engineer
SUBJECT:	Consideration and adoption of a Resolution: (1) Awarding the R23-79 Pavement Restoration Project to Team Ghilotti in the amount of $1,687,141.00; (2) Authorizing the City Manager to execute the Construction Contract with Team Ghilotti; (3) Authorizing the Director of Public Works to approve Change Orders not to exceed 15% of the contract amount; and (4) Determining the project to be exempt from the requirements of the California Environmental Quality Act (CEQA).
RECOMMENDED ACTION:	Approve the Resolution
PREVIOUS COUNCIL ACTION:	Resolution 2023-33, approval plans and authorization to solicit bids on was adopted by City Council on April 25, 2023.
STATEMENT OF THE PURPOSE:	To deliver the City's annual Pavement Restoration Project in accordance with the City's *5 Year Pavement Management Plan* and approved Capital Improvement Program - on an expedited basis with an augmentation of $500,000 from the General Fund.
FINANCIAL IMPACT:	***What is the annual fiscal impac***t? A summary of anticipated expenditures and funding sources are presented below.

Estimated Project Costs	
R23-79 - "Year 3" Pavement Restoration Items	$762,379.38
R19-05 - Grayson Rehabilitation Items	$815,939.20
R21-02 - Pratt & Elmhurst Improvement Items	$108,822.42
Estimated Construction Costs	**$1,687,141.00**
Construction Contingency (15%)	$253,071.15
Estimated Total Project Cost for Construction	**$1,940,212.15**

Funding Sources	
240 - Measure T	1,390,212.15
741 - Streets Capital	$500,000.00

	741 - NVTA TDA III Grant	$50,000.00
	Total Available Funding in FY 23/24	**$1,940,212.15**

BACKGROUND:
The *R23-79 Pavement Restoration Project* is a continuation of the City's efforts to improve and maintain 26 centerline miles of roadway within the City of St. Helena. The project is developed in accordance with the City's current *5 Year Pavement Management Plan* which was adopted by City Council on December 14, 2021.

It should be noted that the City Council authorized an increase in funding for roads improvement by allocating $500,000 from the General Fund to this year's payment restoration project. This investment will help reverse the deterioration of the City's road network.

On June 13, 2023, the City Council adopted the FY 2023-24 to FY 2024-25 budget and the FY 2023-24 to FY2027-28 Capital Improvement Program (CIP) which includes the *R23-79 Pavement Restoration Project*.

The project is a compilation of multiple scope components including; R23-79, "Year 3" of the *5 Year Pavement Management Plan*; R19-05, the Grayson Avenue component of the Grayson and S Crane Rehabilitation Project; and R21-02, Pratt & Elmhurst Ave Crosswalk Improvements. Combining the projects provides the opportunity significant cost savings.

Project plans, specifications and estimates were compiled by City staff and approved by City Council on April 25, 2023.

This project includes roadway segments including, Grayson Avenue, Silverado Trail and the Pope Street Bridge, that will receive significant resurfacing treatments (Grind and Overlay) which will provide a new road surface. Additional elements of this project include restriping traffic lines and crosswalks, various repairs to sidewalk, curb and gutter, and the installation of ADA compliant curb ramps.

DISCUSSION:
On June 22, 2023, a Notice Inviting Bids and project plans and specifications was posted to the City of St. Helena website and posted at area construction plan rooms and exchanges. On July 20, 2023, five bids were received and opened publicly at City Hall. All bids are provided by reputable, licensed firms and are complete and competitive.

The bid results are as follows:

Company	**Base Bid**
Team Ghilotti, *Petaluma*	**$1,687,141.00**

J.V. Lucas Paving, *Martinez*	$1,743,564.25
Martin Brothers Construction, *Sacramento*	$1,897,621.25
Argonaut Constructors, *Santa Rosa*	$1,972,028.25
Ghilotti Brothers Construction, *San Rafael*	$1,994,902.00

Engineer's Estimate: $1,575,000

City Staff reviewed all bids and find that Team Ghilotti is the lowest responsible and responsive bid. A detailed bid tabulation is provided as **Attachment 3**. Team Ghilotti holds a valid Class A General Contractor's License No. 895384 in the State of California, with no enforcement actions listed. Their license expires on 4/30/2025. Team Ghilotti's bid is consistent with the engineer's estimate. Team Ghilotti has successfully executed a multitude of similar projects in the North Bay region.

ENVIRONMENTAL REVIEW:

Staff will be filing a Notice of Exemption for this project, citing a Class 1 Categorical Exemption for existing facilities. The contractor is required to perform standard stormwater pollution prevention measures.

DOCUMENTS ATTACHMENTS:

Attachment 1 - R23-79 Resolution
Attachment 2 - Contract Agreement
Attachment 3 - Detailed Bid Tabulation

CITY OF ST. HELENA

RESOLUTION NO. 2023-

Awarding the Pavement Restoration Project, Capital Improvement Project R23-79 to Team Ghilotti Inc. in the amount of $1,687,141.00, (2) Authorizing the City Manager to execute the Construction Contract with Team Ghilotti Inc., (3) Authorizing the Director of Public Works to approve Change Orders not to exceed 15% of the contract amount; and (4) Determining the project to be exempt from the requirements of the California Environmental Quality Act (CEQA).

RECITALS

A. The project plans for the work were approved by the Director of Public Works pursuant to authority by St. Helena City Council on April 25, 2023; and

B. Pursuant to St. Helena Municipal Code Chapter 3.04; Article 3 Public Works Projects; Section 3.04.220 on June 22, 2023 a notice inviting bids was posted and distributed to contractors inviting bids for the R23-79 Pavement Restoration Project; and

C. On July 20, 2023, four (5) bids were received and opened in accordance with applicable law; and

D. The lowest responsive and responsible bidder for the Project was Team Ghilotti Inc., of Petaluma, CA in the amount of $1,687,141.00; and

E. City staff has determined that Team Ghilotti's bid satisfies the bidding requirements for the project; and

F. City staff has verified that Team Ghilotti Inc. possesses a valid Contractor's License, Class A, number 895384 that qualifies Team Ghilotti Inc. to complete the project; and

G. The Pavement Restoration Project R23-79 has been found to be exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15301(c) of Title 14 of the California Code of Regulations as it consists of minor alterations of existing street and sidewalk facilities.

RESOLUTION

The City Council of the City of St. Helena hereby resolves as follows:

1. Awarding the R23-79 Pavement Restoration Project to Team Ghilotti Inc. in the amount of $1,687,141.00; and
2. Authorizing the City Manager to execute a construction contract in the amount of $1,687,141.00 with Team Ghilotti Inc. for the R23-79 Pavement Restoration Improvements Project; and
3. Authorizing the Director of Public Works to approve change orders not to exceed 15% of the contract account; and
4. The Pavement Restoration Improvements Project R22-79 is found to be exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15301(c) of Title 14 of the California Code of Regulations as it consists of minor alterations of existing street and sidewalk facilities, as the project involves no expansion of an existing use.

Approved at a Regular Meeting of the St. Helena City Council on August 8, 2023 by the following vote:

Mayor Dohring: _____

Vice Mayor Hall: _____

Councilmember Chouteau:_____

Councilmember Hardy: _____

Councilmember Summers: _____

APPROVED: ATTEST:

_____	_____
Paul Jamison Dohring, Mayor	Cindy Tzafopoulos, City Clerk

CONTRACT

CITY OF ST. HELENA
STATE OF CALIFORNIA

THIS CONTRACT is made and entered into by and between the City of St. Helena, a California municipal corporation, hereinafter called "City", and Team Ghilotti Inc**,** hereinafter called "Contractor," for the construction of the **R23-79 PAVEMENT RESTORATION PROJECT** (the "Project")**.**

RECITALS

City has taken appropriate proceedings to authorize construction of the Project herein provided and execution of this Contract.

A notice was duly published for bids, and bids were received for the Project improvement hereinafter described.

On August 8th, 2023, after notice duly given, the City Council of the City of St. Helena awarded the Contract for the construction of the Project improvement hereinafter described to Contractor, which the City Council found to be the lowest responsive and responsible bidder for construction of said Project improvement.

City and Contractor desire to enter into this Contract for the construction of said Project improvements.

THE PARTIES HERETO AGREE AS FOLLOWS:

1. Contract Documents

The complete Contract consists of the following documents (hereinafter, the "Contract Documents"):

A. The Notice to Contractors
B. The Special Provisions
C. The Technical Specifications
D. The Bid Proposal Forms
E. This Contract
F. The Standard Specifications and Standard Plans of the State of California, Dept. of Transportation, dated 2022
G. City of St. Helena General Conditions for City of St. Helena Construction Projects September 1997 (as amended)
H. The Bid Bond, Faithful Performance Bond, Labor and Material Bond, and Warranty/Maintenance Bond
I. City of St. Helena Standard Specifications and Standard Plans, dated June 1998
J. The Plans for R23-79 PAVEMENT RESTORATION PROJECT dated January 2023.
K. Approved and fully executed change orders
L. Addenda

All rights and obligations of City and Contractor are fully set forth and described in the Contract Documents.

All of the above-named Contract Documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said Contract Documents.

2. Scope of Work

The scope of work is described in the Contract Documents.

3. Performance of Work

Contractor shall furnish all tools, equipment, apparatus, facilities, labor and materials necessary to perform and complete in a good and workmanlike manner the work of construction as called for, and in the time and manner designated in, and in strict conformity with, the Contract Documents for said work.

The equipment, apparatus, facilities, labor and material shall be furnished, and said work performed and completed, as required in said plans and specifications under the direction and supervision, and subject to the approval, of the City Engineer of the City of St. Helena, or his or her designated assistant or assistants.

4. Contract Price

City shall pay, and Contractor shall accept, in full payment for the work agreed to be done, the dollar amounts shown on the attached Bid Schedule. Increases or decreases in the quantities shall operate in the manner provided for in the Contract Documents. Payment in installments shall be as provided for in the Contract Documents.

5. Extra and/or Additional Work and Changes

Should City at any time during the progress of said work request any alterations, deviations, additions or omissions from said plans, specifications or other Contract Documents, it shall be at liberty to do so and the same shall in no way affect or make void the Contract. The value of such will be added to, or deducted from, the contract price, as the case may be, in accordance with the provisions for such contained in the Contract Documents.

6. Liquidated Damages

In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum set forth in Section 4-1.02 of the Special Provisions for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Section does not exclude recovery of other damages specified in the Contract Documents

7. Indemnification

Contractor shall provide indemnification and defense as set forth in the Special Provisions.

8. Provisions Cumulative

The provisions of this Contract are cumulative and in addition to, and not in limitation of, any other rights or remedies available to City.

9. Notices

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. Notices required to be given to City shall be addressed as follows:

City of St. Helena
1088 College Avenue
St. Helena, Ca 94574
Attn: Public Works Department

Notices required to be given to Contractor shall be addressed as follows:

_____
_____
_____

Notices required to be given to Sureties of Contractor shall be addressed as follows:

_____
c/o _____
_____
_____

DATED this day of , 2023.

CITY OF ST. HELENA, a Municipal Corporation

_____
Anil Comelo, City Manager

ATTEST:

_____
Cindy Tzafopoulos, City Clerk

APPROVED AS TO FORM:

_____
Ethan Walsh, City Attorney

Project Code: CIP No. R23-79

CONTRACTOR: Team Ghilotti Inc

Contractor's License No. 895384

By:_____
Name and Title

By:_____
Name and Title

BID SCHEDULE – BASE BID
R23-79 – PAVEMENT RESTORATION PROJECT

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Total Cost
1	Mobilization	1	LS	155,770.45	155,770.45
2	Temporary Traffic Control	1	LS	50,000.00	50,000.00
3	Adjust Existing Manholes to Grade	3	EA	1,303.00	3,909.00
4	Adjust Existing G5 / Valve Box to Grade	15	EA	867.00	13,005.00
5	Adjust Existing Survey Monument to Grade	1	EA	869.00	869.00
6	Curb Ramp - Modified Case C	6	EA	13,900.00	83,400.00
7	Full Width Grind - 2"	75,000	SF	0.60	45,000.00
8	Edge Grind 5'	3,444	LF	6.50	22,386.00
9	Pavement Reinforcement Fabric	15,555	SY	2.61	40,598.55
10	2" HMA Overlay	2,327	TON	145.00	337,415.00
11	1" Leveling Course	650	TON	160.00	104,000.00
12	Thermoplastic Pavement Markings	1,500	SF	8.00	12,000.00
13	Detail 22	239	LF	5.50	1,314.50
14	Detail 38A	77	LF	3.50	269.50
15	Detail 39	238	LF	2.50	595.00
16	Detail 39A	135	LF	1.00	135.00
17	Base Repair Dig-Out	50	SY	90.00	4,500.00
18	Grayson Ave 2" Grind	91,450	SF	0.62	56,699.00
19	Grayson Ave 1" Leveling Course	650	TON	190.00	123,500.00
20	Grayson Ave Fabric	10,000	SY	2.16	21,600.00
21	Grayson Ave Road Section Extension	390	SY	166.00	64,740.00
22	Grayson Ave 2" HMA	1,300	TON	150.00	195,000.00
23	Grayson Ave Adjust Existing Manholes to Grade	9	EA	2,400.00	21,600.00
24	Grayson Ave Adjust Existing G5 / Valve Box to Grade	21	EA	1,500.00	31,500.00
25	Grayson Ave Adjust Existing Survey Monument to Grade	1	EA	1,500.00	1,500.00
26	Grayson Ave Adjust Utility Box to Grade	4	EA	1,900.00	7,600.00
27	Grayson Ave Adjust Water Meter Box to Grade	1	EA	2,250.00	2,250.00
28	Grayson Ave Concrete Bus Pad	1,400	SF	42.00	58,800.00
29	Grayson Ave Curb and Gutter	350	LF	96.00	33,600.00
30	Grayson Ave Sidewalk	610	SF	35.00	21,350.00
31	Grayson Ave AC Ditch Form	1150	LF	38.00	43,700.00
32	Grayson Ave Thermoplastic	820	SF	8.00	6,560.00
33	Grayson Ave Detail 21	2,600	LF	5.50	14,300.00
34	Grayson Ave Detail 27B	2,000	LF	2.50	5,000.00

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Total Cost
35	Grayson Ave Detail 39	1,550	LF	2.50	3,875.00
36	Grayson Ave Accessible Parking Striping	1	LS	650.00	650.00
37	Grayson Ave Parking T	72	EA	35.00	2,520.00
38	Grayson Ave Raised Blue Reflective	4	EA	20.00	80.00
39	Pratt Ave East - Case CM Modified	1	LS	18,185.00	18,185.00
40	Pratt Ave West - Case F Modified	1	LS	13,560.00	13,560.00
41	Elmhurst Ave North - Case C Modified	1	LS	15,388.00	15,388.00
42	Elmhurst Ave South - Case C Modified	1	LS	15,935.00	15,935.00
43	Elmhurst Ave East - Case C Modified	1	LS	26,082.00	26,082.00
44	Thermoplastic Pavement Markings	800	SF	8.00	6,400.00

* Note: In case of error in extension of price into the total price column, the unit price will govern.

BID SCHEDULE – BID ALTERNATE
R23-79 – PAVEMENT RESTORATION PROJECT

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Total Cost
1	Grayson Ave PCC Valley Gutter	1150	LF	103.00	118,450.00

Total Amount of **Base Bid** (written in words) is: One Million Six Hundred Eighty Seven Thousand One Hundred Forty One Dollars Dollars and Zero Cents.

In the event of discrepancy between words and figures, the words shall prevail.

$ 1,687,141.00

Total in Figures

Notes:

- The Contract will be compared and awarded on the basis of the Total Base Bid.
- The City reserves the right to increase or decrease quantities as deemed necessary, with the unit prices bid above.

BID SCHEDULE, continued

2531 Petaluma Blvd., S.
Address of Bidder

Petaluma, CA 94952
City

(707) 763-8700
Telephone Number of Bidder

8953384
Contractor's License Number

Signature of Bidder

Kevin Ghilotti. President. CFO. Treasurer
Name of Bidder (Print)

(707) 763-8711
Fax Number of Bidder

04/30/2025
License's Expiration Date

ADDENDUM ACKNOWLEDGMENT

Bidder acknowledges receipt of the following addenda, which are attached to the proposal:

Addendum No. 1	Date: 07/17/2023
Addendum No.	Date:
Addendum No.	Date:
Addendum No.	Date:

FAITHFUL PERFORMANCE BOND
(Construction)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of St. Helena, (hereinafter referred to as "City") has awarded to **Team Ghilotti Inc,** (hereinafter referred to as the "Contractor") an agreement for **Contract No. R23-79 Pavement Restoration Project**, (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated **January 2023**, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of _____ DOLLARS, ($_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one (1) year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officials, officers, employees, and authorized volunteers, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by City in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

i. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

ii. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and

responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

iii. Permit the City to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

By their signatures hereunder, Surety and Contractor hereby confirm under penalty of perjury that surety is an admitted surety insurer authorized to do business in the State of California.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2023.

(Corporate Seal)

_____
Contractor/ Principal

By_____

Title_____

(Corporate Seal)

_____
Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title_____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges is $_____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____
_____
_____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____
_____
_____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

LABOR AND MATERIALS BOND
(Construction)

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of St. Helena (hereinafter designated as the "City"), by action taken or a resolution passed August 8th, 2023, has awarded to **Team Ghilotti Inc** hereinafter designated as the "Principal," a contract for the work described as follows: **Contract No. R23-79 Pavement Restoration Project** (the "Project"); and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ Dollars ($_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Civil Code Section 9100, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Revenue and Taxation Code Section 18663, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Civil Code Section 9100, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

By their signatures hereunder, Surety and Principal hereby confirm under penalty of perjury that surety is an admitted surety insurer authorized to do business in the State of California.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2023.

(Corporate Seal)

_____
Contractor/ Principal

By_____

Title_____

(Corporate Seal)

_____
Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title_____

WARRANTY/MAINTENANCE BOND

WHEREAS, the City Council of the CITY OF ST. HELENA, State of California (hereinafter designated as "City"), and **Team Ghilotti Inc** (hereinafter designated as "Principal"), have entered into an agreement ("Contract") dated _____, 2023, whereby Principal guaranteed that all improvements (as defined therein) constructed by or on behalf of Principal shall be free from defects of materials or work quality and shall perform satisfactorily for a period of at least one (1) year from the date of final acceptance of all work performed under the Contract and further, the principal agreed to repair defects and replace improvements which cannot be repaired within said one (1) year period; and

WHEREAS, said Principal is required to furnish a bond for the faithful performance of its responsibility to maintain repair and replace said improvements.

NOW, THEREFORE, we the Principal and [Click here and insert Surety Agent Name and Number] as surety are held and firmly bound unto the City in the penal sum of $ lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said Contract and any alteration thereof made as therein provided, on this or their part, to be kept and performed by Principal as required therein and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City and its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

In witness hereof, this instrument has been duly executed by the Contractor and surety above named on , 20 .

NOTE: To be signed by Principal, and Admitted Surety and acknowledgement and notarial seal for both attached. Attach copy of authority for surety agent and County Clerk certificate under CCP §995.660)
[SEAL]

_____
(Principal Signature)

[Click and insert Principal Name and Title]

[Click and insert Principal Business Name]

_____
(Surety Signature)

[Click and insert Name and Title]

[Click and insert Surety Business Name]

ACORD **CERTIFICATE OF INSURANCE** ISSUE DATE: _____

PRODUCER:	THIS CERTIFICATE OF INSURANCE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
_____	INSURERS AFFORDING COVERAGE:	NAIC#
_____	INSURER A: Insurance Company name	?
_____	INSURER B: Insurance Company name	?
INSURED:	INSURER C: Insurance Company name	?
_____	INSURER D: _____	
_____		
_____		

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
A	**GENERAL LIABILITY** ■ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ■ OCCURRENCE ☐ OWNER'S & CONTRACTOR'S PROT. ☐ OTHER	_____	_____	_____	EACH OCCURRENCE	$2,000,000
					DAMAGE TO RENTED PREMISES (Ea occurrence)	$
					MED. EXP. (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$2,000,000
					PRODUCTS COMP/OP AGG.	$2,000,000
B	**AUTOMOBILE LIABILITY** ■ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ■ HIRED AUTOS ■ NON-OWNED AUTOS	_____	_____	_____	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE	$
	EXCESS/UMBRELLA LIABILITY ☐ OCCURRENCE ☐CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION				EACH OCCURRENCE	$
					AGGREGATE	$
C	**WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY** **ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICERS/MEMBER EXCLUDED?** **If yes, describe under SPECIAL PROVISIONS below.**	_____	_____	_____	■ WC STATU-TORY LIMITS ☐ OTHER	$
					EACH ACCIDENT	$1,000,000
					DISEASE-POLICY LIMIT	$1,000,000
					DISEASE-EACH EMPLOYEE	$1,000,000
	PROPERTY INSURANCE ☐ COURSE OF CONSTRUCTION				AMOUNT OF INSURANCE	$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

The City of St. Helena, its agents, officials, officers, employees and volunteers are added as additional insured
RE: _____

CERTIFICATE HOLDER	CANCELLATION 10 Days for Non-Payment
CITY OF ST. HELENA 1480 MAIN STREET ST HELENA, CA 94574	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURED WILL ~~ENDEAVOR TO~~ MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION ON LIABILITY OF ANY KIND UPON THE INSURED, ITS AGENTS AND REPRESENTATIVES~~.

SAMPLE

Page 1 of 6 Last Updated 1-22-08

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:
The City of St. Helena, its' agents, officers, officials, employees and volunteers are additionally insured.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

SAMPLE

Certificate pursuant to 995.640(a) Code of Civil Procedure

BID RESULTS

R23-79 Pavement Improvements Project - City of St Helena

				Engineers Estimate		Team Ghilotti		J.V. Lucas Paving Inc.		Martin Brothers Construction		Ghilotti Brothers Inc.		Argonaut Constructors	
Bid t 20-Jul-23															
Matio Traverso															
	DESCRIPTION	UNIT	QUANTITY	UNIT COST, $	ITEM TOTAL, $	UNIT COST, $	ITEM TOTAL, $	UNIT COST, $	ITEM TOTAL, $	UNIT COST, $	ITEM TOTAL, $	UNIT COST, $	ITEM TOTAL, $	UNIT COST, $	ITEM TOTAL, $
	Bid Schedule														
1	Mobilization	LS	1	$150,000	$150,000.00	$155,770.45	$155,770.45	$160,000.00	$160,000.00	$165,500.00	$165,500.00	$150,344.65	$150,344.65	$126,000.00	$126,000.00
2	Temporary Traffic Control	LS	1	$80,000	$80,000.00	$50,000.00	$50,000.00	$125,000.00	$125,000.00	$140,000.00	$140,000.00	$100,000.00	$100,000.00	$56,000.00	$56,000.00
3	Adjust Existing Manholes to Grade	EA	3	$1,500	$4,500.00	$1,303.00	$3,909.00	$1,200.00	$3,600.00	$1,815.00	$5,445.00	$1,200.00	$3,600.00	$2,500.00	$7,500.00
4	Adjust Existing G5 / Valve Box to Grade	EA	15	$800	$12,000.00	$867.00	$13,005.00	$900.00	$13,500.00	$1,115.00	$16,725.00	$900.00	$13,500.00	$1,450.00	$21,750.00
5	Adjust Existing Survey Monument to Grade	EA	1	$1,000	$1,000.00	$869.00	$869.00	$900.00	$900.00	$4,270.00	$4,270.00	$900.00	$900.00	$4,500.00	$4,500.00
6	Curb Ramp - Modified Case C	EA	6	$8,000	$48,000.00	$13,900.00	$83,400.00	$9,800.00	$58,800.00	$8,000.00	$48,000.00	$17,000.00	$102,000.00	$9,000.00	$54,000.00
7	Full Width Grind - 2"	SF	75,000	$1	$75,000.00	$0.60	$45,000.00	$0.75	$56,250.00	$0.38	$28,500.00	$0.50	$37,500.00	$0.80	$60,000.00
8	Edge Grind 5'	LF	3,444	$5	$17,220.00	$6.50	$22,386.00	$10.00	$34,440.00	$7.25	$24,969.00	$6.15	$21,180.60	$9.00	$30,996.00
9	Pavement Reinforcement Fabric	SY	15,555	$3	$46,665.00	$2.61	$40,598.55	$2.35	$36,554.25	$2.35	$36,554.25	$2.55	$39,665.25	$2.75	$42,776.25
10	2" HMA Overlay	TON	2,327	$155	$360,685.00	$145.00	$337,415.00	$176.00	$409,552.00	$194.00	$451,438.00	$185.00	$430,495.00	$186.00	$432,822.00
11	1" Leveling Course	TON	650	$155	$100,750.00	$160.00	$104,000.00	$140.00	$91,000.00	$185.00	$120,250.00	$230.00	$149,500.00	$195.00	$126,750.00
12	Thermoplastic Pavement Markings	SF	1,500	$8.00	$12,000.00	$8.00	$12,000.00	$15.00	$22,500.00	$8.00	$12,000.00	$8.00	$12,000.00	$8.00	$12,000.00
13	Detail 22	LF	239	$3.00	$717.00	$5.50	$1,314.50	$5.00	$1,195.00	$5.50	$1,314.50	$5.50	$1,314.50	$5.50	$1,314.50
14	Detail 38A	LF	77	$3.00	$231.00	$3.50	$269.50	$3.00	$231.00	$3.50	$269.50	$3.50	$269.50	$3.50	$269.50
15	Detail 39	LF	238	$3.00	$714.00	$2.50	$595.00	$1.50	$357.00	$2.50	$595.00	$2.50	$595.00	$2.50	$595.00
16	Detail 39A	LF	135	$3.00	$405.00	$1.00	$135.00	$1.50	$202.50	$1.00	$135.00	$1.00	$135.00	$1.00	$135.00
17	Base Repair Dig-Out	SY	50	$45	$2,250.00	$90.00	$4,500.00	$125.00	$6,250.00	$156.00	$7,800.00	$290.00	$14,500.00	$385.00	$19,250.00
18	Grayson Ave 2" Grind	SF	91,450	$1	$91,450.00	$0.62	$56,699.00	$0.75	$68,587.50	$0.48	$43,896.00	$0.55	$50,297.50	$0.80	$73,160.00
19	Grayson Ave 1" Leveling Course	TON	650	$155	$100,750.00	$190.00	$123,500.00	$140.00	$91,000.00	$186.00	$120,900.00	$240.00	$156,000.00	$195.50	$127,075.00
20	Grayson Ave Fabric	SY	10,000	$3	$30,000.00	$2.16	$21,600.00	$2.35	$23,500.00	$2.35	$23,500.00	$2.55	$25,500.00	$2.75	$27,500.00
21	Grayson Ave Road Section Extension	SY	390	$70	$27,300.00	$166.00	$64,740.00	$90.00	$35,100.00	$169.00	$65,910.00	$220.00	$85,800.00	$255.00	$99,450.00
22	Grayson Ave 2" HMA	TON	1,300	$155	$201,500.00	$150.00	$195,000.00	$175.00	$227,500.00	$194.00	$252,200.00	$185.00	$240,500.00	$180.50	$234,650.00
23	Grayson Ave Adjust Existing Manholes to Grade	EA	9	$1,500	$13,500.00	$2,400.00	$21,600.00	$1,200.00	$10,800.00	$2,230.00	$20,070.00	$1,200.00	$10,800.00	$2,750.00	$24,750.00
24	Grayson Ave Adjust Existing G5 / Valve Box to Grade	EA	21	$800	$16,800.00	$1,500.00	$31,500.00	$900.00	$18,900.00	$1,300.00	$27,300.00	$900.00	$18,900.00	$1,600.00	$33,600.00
25	Grayson Ave Adjust Existing Survey Monument to Grade	EA	1	$1,000	$1,000.00	$1,500.00	$1,500.00	$900.00	$900.00	$4,425.00	$4,425.00	$900.00	$900.00	$4,600.00	$4,600.00
26	Grayson Ave Adjust Utility Box to Grade	EA	4	$1,500	$6,000.00	$1,900.00	$7,600.00	$1,850.00	$7,400.00	$2,235.00	$8,940.00	$1,850.00	$7,400.00	$2,750.00	$11,000.00
27	Grayson Ave Adjust Water Meter Box to Grade	EA	1	$800	$800.00	$2,250.00	$2,250.00	$1,200.00	$1,200.00	$1,590.00	$1,590.00	$1,200.00	$1,200.00	$1,550.00	$1,550.00
28	Grayson Ave Concrete Bus Pad	SF	1,400	$45	$63,000.00	$42.00	$58,800.00	$40.00	$56,000.00	$27.00	$37,800.00	$36.00	$50,400.00	$45.00	$63,000.00
29	Grayson Ave Curb and Gutter	LF	350	$65.00	$22,750.00	$96.00	$33,600.00	$75.00	$26,250.00	$82.00	$28,700.00	$175.00	$61,250.00	$144.50	$50,575.00
30	Grayson Ave Sidewalk	SF	610	$35.00	$21,350.00	$35.00	$21,350.00	$65.00	$39,650.00	$35.00	$21,350.00	$37.00	$22,570.00	$32.50	$19,825.00
31	Grayson Ave AC Ditch Form	LF	1,150	$20.00	$23,000.00	$38.00	$43,700.00	$20.00	$23,000.00	$56.00	$64,400.00	$80.00	$92,000.00	$71.00	$81,650.00
32	Grayson Ave Thermoplastic	SF	820	$8	$6,560.00	$8.00	$6,560.00	$15.00	$12,300.00	$8.00	$6,560.00	$8.00	$6,560.00	$8.00	$6,560.00
33	Grayson Ave Detail 21	LF	2,600	$2.00	$5,200.00	$5.50	$14,300.00	$4.50	$11,700.00	$5.50	$14,300.00	$5.50	$14,300.00	$5.50	$14,300.00
34	Grayson Ave Detail 27B	LF	2,000	$2	$4,000.00	$2.50	$5,000.00	$1.50	$3,000.00	$2.50	$5,000.00	$2.50	$5,000.00	$2.50	$5,000.00
35	Grayson Ave Detail 39	LF	1,550	$3	$4,650.00	$2.50	$3,875.00	$1.50	$2,325.00	$2.50	$3,875.00	$2.50	$3,875.00	$2.50	$3,875.00
36	Grayson Ave Accessible Parking Striping	LS	1	$500	$500.00	$650.00	$650.00	$1,500.00	$1,500.00	$650.00	$650.00	$650.00	$650.00	$650.00	$650.00
37	Grayson Ave Parking T	EA	72	$25	$1,800.00	$35.00	$2,520.00	$35.00	$2,520.00	$35.00	$2,520.00	$35.00	$2,520.00	$35.00	$2,520.00
38	Grayson Ave Raised Blue Reflective	EA	4	$15	$60.00	$20.00	$80.00	$25.00	$100.00	$20.00	$80.00	$20.00	$80.00	$20.00	$80.00
39	Pratt Ave East - Case CM Modified	LS	1	$8,500	$8,500.00	$18,185.00	$18,185.00	$9,600.00	$9,600.00	$15,650.00	$15,650.00	$12,500.00	$12,500.00	$16,500.00	$16,500.00
40	Pratt Ave West - Case F Modified	LS	1	$5,000	$5,000.00	$13,560.00	$13,560.00	$9,600.00	$9,600.00	$11,550.00	$11,550.00	$1,600.00	$1,600.00	$11,000.00	$11,000.00
41	Elmhurst Ave North - Case C Modified	LS	1	$8,500	$8,500.00	$15,388.00	$15,388.00	$9,600.00	$9,600.00	$13,180.00	$13,180.00	$9,400.00	$9,400.00	$14,000.00	$14,000.00
42	Elmhurst Ave South - Case C Modified	LS	1	$10,000	$10,000.00	$15,935.00	$15,935.00	$9,600.00	$9,600.00	$13,590.00	$13,590.00	$21,000.00	$21,000.00	$23,000.00	$23,000.00
43	Elmhurst Ave East - Case C Modified	LS	1	$7,800	$7,800.00	$26,082.00	$26,082.00	$9,600.00	$9,600.00	$17,920.00	$17,920.00	$10,000.00	$10,000.00	$19,100.00	$19,100.00
44	Thermoplastic Pavement Markings	SF	800	$8	$6,400.00	$8.00	$6,400.00	$15.00	$12,000.00	$10.00	$8,000.00	$8.00	$6,400.00	$8.00	$6,400.00
			BASE BID		**$1,600,307.00**		**$1,687,141.00**		**$1,743,564.25**		**$1,897,621.25**		**$1,994,902.00**		**$1,972,028.25**
	DESCRIPTION	UNIT	QUANTITY	UNIT COST, $	ITEM TOTAL, $	UNIT COST, $	ITEM TOTAL, $	UNIT COST, $	ITEM TOTAL, $	UNIT COST, $	ITEM TOTAL, $	UNIT COST, $	ITEM TOTAL, $	UNIT COST, $	ITEM TOTAL, $
	Bid Altermate 1														
1	Grayson Ave PCC Valley Gutter	LF	1150	$75	$86,250.00	$103.00	$118,450.00	$114.00	$131,100.00	$51.00	$58,650.00	$135.00	$155,250.00	$108.00	$124,200.00
			BID ALTERNATE		**$86,250.00**		**$118,450.00**		**$131,100.00**		**$58,650.00**		**$155,250.00**		**$124,200.00**
			TOTAL		**$1,686,557.00**		**$1,805,591.00**		**$1,874,664.25**		**$1,956,271.25**		**$2,150,152.00**		**$2,096,228.25**

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Administration

DATE:	August 8, 2023
FROM:	Lesley Milton, Asst. to the City Manager
SUBJECT:	Approval and authorization for the City Manager to enter into the following contracts as part of the City's *"Excellence in Service Delivery Initiative"* with: (1) Three separate agreements with CivicPlus for the following services: Civic Engage website services, Civic Rec recreation software, and See Click Fix citizen request management software totaling $96,199.08 [$46,132.83 for FY 2023-24 costs,$22,950.00 for FY 2024-25, and $27,116.25 for FY 2025-26] and (2) a Professional Services Agreement with Tripepi Smith for community communications support not-to-exceed $65,000.
RECOMMENDED ACTION:	Approve the attached Resolution.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	The purpose of this item is to approve a collection of tools to successfully implement the City's *Excellence in Service Delivery Initiative* which seeks to improve delivery of services to the community in a variety of ways. This action includes acquisition of software programs for a new city website, a citizen response management platform for reporting issues or concerns digitally, a new registration and reservation system for the Recreation Department, and a new contract for supplemental communication support including newsletters, press releases and social media posts. This collection of products and services will greatly enhance proactive communication and interactions with St. Helena citizens, showcase St. Helena to prospective businesses and visitors, realize staff efficiencies, and reduce response time to citizen requests.
FINANCIAL IMPACT:	The fiscal impact is as follows: CivicPlus

	Year 1	**Year 2**	**Year 3**
Civic Engagement	$23,132.83	$7,950.00	$8,347.50
See Click Fix	$10,000.00	$10,500.00	$11,025.00
Civic Rec	$13,000.00	$4,500.00	$7,743.75

	TOTAL	**$46,132.83**	**$22,950.00**	**$27,116.25**

CivicPlus
Total three-year costs: $96,199.08. Year 1 costs for CivicPlus have been included in the adopted FY 2023-24 budget.

Tripepi Smith
The costs for the new agreement with Tripepi Smith for one year is not-to-exceed $65,000 and have been included in the adopted FY 2023-24 budget.

BACKGROUND:
Part of the City's *Excellence in Service Delivery Initiative* (City Council Goals: Goal 4 Community Information and Engagement, and Goal 7 Organizational Effectiveness) includes acquisition of products and services that will enhance proactive communication and interactions with our citizens, showcase St. Helena to prospective businesses and visitors, realize staff efficiencies, and reduce response time to citizen requests.

As such, City staff has been exploring various software solutions to replace archaic systems and to help staff work more efficiently.

DISCUSSION:

After receiving quotes from several vendors and hosting demonstrations of software system platforms, the City has selected three different software programs to enhance communication and citizen connection, all under the umbrella of parent company CivicPlus. This item is requesting to contract with CivicPlus for three different services 1) Website design and hosting services, 2) Citizen Request Management Tool, and 3) Recreation reservation platform. Using these three platforms that are under the CivicPlus umbrella will also streamline the user registration process by allowing community members to have one login that they can use across each of the three platforms for a seamless user experience.

CivicPlus - Civic Engage (Website Service) – Attachment B
The City launched the existing website in 2016 and has only had minimal updates since that time. The current software used is out-of-date and the contract term is on a year-to-year basis. There have been significant advances in website technologies and best practices since the City site launched including design options, mobile friendly design, and ADA best practices which our current software does not easily accommodate. The Civic Engage platform proposal includes several additional services that would help with citizen transparency including citizen notifications, calendaring subscriptions, video and photo slide show options, and a more intuitive platform. This software platform is based on responsive design to accommodate for the different ways of viewing the site such as mobile, tablet, or desktop.

CivicPlus - See Click Fix (CRM) – Attachment C
Citizen Request Management (CRM) software is a powerful tool that allows citizens to submit requests for issues directly, the requests will be categorized by urgency, send directly to the staff member responsible for the remedy, and will update the citizen when the request has been fulfilled. This program is good for citizens to report issues they see, but also for staff members to be able to track workloads and responsiveness of repairs and requests. See Click Fix appeared to staff to be the most intuitive program for external users, and had the most robust offerings for a reasonable cost to the City.

CivicPlus - Civic Rec (Recreation Software) – Attachment D
The City currently contracts with ActiveNet to provide online recreation registration. The contract with ActiveNet is set to expire in 2024, and staff received several quotes and demonstrations to find the best software that would suit the needs of the department as well as host the best user experience for members of the public. Civic Rec had the most intuitive platform on the front and back end and also offers facility reservations and enhanced communication tools through the system. In trying to leverage contracts with the other two services above, the vendor has offered a significant discount on this program to allow configuration of this program while still engaged with the existing contract, which will ensure zero down time with transition.

Tripepi Smith - Strategic Communications Support – Attachment F
In April of 2023, the City executed an initial $24,000 Professional Services Agreement (PSA) with Tripepi Smith for strategic communications support (Attachment E). Enhancing the City's informational services was predicated upon the community's requests for more information about City projects, programs, services, and initiatives. This firm is a government communications and engagement consultant that has capacity to either lead or supplement communications strategies for cities. The firm currently provides services to several cities around the state including the cities of Napa and American Canyon. The firm thus understands the needs of public agencies and has the expertise to provide informational services to our community. During the last few months, City staff has had the opportunity to work with Tripepi Smith and is satisfied with their level of support and would like to avail of their continued services.

The original contract (Attachment E Contract 2023-035) with Tripepi Smith was to provide communications services to update the City's reactive communication practice into a more proactive communication practice. Tripepi Smith was also contracted to help with content planning, development of a monthly newsletter, and press relations. Over the last few months, the City has launched a bi-weekly newsletter and enhanced informational services to the community with the help of Tripepi Smith. The firm will continue to provide supplemental social media support, limited design services, and be available for crisis communications. The firm will also support some major upcoming projects such as $32 million of Capital Improvement program over the next two years.

Staff recommends City Council authorize the contracts with CivicPlus and Tripepi Smith so that staff can continue to enhance informational services to the community through the City's website and through various other communications channels.

ENVIRONMENTAL REVIEW: Not a CEQA project.

DOCUMENTS ATTACHMENTS:

Attachment A - Draft Resolution
Attachment B CivicEngage
Attachment C CivicRec Contract
Attachment D SeeClickFix Contract
Attachment E Tripepi Smith Contract FY2023-035
Attachment F Tripepi Smith

CITY OF ST. HELENA

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA AUTHORIZING THE CITY MANAGER TO ENTER INTO A COLLECTION OF FOUR CONTRACTS AS PART OF A COMMUNICATIONS IMPROVEMENT INITIATIVE WITH CIVIC PLUS FOR THE FOLLOWING SERVICES; CIVIC ENGAGE WEBSITE SERVICES, CIVIC REC RECREATION SOFTWARE AND SEE CLICK FIX CITIZEN REQUEST MANAGEMENT SOFTWARE FOR A PERIOD OF THREE YEARS AT A TOTAL NOT-TO-EXCEED COST OF $96,199.08 AND CONTRACT WITH TRIPEPI SMITH FOR STRATEGIC COMMUNICATIONS SUPPORT NOT-TO-EXCEED $65,000

RECITALS

A. The existing website was launched in 2016 and has only had minimal updates. The current software is out of date in addition to being extremely limiting and our current contract has exceeded the contract term and is now on a year to year basis.

B. Citizen Request Management software is a powerful tool that allows citizens to submit requests for issues directly, the requests will be categorized by urgency, send directly to the staff member responsible for the remedy and will update the citizen when the request has been fulfilled.

C. The exiting recreation software platform Active Communities software for scheduling and sign ups has received significant community feedback that it is difficult for customers to navigate and self-manage their accounts creating customer frustration and additional staff time to mitigate.

D. In April of 2023 the City executed a stop-gap contract with Tripepi Smith for strategic communications support, a government communications and engagement consultant in response to citizens requests for more information about city projects and initiatives.

E. In order to continue to provide the existing level of communication support though some of the major upcoming projects, such as $32 million of Capital Improvement program over the next two years, a new website, a citizen request portal, and strategic communications support are still needed.

F. The City has been exploring different software systems to replace archaic ones and to help staff work more efficiently and after receiving quotes from several vendors and hosting demonstrations of software system platforms, the City has selected three different software programs to enhance communication, citizen connection and responsiveness, all under the umbrella of parent Company Civic Plus.

G. Year 1 costs for Civic Plus have been included in the adopted FY 2023-24 budget. The costs for the new agreement with Tripepi Smith for one year is not-to-exceed $65,000 and have been included in the adopted FY 2023-24 budget.

RESOLUTION

NOW, THEREFORE, the City Council of the City of St. Helena resolves as follows:

(1) Authorization for the City Manager to enter into three contracts with Civic Plus for the following services with approval subject to minor revisions as required by the City Attorney; Civic Engage, Civic Rec and See Click Fix for a total not-to-exceed cost of $96,199.08 and

(2) Authorization for the City Manager to enter into a contract for one year with Tripepi Smith for strategic communications support not-to-exceed $65,000

Approved at a Regular Meeting of the St. Helena City Council on August 8, 2023, by the following vote:

Mayor Paul Dohring: _____

Vice Mayor Eric Hall: _____

Council Member Anna Chouteau: _____

Council Member Lester Hardy: _____

Council Member Billy Summers: _____

APPROVED:

_____
Paul Jamison Dohring, Mayor

ATTEST:

_____
Cindy Tzafopoulos, City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES
CIVICENGAGE SOFTWARE SERVICE AGREEMENT

THIS AGREEMENT, made and entered into on July 28, 2023 by and between the City of St. Helena, located in the County of Napa, State of California ("City" or "Customer"), and Civic Plus ("Consultant" or "CivicPlus").

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as Civic Engage Software Service Agreement.

B. Consultant has represented that Consultant has the necessary expertise, experience, and qualifications to perform the required duties.

NOW, THEREFORE, in consideration of the mutual premises, covenants, and conditions herein contained, the parties agree as follows:

SECTION 1 – BASIC SERVICES

Consultant agrees to perform the services set forth in **Exhibit A, "Statement of Work"** and made part of this Agreement.

SECTION 2 – ADDITIONAL SERVICES

Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to or outside of those set forth in this Agreement or **Exhibit A, "Statement of Work"** (the "Services"), unless such additional Services and compensation are authorized in advance and in writing by the City Council or City Manager of the City.

SECTION 3 – TIME FOR COMPLETION

The time for completion of Services shall be as identified and approved by both parties during the initial meeting and are binding. The parties expressly agree that time is of the essence in the performance of this Agreement. Notwithstanding the foregoing, Consultant will not be liable or responsible for any delay in the time or completion of the Services due to the action or inaction of City

SECTION 4 – COMPENSATION AND METHOD OF PAYMENT

A. Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified in **Exhibit A, Page 1** attached hereto and made a part hereof. Compensation schedule will be as outlined in the Statement of Work as follows:

Total Investment – Initial Term: $23,132.83

Annual Recurring Services – Year 2: $7,950.00

Year three and beyond: Additional Annual uplift of 5% starting after year 2 and added annually thereafter.

Total compensation shall not exceed $31,082.83 for the two-year contract period unless additional compensation is approved in accordance with Section 2.

B. Consultant shall furnish to City an original invoice for all Services and expenses incurred per the Invoice Schedule. The invoice shall detail charges by the following categories if applicable: labor (by sub-category), travel, materials, equipment, supplies, subconsultant contracts, and miscellaneous expenses. Each original invoice furnished shall include , the cumulative Agreement amount. City shall independently review each invoice submitted to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement.

C. Payment to the Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

D. Invoice Schedule: Consultant will invoice 50% of the initial term upon signature of contract and 50% upon launch of product, and annually thereafter based on the contract signature date.

SECTION 5 – STANDARD OF PERFORMANCE

A. Consultant represents and confirms that it has the qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons in the same or similar geographical area engaged in providing Services similar to those required of Consultant under this Agreement ("Standard of Care").

B. In order to induce City to enter into this Agreement, Consultant represents that it is duly organized, existing and in good standing under applicable state law; Consultant is licensed to perform all aspects of the Services; Consultant will employ only persons and Subconsultants with all required licenses and certifications; that Consultant is duly qualified to conduct business in the State; that Consultant has duly authorized the execution, delivery and performance of this Agreement and the Services to be performed herein; and that the Agreement does not violate or create a default under any instrument, agreement, order or decree binding on Consultant.

SECTION 6 – INSPECTION AND FINAL ACCEPTANCE

Reserved.

SECTION 7 – INSURANCE REQUIRED

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees, as indicated:

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:
   1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001 or equivalent).
   2. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

B. Minimum Limits of Insurance. Consultant shall maintain limits no less than:
   1. General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations, as applicable. If Commercial General Liability Insurance or other form with a General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
   2. Employer's Liability: $1,000,000 per accident for bodily injury or disease.

C. Cyber Liability Insurance. When Consultant under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, environmental engineer or other professional engineer, or land surveyor ("design professional"), Consultant shall maintain at least $2,000,000 of professional liability insurance. When Consultant is not a design professional, Consultant shall maintain at least $1,000,000 of professional liability insurance combined single limit for each occurrence, insuring against professional errors and omissions in the Services performed by Consultant under this Agreement, including, without limitation, claims for negligence, misrepresentation, violation of good faith and fair dealing, and inaccurate advise arising out of, resulting from, or in connection with Services performed by Consultant under this Agreement.

D. Excess Limits. If Consultant maintains higher limits than the minimums shown above, City requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

E. Primary Coverage. For any claims related to this contract the Consultants insurance coverage shall be primary insurance as respects to City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of Consultants insurance and shall not contribute with it.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions of $25,000 or greater must be declared to and approved by the City.

G. Other Insurance Provisions. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its agent, officers, officials, employees, and volunteers are to be covered as additional insured as respects: liability arising out of work or operations performed by the Consultant or Consultant's subconsultants; or automobile owned, leased, hired or borrowed by the Consultant.
2. For any claims related to Consultant's conduct while performing the work of this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its agents, officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its agents, officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subsection (b) of Section 2782 of the Civil Code.

H. Waiver of Subrogation. Consultant's commercial general liability, automobile liability, workers' compensation, and employer's liability policies shall be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its agents, officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City.

I. The Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

J. Verification of Coverage. Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on forms that conform to City requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

SECTION 8 – INDEMNIFICATION

A. To the fullest extent allowed by law (including without limitation California Civil Code Sections 2782 and 2782.8), as may be applicable, Consultant shall indemnify, defend, and hold harmless City, its agents, officers, officials, employees, representatives, and volunteers from any and all claims, demands, suits, loss, damages, injury, and/or liability (including any and all costs and expenses in connection therewith, including legal fees and expert witness costs) (collectively, "Liabilities"), incurred by reason of any negligent or otherwise wrongful act or omission of Consultant, its officers, employees, subconsultants, and subcontractors, or any of them, under or in connection with this Agreement; and Consultant agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against

City, its agents, officers, officials, employees and volunteers, or any of them, arising out of, pertaining to, or relating to such negligent or otherwise wrongful act or omission, and to pay and satisfy any resulting judgments.

B. When Consultant under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, professional engineer, or land surveyor (i.e., a "design professional," pursuant to Civil Code § 2782.8(c)), the provisions of this section regarding Consultant's duty to defend and indemnify apply only to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant.

C. If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Consultant has agreed to indemnify Indemnitees as provided above, Consultant, upon notice from City, shall defend Indemnitees at Consultant's expense. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to Indemnification in order to be so indemnified. The insurance required to be maintained by Consultant shall ensure Consultant's obligations under this section, but the limits of such insurance shall not limit the liability of Consultant hereunder. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

D. The provisions of this section do not apply to claims to the extent occurring as a result of the City's sole negligence, active negligence, or willful acts or misconduct.

E. Duty to Cooperate. Each party shall notify the other party immediately in writing of any claim or damage related to activities or Services performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of all Liabilities arising out of the activities or Services under this Agreement.

F. In the event that Consultant executes any subconsulting agreements in connection with the Services performed under this Agreement, Consultant shall place in all such subconsulting agreements, and cause its subconsultants to agree to, the indemnity and insurance obligations in favor of City and other Indemnitees, as provided herein, in the exact form and substance of those contained in this Agreement.

SECTION 9 – INDEPENDENT CONTRACTOR STATUS

A. Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Consultant shall have no authority to bind City in any manner or to incur an obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

B. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or

any of Consultant's officers, employees or agents are in any manner officials, officers, employees or agents of City.

C. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

SECTION 10 – CONFLICTS OF INTEREST AND ANTI-FRAUD AND ANTI-CORRUPTION POLICIES

A. Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of Services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the City Manager. Consultant agrees to at all times avoid conflicts with the interests of City in the performance of this Agreement.

B. City understands and acknowledges that Consultant is, as of the date of execution of this Agreement, independently involved in the performance of non-related Services for other governmental agencies and private parties. Consultant is aware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.

C. Consultant understands and acknowledges City maintains an anti-fraud and anti-corruption policy to protect the City, its operations, and its employees from and against financial risks, operational breaches, and unethical, fraudulent and corrupt activities. Consultant represents and warrants that Consultant, its subcontractor(s) / subconsultant(s) and their respective employees providing Services pursuant to the Agreement are (1) in good standing; (2) have not been previously investigated, convicted, or debarred for fraudulent or corrupt activities; (3) will not participate in fraudulent or corrupt activities, and (4) will take steps to ensure that its employees and subcontractor(s) / subconsultant(s) employees do not participate in any fraudulent or corrupt activities. Consultant acknowledges and agrees further that it has a duty to and will report to City any information or incident(s) about possible fraudulent or corrupt activities Consultant may discover, and will cooperate in any fraud or corruption investigation conducted, with respect to Consultant's service provided pursuant to this Agreement.

SECTION 11 – OWNERSHIP OF DOCUMENTS

A. Customer will own any website graphic designs, Services content, module content, importable/exportable data, and archived information ("Customer Content") created by CivicPlus on behalf of Customer pursuant to this Agreement. "Customer Content" also includes, without limitation, any elements of text, graphics, images, photos, audio, video, designs, artworks, logos, trademarks, services marks, and other materials or content

which Customer provides to CivicPlus for processing, transmission, storage, or inputs into any website, software or module in connection with any Services. Customer Content excludes any content in the public domain and any content owned or licensed by CivicPlus, whether in connection with providing Services or otherwise.

B. Upon completion of the Project Development, Customer will take over the management and control of the Services and Customer will assume full responsibility for Customer Content not created by CivicPlus maintenance and administration. Customer, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content not created by CivicPlus. Customer hereby grants CivicPlus a worldwide, non-exclusive right and license to reproduce, distribute and display the Customer Content but only to the extent necessary to provide the Services. Customer owns all Customer Content. Customer agrees that CivicPlus shall not be responsible or liable for the content of messages created by Customer or by Customer's Users or end-users who access Service. Notwithstanding the foregoing, CivicPlus retains the right, but not the obligation, to remove from its Services any Customer Content that is libelous, harassing, abusive, fraudulent, defamatory, excessively profane, obscene, abusive, hate related, violent, harmful to minors, that advocates racial or ethnic intolerance, intended to advocate or advance computer hacking or cracking, or other material, products or services that violate or encourage conduct that would violate any laws or third-party rights.
C. Customer shall have the ability to download the Customer Content and export the data that is processed through the Services ("Customer Data") at all times during the Services. CivicPlus shall export Customer Content and Customer Data and provide the Customer Content and Customer Data to Customer in a commonly used format, at any time during the Services , upon demand. Upon termination of the Services or this Agreement, whether or not Customer has retrieved or requested the Customer Content or Customer Data, CivicPlus may delete the Customer Content and Customer Data held in the Services thirty (30) days following termination of the Services or this Agreement. During the thirty (30) day period following termination of the Services or this Agreement, regardless of the reason for its termination, Customer will not have access to the Services except as necessary to effectuate the this section C.
D. Intellectual Property in the software or other original works created by or licensed to CivicPlus, including all software source code, documents, and materials used in performing the Services ("CivicPlus Property") will remain the property of CivicPlus. CivicPlus Property specifically excludes Customer Content. Customer shall not:

    a) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way, except as specifically provided in the applicable SOW;
    b) adapt, alter, modify, or make derivative works based upon any CivicPlus Property;
    c) create internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or internet-based device that may allow third-party entities, other than Customer, to use the Services;

d) reverse engineer, decompile, disassemble, or otherwise attempt to obtain the software source code to all or any portion of the Services;
e) make any attempt to gain unauthorized access to the Services and/or any of CivicPlus' systems or networks; or
f) access any CivicPlus Property in order to:

1. build a competitive product or service,
2. build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or
3. copy any ideas, features, functions or graphics of any CivicPlus Property.

The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them outside of the licenses set forth in this Agreement.

E. CivicPlus hereby grants Customer a limited, nontransferable, nonexclusive, non-assignable license to access and use the CivicPlus Property associated with the Services or this Agreement, for the term of this Agreement. The license set forth herein, shall only apply to the extent that Customer is using the Services for legitimate use as intended by the purpose of the Services.
F. All CivicPlus helpful information and user's guides for the Services ("Documentation") are maintained and updated electronically by CivicPlus and can be accessed through the CivicPlus "Help Center". CivicPlus does not provide paper copies of its Documentation. Customer and its Users are granted a limited license to access Documentation as needed. Customer shall not copy, download, distribute, or make derivatives of the Documentation.
G. Customer acknowledges that CivicPlus may continually develop, alter, deliver, and provide to the Customer ongoing innovation to the Services, in the form of new features and functionalities. CivicPlus reserves the right to modify the Services from time to time. Any modifications or improvements to the Services will be provided to the Customer at no additional charge. In the event that CivicPlus creates new products or significant enhancements to the Services ("New Services").
H. CivicPlus in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Customer to CivicPlus in connection with its access to and use of the Services (all reports, comments and suggestions provided by Customer hereunder constitute, collectively, the "Feedback"). Customer hereby grants to CivicPlus a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback in the CivicPlus products and services.

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

A. All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.

B. Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided consultant gives City notice of such court order or subpoena.

C. If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including reasonable attorneys' fees, caused by or incurred as a result of Consultant's conduct.

D. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response.

SECTION 13 – SUSPENSION OF WORK

City may, at any time, by thirty (30) days written notice suspend further performance by Consultant. All suspensions shall extend the time schedule for performance in a mutually satisfactory manner and Consultant shall be paid for Services performed and reimbursable expenses incurred prior to the suspension date.

SECTION 14 – COMPLIANCE WITH LAW

Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section. In performing its obligations under this Agreement, Consultant shall do so in a manner which complies with applicable law.

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

During the performance of this contract, Consultant agrees as follows:

A. Equal Employment Opportunity. In connection with the execution of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, ancestry, age, sexual orientation, gender, gender identity and gender

expression as protected categories specifically and expressively in that category, physical handicap, medical condition, marital status, sex, or national origin. Such actions shall include, but not be limited to, the following: employment, promotion, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training including apprenticeship.

B. Nondiscrimination Civil Rights Act of l964. Consultant will comply with all federal regulations relative to nondiscrimination to federally-assisted programs.

C. Solicitations for Subcontractors including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations, made by Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor, supplier, or lessor shall be notified by Consultant of Consultant's obligations under this Agreement and the regulations relative to nondiscrimination.

SECTION 16 – COMPLIANCE WITH CALIFORNIA LABOR CODE REQUIREMENTS

A. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

B. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

C. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, and employees free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

SECTION 17 – AUDIT AND INSPECTION OF RECORDS

A. Records of Consultant's direct labor costs, payroll costs, and reimbursable expenses pertaining to this project covered by this Agreement will be kept on a generally recognized accounting basis and made available to City if and when required for a period of up to 3 years from the date of Consultant's final invoice.

B. Consultant shall maintain all documents and records prepared by or furnished to Consultant during the course of performing the Services for at least three (3) years following completion of the Services. Such records include, but are not limited to, correspondence, internal memoranda, technical reports and investigations, calculations, books and accounts, accounting records documenting its work under its Agreement, and invoices, payrolls, records and all other data related to matters covered by this Agreement.

C. Consultant shall permit City to audit, examine and make copies, excerpts and transcripts from such records, and the Consultant shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any matter whatsoever for three (3) years after City makes the final or last payment or within three (3) years after any pending issues between City and Consultant with respect to this Agreement are closed, whichever is later.

SECTION 18 – LIMITATION OF LIABILITY

A. Consultant agrees that any liability of City arising in connection with this Agreement shall be limited exclusively to the City-entity identified as the "City" under this Contract. Under no circumstance shall any other City-entity be liable to Consultant under any theory, whether in contract, tort, or otherwise, and Consultant waives unconditionally any such claims. Consultant hereby waives and release other City-entites from any liability under this Agreement.

B. Notwithstanding any other provision of this Agreement, in no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed hereunder.

SECTION 19 – COOPERATION BY CITY

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in the Exhibit A, "Scope of Services", shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

SECTION 20 – NOTICES

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by facsimile or first class mail, addressed as follows:

To City:
City Manager
1088 College Avenue
St. Helena, California 94574

To Consultant:
Steven Skok
Contract Manager
Civic Plus
302 South 4th Street
Suite 500
Manhattan, KS 66502

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile, or, if mailed, three (3) days after deposit in the custody of the U.S. Postal Service.

SECTION 21 – TERMINATION

A. Either Party may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to the other Party. If such notice is given, Consultant shall cease immediately all work in progress.

B. If either Consultant or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Consultant, or City may terminate this Agreement immediately unless such default is remedied by the end of a thirty (30) day cure period.

C. Upon termination of this Agreement by either Consultant or City, all property belonging to City which is in Consultant's possession shall be delivered to City. Consultant shall furnish to City a final invoice for work performed and expenses incurred by Consultant, prepared as set forth in this Agreement.

SECTION 22 – ATTORNEYS' FEES

If litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorneys' fees, costs and expenses, in addition to any other relief to which it may be

entitled. In addition, any legal fees, costs and expenses incurred to enforce the provisions of this Agreement shall be reimbursed to the prevailing party.

SECTION 23 – ENTIRE AGREEMENT

This Agreement, including the attached Exhibits, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Consultant and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 24 – SUCCESSORS AND ASSIGNS

This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties. However, this Agreement shall not be assigned by Consultant without written consent of the City. Such consent shall not be unreasonably withheld. Notwithstanding the foregoing, Consultant may assign and transfer all of its rights under this Agreement by a sale of a majority of its assets or merger.

SECTION 25 – CONTINUITY OF PERSONNEL

Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the Services required under this Agreement.

SECTION 26 – DEFAULT

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default and may terminate this Agreement upon the completion of a thirty (30) day cure periodafter written notice to Consultant.

SECTION 27 – WAIVER

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or Services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 28 – LAW TO GOVERN; VENUE

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall

lie exclusively in the County of Napa. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Northern District of California, in San Francisco.

SECTION 29 – SEVERABILITY

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

SECTION 30 – THIRD PARTY BENEFICIARIES

Consultant's subconsultants shall agree to be bound to the terms of the Agreement to the extent of their scope of Services, including but not limited to, terms regarding indemnity and dispute resolution, and shall agree that City is deemed an express third party beneficiary of their subconsultant agreements. Nothing contained in this Agreement, however, shall operate to confer such or similar rights or benefits on persons or entities not party to this Agreement.

SECTION 31 – STATUTES OF LIMITATION

As between the parties to this Agreement, any applicable statute of limitations for action arising out of, pertaining to, or relating to any act or failure to act in connection with this Agreement shall commence to run on the date of City's issuance of the final Certificate for Payment, or termination of this Agreement, whichever is earlier, except for latent defects and/or deficiencies, for which the applicable statute of limitation shall begin to run upon discovery of the defect and/or deficiency and its cause.

SECTION 32 – SPECIAL PROVISIONS

This Agreement is subject to the following special provisions: none.

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Agreement upon the terms, conditions, and provisions above stated, the day and year first above written.

Consultant:	City:
By: _____	By: _____
Name: _____	Name: Anil Comelo
Title:_____	Title: City Manager

Approved as to Form:

By: _____
Name: Ethan Walsh
Title: City Attorney

CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502
US

Statement of Work

Quote #: Q-37367-1
Date: 2/8/2023 11:29 PM
Expires On: 6/30/2023

Client:
SAINT HELENA, CALIFORNIA

Bill To:
SAINT HELENA, CALIFORNIA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Steven Skok	x	steven.skok@civicplus.com		Net 30

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
4.00	Virtual Content Consulting - CivicEngage	Virtual Content Consulting Up to 4 Hours - CivicEngage	One-time
1.00	Annual - CivicEngage Central	Annual - CivicEngage Central	Renewable
1.00	CivicEngage Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable
1.00	Hosting & Security Annual Fee - CivicEngage Central	Hosting & Security Annual Fee - CivicEngage Central	Renewable
1.00	CivicEngage Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable
1.00	SSL Management – CP Provided Only	SSL Management – CP Provided Only 1 per domain (Annually Renews)	Renewable
1.00	CivicEngage Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable
1.00	DNS and Domain Hosting Setup (http://URL)	DNS and Domain Hosting Setup https://www.cityofsthelena.org/	One-time
1.00	DNS and Domain Hosting Annual Fee (http://URL)	DNS and Domain Hosting Annual Fee https://www.cityofsthelena.org/	Renewable
1.00	CivicEngage Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable
1.00	Premium Implementation - CivicEngage	Premium Implementation	One-time
1.00	48 Month Redesign Premium Annual - CivicEngage Central	48 Month Redesign Premium Annual - CivicEngage Central	Renewable

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
1.00	CivicEngage Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable
200.00	Content Development - 1 Page - CivicEngage	Content Development - 1 Page - CivicEngage	One-time
6.00	System Training (4h, virtual) - CivicEngage	CivicEngage System Training - Virtual, Up to 4 Hours	One-time

~~List Price - Year 1 Total~~	~~USD 32,193.58~~
Total Investment - Initial Term	USD 23,132.83
Annual Recurring Services - Year 2	USD 7,950.00

Initial Term & Renewal Date	
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Renewal Invoice Schedule	Annually on date of signing
Annual Uplift	starting in Year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at https://www.civicplus.help/hc/en-us/p/legal-stuff (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

AGREEMENT FOR PROFESSIONAL SERVICES
CIVIC REC SOFTWARE SERVICE AGREEMENT

THIS AGREEMENT, made and entered into on July 28, 2023 by and between the City of St. Helena, located in the County of Napa, State of California ("City" or "Customer"), and Civic Plus ("Consultant" or "CivicPlus").

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as Civic Rec Software Service Agreement.

B. Consultant has represented that Consultant has the necessary expertise, experience, and qualifications to perform the required duties.

NOW, THEREFORE, in consideration of the mutual premises, covenants, and conditions herein contained, the parties agree as follows:

SECTION 1 – BASIC SERVICES

Consultant agrees to perform the services set forth in **Exhibit A, "Statement of Work"** and made part of this Agreement.

SECTION 2 – ADDITIONAL SERVICES

Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to or outside of those set forth in this Agreement or **Exhibit A, "Statement of Work"** (the "Services"), unless such additional Services and compensation are authorized in advance and in writing by the City Council or City Manager of the City.

SECTION 3 – TIME FOR COMPLETION

The time for completion of Services shall be as identified and approved by both parties during the initial meeting and are binding. The parties expressly agree that time is of the essence in the performance of this Agreement. Notwithstanding the foregoing, Consultant will not be liable or responsible for any delay in the time or completion of the Services due to the action or inaction of City

SECTION 4 – COMPENSATION AND METHOD OF PAYMENT

A. Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified in **Exhibit A, Page 1** attached hereto and made a part hereof. Compensation schedule will be as outlined in the Statement of Work as follows:

Total Investment – Initial Term: $13,000.00
Recurring Services – Year 2: $4,500.00

Recurring Services – Year 3: $7,743.75

Year three and beyond: Additional Annual uplift of 5% starting after year 3 and added annually thereafter.

Total compensation shall not exceed $25,243.00 for the three-year contract period unless additional compensation is approved in accordance with Section 2.

B. Consultant shall furnish to City an original invoice for all Services and expenses incurred per the Invoice Schedule. The invoice shall detail charges by the following categories if applicable: labor (by sub-category), travel, materials, equipment, supplies, subconsultant contracts, and miscellaneous expenses. Each original invoice furnished shall include , the cumulative Agreement amount. City shall independently review each invoice submitted to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement.

C. Payment to the Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

D. Invoice Schedule: Consultant will invoice 50% of the initial term upon signature of contract and 50% upon launch of product, and annually thereafter based on the contract signature date.

SECTION 5 – STANDARD OF PERFORMANCE

A. Consultant represents and confirms that it has the qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons in the same or similar geographical area engaged in providing Services similar to those required of Consultant under this Agreement ("Standard of Care").

B. In order to induce City to enter into this Agreement, Consultant represents that it is duly organized, existing and in good standing under applicable state law; Consultant is licensed to perform all aspects of the Services; Consultant will employ only persons and Subconsultants with all required licenses and certifications; that Consultant is duly qualified to conduct business in the State; that Consultant has duly authorized the execution, delivery and performance of this Agreement and the Services to be performed herein; and that the Agreement does not violate or create a default under any instrument, agreement, order or decree binding on Consultant.

SECTION 6 – INSPECTION AND FINAL ACCEPTANCE

Reserved.

SECTION 7 – INSURANCE REQUIRED

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees, as indicated:

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:
   1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001 or equivalent).
   2. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

B. Minimum Limits of Insurance. Consultant shall maintain limits no less than:
   1. General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations, as applicable. If Commercial General Liability Insurance or other form with a General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
   2. Employer's Liability: $1,000,000 per accident for bodily injury or disease.

C. Cyber Liability Insurance. When Consultant under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, environmental engineer or other professional engineer, or land surveyor ("design professional"), Consultant shall maintain at least $2,000,000 of professional liability insurance. When Consultant is not a design professional, Consultant shall maintain at least $1,000,000 of professional liability insurance combined single limit for each occurrence, insuring against professional errors and omissions in the Services performed by Consultant under this Agreement, including, without limitation, claims for negligence, misrepresentation, violation of good faith and fair dealing, and inaccurate advise arising out of, resulting from, or in connection with Services performed by Consultant under this Agreement.

D. Excess Limits. If Consultant maintains higher limits than the minimums shown above, City requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

E. Primary Coverage. For any claims related to this contract the Consultants insurance coverage shall be primary insurance as respects to City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of Consultants insurance and shall not contribute with it.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions of $25,000 or greater must be declared to and approved by the City.

G. Other Insurance Provisions. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its agent, officers, officials, employees, and volunteers are to be covered as additional insured as respects: liability arising out of work or operations performed by the Consultant or Consultant's subconsultants; or automobile owned, leased, hired or borrowed by the Consultant.
2. For any claims related to Consultant's conduct while performing the work of this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its agents, officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its agents, officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subsection (b) of Section 2782 of the Civil Code.

H. Waiver of Subrogation. Consultant's commercial general liability, automobile liability, workers' compensation, and employer's liability policies shall be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its agents, officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City.

I. The Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

J. Verification of Coverage. Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on forms that conform to City requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

SECTION 8 – INDEMNIFICATION

A. To the fullest extent allowed by law (including without limitation California Civil Code Sections 2782 and 2782.8), as may be applicable, Consultant shall indemnify, defend, and hold harmless City, its agents, officers, officials, employees, representatives, and volunteers from any and all claims, demands, suits, loss, damages, injury, and/or liability (including any and all costs and expenses in connection therewith, including legal fees and expert witness costs) (collectively, "Liabilities"), incurred by reason of any negligent or otherwise wrongful act or omission of Consultant, its officers, employees, subconsultants, and subcontractors, or any of them, under or in connection with this Agreement; and Consultant agrees at its own cost, expense and risk to

defend any and all claims, actions, suits, or other legal proceedings brought or instituted against City, its agents, officers, officials, employees and volunteers, or any of them, arising out of, pertaining to, or relating to such negligent or otherwise wrongful act or omission, and to pay and satisfy any resulting judgments.

B. When Consultant under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, professional engineer, or land surveyor (i.e., a "design professional," pursuant to Civil Code § 2782.8(c)), the provisions of this section regarding Consultant's duty to defend and indemnify apply only to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant.

C. If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Consultant has agreed to indemnify Indemnitees as provided above, Consultant, upon notice from City, shall defend Indemnitees at Consultant's expense. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to Indemnification in order to be so indemnified. The insurance required to be maintained by Consultant shall ensure Consultant's obligations under this section, but the limits of such insurance shall not limit the liability of Consultant hereunder. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

D. The provisions of this section do not apply to claims to the extent occurring as a result of the City's sole negligence, active negligence, or willful acts or misconduct.

E. Duty to Cooperate. Each party shall notify the other party immediately in writing of any claim or damage related to activities or Services performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of all Liabilities arising out of the activities or Services under this Agreement.

F. In the event that Consultant executes any subconsulting agreements in connection with the Services performed under this Agreement, Consultant shall place in all such subconsulting agreements, and cause its subconsultants to agree to, the indemnity and insurance obligations in favor of City and other Indemnitees, as provided herein, in the exact form and substance of those contained in this Agreement.

SECTION 9 – INDEPENDENT CONTRACTOR STATUS

A. Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Consultant shall have no authority to bind City in any manner or to incur an obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

B. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth

in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, officers, employees or agents of City.

C. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

SECTION 10 – CONFLICTS OF INTEREST AND ANTI-FRAUD AND ANTI-CORRUPTION POLICIES

A. Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of Services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the City Manager. Consultant agrees to at all times avoid conflicts with the interests of City in the performance of this Agreement.

B. City understands and acknowledges that Consultant is, as of the date of execution of this Agreement, independently involved in the performance of non-related Services for other governmental agencies and private parties. Consultant is aware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.

C. Consultant understands and acknowledges City maintains an anti-fraud and anti-corruption policy to protect the City, its operations, and its employees from and against financial risks, operational breaches, and unethical, fraudulent and corrupt activities. Consultant represents and warrants that Consultant, its subcontractor(s) / subconsultant(s) and their respective employees providing Services pursuant to the Agreement are (1) in good standing; (2) have not been previously investigated, convicted, or debarred for fraudulent or corrupt activities; (3) will not participate in fraudulent or corrupt activities, and (4) will take steps to ensure that its employees and subcontractor(s) / subconsultant(s) employees do not participate in any fraudulent or corrupt activities. Consultant acknowledges and agrees further that it has a duty to and will report to City any information or incident(s) about possible fraudulent or corrupt activities Consultant may discover, and will cooperate in any fraud or corruption investigation conducted, with respect to Consultant's service provided pursuant to this Agreement.

SECTION 11 – OWNERSHIP OF DOCUMENTS

A. Customer will own any website graphic designs, Services content, module content, importable/exportable data, and archived information ("Customer Content") created by CivicPlus on behalf of Customer pursuant to this Agreement. "Customer Content" also includes, without limitation, any elements of text, graphics, images, photos, audio, video,

designs, artworks, logos, trademarks, services marks, and other materials or content which Customer provides to CivicPlus for processing, transmission, storage, or inputs into any website, software or module in connection with any Services. Customer Content excludes any content in the public domain and any content owned or licensed by CivicPlus, whether in connection with providing Services or otherwise.

B. Upon completion of the Project Development, Customer will take over the management and control of the Services and Customer will assume full responsibility for Customer Content not created by CivicPlus maintenance and administration. Customer, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content not created by CivicPlus. Customer hereby grants CivicPlus a worldwide, non-exclusive right and license to reproduce, distribute and display the Customer Content but only to the extent necessary to provide the Services. Customer owns all Customer Content. Customer agrees that CivicPlus shall not be responsible or liable for the content of messages created by Customer or by Customer's Users or end-users who access Service. Notwithstanding the foregoing, CivicPlus retains the right, but not the obligation, to remove from its Services any Customer Content that is libelous, harassing, abusive, fraudulent, defamatory, excessively profane, obscene, abusive, hate related, violent, harmful to minors, that advocates racial or ethnic intolerance, intended to advocate or advance computer hacking or cracking, or other material, products or services that violate or encourage conduct that would violate any laws or third-party rights.
C. Customer shall have the ability to download the Customer Content and export the data that is processed through the Services ("Customer Data") at all times during the Services. CivicPlus shall export Customer Content and Customer Data and provide the Customer Content and Customer Data to Customer in a commonly used format, at any time during the Services , upon demand. Upon termination of the Services or this Agreement, whether or not Customer has retrieved or requested the Customer Content or Customer Data, CivicPlus may delete the Customer Content and Customer Data held in the Services thirty (30) days following termination of the Services or this Agreement. During the thirty (30) day period following termination of the Services or this Agreement, regardless of the reason for its termination, Customer will not have access to the Services except as necessary to effectuate the this section C.
D. Intellectual Property in the software or other original works created by or licensed to CivicPlus, including all software source code, documents, and materials used in performing the Services ("CivicPlus Property") will remain the property of CivicPlus. CivicPlus Property specifically excludes Customer Content. Customer shall not:

    a) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way, except as specifically provided in the applicable SOW;
    b) adapt, alter, modify, or make derivative works based upon any CivicPlus Property;
    c) create internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or

internet-based device that may allow third-party entities, other than Customer, to use the Services;

d) reverse engineer, decompile, disassemble, or otherwise attempt to obtain the software source code to all or any portion of the Services;
e) make any attempt to gain unauthorized access to the Services and/or any of CivicPlus' systems or networks; or
f) access any CivicPlus Property in order to:

    1. build a competitive product or service,
    2. build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or
    3. copy any ideas, features, functions or graphics of any CivicPlus Property.

The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them outside of the licenses set forth in this Agreement.

E. CivicPlus hereby grants Customer a limited, nontransferable, nonexclusive, non-assignable license to access and use the CivicPlus Property associated with the Services or this Agreement, for the term of this Agreement. The license set forth herein, shall only apply to the extent that Customer is using the Services for legitimate use as intended by the purpose of the Services.
F. All CivicPlus helpful information and user's guides for the Services ("Documentation") are maintained and updated electronically by CivicPlus and can be accessed through the CivicPlus "Help Center". CivicPlus does not provide paper copies of its Documentation. Customer and its Users are granted a limited license to access Documentation as needed. Customer shall not copy, download, distribute, or make derivatives of the Documentation.
G. Customer acknowledges that CivicPlus may continually develop, alter, deliver, and provide to the Customer ongoing innovation to the Services, in the form of new features and functionalities. CivicPlus reserves the right to modify the Services from time to time. Any modifications or improvements to the Services will be provided to the Customer at no additional charge. In the event that CivicPlus creates new products or significant enhancements to the Services ("New Services").
H. CivicPlus in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Customer to CivicPlus in connection with its access to and use of the Services (all reports, comments and suggestions provided by Customer hereunder constitute, collectively, the "Feedback"). Customer hereby grants to CivicPlus a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback in the CivicPlus products and services.

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

A. All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work

product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.

B. Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided consultant gives City notice of such court order or subpoena.

C. If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including reasonable attorneys' fees, caused by or incurred as a result of Consultant's conduct.

D. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response.

SECTION 13 – SUSPENSION OF WORK

City may, at any time, by thirty (30) days written notice suspend further performance by Consultant. All suspensions shall extend the time schedule for performance in a mutually satisfactory manner and Consultant shall be paid for Services performed and reimbursable expenses incurred prior to the suspension date.

SECTION 14 – COMPLIANCE WITH LAW

Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section. In performing its obligations under this Agreement, Consultant shall do so in a manner which complies with applicable law.

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

During the performance of this contract, Consultant agrees as follows:

A. Equal Employment Opportunity. In connection with the execution of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, ancestry, age, sexual orientation, gender, gender identity and gender expression as protected categories specifically and expressively in that category, physical handicap, medical condition, marital status, sex, or national origin. Such actions shall include, but not be limited to, the following: employment, promotion, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training including apprenticeship.

B. Nondiscrimination Civil Rights Act of l964. Consultant will comply with all federal regulations relative to nondiscrimination to federally-assisted programs.

C. Solicitations for Subcontractors including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations, made by Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor, supplier, or lessor shall be notified by Consultant of Consultant's obligations under this Agreement and the regulations relative to nondiscrimination.

SECTION 16 – COMPLIANCE WITH CALIFORNIA LABOR CODE REQUIREMENTS

A. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

B. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall

not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

C. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, and employees free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

SECTION 17 – AUDIT AND INSPECTION OF RECORDS

A. Records of Consultant's direct labor costs, payroll costs, and reimbursable expenses pertaining to this project covered by this Agreement will be kept on a generally recognized accounting basis and made available to City if and when required for a period of up to 3 years from the date of Consultant's final invoice.

B. Consultant shall maintain all documents and records prepared by or furnished to Consultant during the course of performing the Services for at least three (3) years following completion of the Services. Such records include, but are not limited to, correspondence, internal memoranda, technical reports and investigations, calculations, books and accounts, accounting records documenting its work under its Agreement, and invoices, payrolls, records and all other data related to matters covered by this Agreement.

C. Consultant shall permit City to audit, examine and make copies, excerpts and transcripts from such records, and the Consultant shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any matter whatsoever for three (3) years after City makes the final or last payment or within three (3) years after any pending issues between City and Consultant with respect to this Agreement are closed, whichever is later.

SECTION 18 – LIMITATION OF LIABILITY

A. Consultant agrees that any liability of City arising in connection with this Agreement shall be limited exclusively to the City-entity identified as the "City" under this Contract. Under no circumstance shall any other City-entity be liable to Consultant under any theory, whether in contract, tort, or otherwise, and Consultant waives unconditionally any such claims. Consultant hereby waives and release other City-entites from any liability under this Agreement.

B. Notwithstanding any other provision of this Agreement, in no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed hereunder.

SECTION 19 – COOPERATION BY CITY

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in the Exhibit A, "Scope of Services", shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

SECTION 20 – NOTICES

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by facsimile or first class mail, addressed as follows:

To City:
City Manager
1088 College Avenue
St. Helena, California 94574

To Consultant:
Steven Skok
Contract Manager
Civic Plus
302 South 4th Street
Suite 500
Manhattan, KS 66502

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile, or, if mailed, three (3) days after deposit in the custody of the U.S. Postal Service.

SECTION 21 – TERMINATION

A. Either Party may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to the other Party. If such notice is given, Consultant shall cease immediately all work in progress.

B. If either Consultant or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Consultant, or City may terminate this Agreement immediately unless such default is remedied by the end of a thirty (30) day cure period.

C. Upon termination of this Agreement by either Consultant or City, all property belonging to City which is in Consultant's possession shall be delivered to City. Consultant shall furnish to City a final invoice for work performed and expenses incurred by Consultant, prepared as set forth in this Agreement.

SECTION 22 – ATTORNEYS' FEES

If litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to an award

of reasonable attorneys' fees, costs and expenses, in addition to any other relief to which it may be entitled. In addition, any legal fees, costs and expenses incurred to enforce the provisions of this Agreement shall be reimbursed to the prevailing party.

SECTION 23 – ENTIRE AGREEMENT

This Agreement, including the attached Exhibits, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Consultant and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 24 – SUCCESSORS AND ASSIGNS

This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties. However, this Agreement shall not be assigned by Consultant without written consent of the City. Such consent shall not be unreasonably withheld. Notwithstanding the foregoing, Consultant may assign and transfer all of its rights under this Agreement by a sale of a majority of its assets or merger.

SECTION 25 – CONTINUITY OF PERSONNEL

Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the Services required under this Agreement.

SECTION 26 – DEFAULT

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default and may terminate this Agreement upon the completion of a thirty (30) day cure periodafter written notice to Consultant.

SECTION 27 – WAIVER

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or Services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 28 – LAW TO GOVERN; VENUE

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall

lie exclusively in the County of Napa. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Northern District of California, in San Francisco.

SECTION 29 – SEVERABILITY

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

SECTION 30 – THIRD PARTY BENEFICIARIES

Consultant's subconsultants shall agree to be bound to the terms of the Agreement to the extent of their scope of Services, including but not limited to, terms regarding indemnity and dispute resolution, and shall agree that City is deemed an express third party beneficiary of their subconsultant agreements. Nothing contained in this Agreement, however, shall operate to confer such or similar rights or benefits on persons or entities not party to this Agreement.

SECTION 31 – STATUTES OF LIMITATION

As between the parties to this Agreement, any applicable statute of limitations for action arising out of, pertaining to, or relating to any act or failure to act in connection with this Agreement shall commence to run on the date of City's issuance of the final Certificate for Payment, or termination of this Agreement, whichever is earlier, except for latent defects and/or deficiencies, for which the applicable statute of limitation shall begin to run upon discovery of the defect and/or deficiency and its cause.

SECTION 32 – SPECIAL PROVISIONS

This Agreement is subject to the following special provisions: none.

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Agreement upon the terms, conditions, and provisions above stated, the day and year first above written.

Consultant:	City:
By: _____	By: _____
Name: _____	Name: Anil Comelo
Title:_____	Title: City Manager

Approved as to Form:

By: _____
Name: Ethan Walsh
Title: City Attorney

Exhibit A

CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502
US

Statement of Work
Quote #: Q-40598-1
Date: 3/27/2023 12:29 PM
Expires On: 7/31/2023

Client:
SAINT HELENA, CALIFORNIA

Bill To:
SAINT HELENA, CALIFORNIA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Jessica Kehler	x	kehler@civicplus.com		Net 30

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
1.00	CivicRec Annual Fee	CivicRec Annual Fee	Renewable
1.00	CivicRec Pay Annual Fee - Forte	CivicRec Pay Annual maintenance and support fee	Renewable
1.00	CivicRec AudioEye Enterprise	AudioEye Enterprise for CivicRec	Renewable
1.00	CivicRec Premium	Premium Package -Project Coordination -Branded Public Portal -Help Center Access -Access to Live Project Support -Named Implementation Consultant	One-time
4.00	CivicRec Virtual Training (Half Day Block)	Training (Virtual) - half day, up to 4 hours	One-time
1.00	CivicRec Virtual Consulting (Half Day Block)	Consulting (Virtual) - half day, up to 4 hours	One-time
1.00	CivicRec Pay - Forte	CivicRec Pay - Forte	
1.00	CivicRec Pay Implementation - Forte	Includes setting CivicPlus Pay configuration, configuring CivicPlus products for accepting payments, advanced troubleshooting with our partner's support.	One-time

~~List Price - Year 1 Total~~	~~USD 36,135.00~~
Total Investment – Year 1	USD 13,000.00
Annual Recurring Services - Year 2	USD 4,500.00
Annual Recurring Services - Year 3	USD 7,743.75

Initial Term & Renewal Date	Beginning at signing and ending after 36 months. Renewal Date is annually on date of signing.

Initial Term Invoice Schedule	100% of the Total Investment - Year 1 invoiced at signing.
Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Renewal Invoice Schedule	Annually on Renewal Date
Annual Uplift	5% starting in Year 3

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at https://www.civicplus.help/hc/en-us/p/legal-stuff (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

AGREEMENT FOR PROFESSIONAL SERVICES
SEECLICKFIX SOFTWARE SERVICE AGREEMENT

THIS AGREEMENT, made and entered into on July 28, 2023 by and between the City of St. Helena, located in the County of Napa, State of California ("City" or "Customer"), and Civic Plus ("Consultant" or "CivicPlus").

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as SeeClickFix Software Service Agreement.

B. Consultant has represented that Consultant has the necessary expertise, experience, and qualifications to perform the required duties.

NOW, THEREFORE, in consideration of the mutual premises, covenants, and conditions herein contained, the parties agree as follows:

SECTION 1 – BASIC SERVICES

Consultant agrees to perform the services set forth in **Exhibit A, "Statement of Work"** and made part of this Agreement.

SECTION 2 – ADDITIONAL SERVICES

Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to or outside of those set forth in this Agreement or **Exhibit A, "Statement of Work"** (the "Services"), unless such additional Services and compensation are authorized in advance and in writing by the City Council or City Manager of the City.

SECTION 3 – TIME FOR COMPLETION

The time for completion of Services shall be as identified and approved by both parties during the initial meeting and are binding. The parties expressly agree that time is of the essence in the performance of this Agreement. Notwithstanding the foregoing, Consultant will not be liable or responsible for any delay in the time or completion of the Services due to the action or inaction of City

SECTION 4 – COMPENSATION AND METHOD OF PAYMENT

A. Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified in **Exhibit A, Page 1** attached hereto and made a part hereof. Compensation schedule will be as outlined in the Statement of Work as follows:

Total Investment – Initial Term: $10,000.00

Annual Recurring Services – Year 2: $10,500.00

Year three and beyond: Additional Annual uplift of 5% starting after year 2 and added annually thereafter.

Total compensation shall not exceed $20,500.00 for the two-year contract period unless additional compensation is approved in accordance with Section 2.

B. Consultant shall furnish to City an original invoice for all Services and expenses incurred per the Invoice Schedule. The invoice shall detail charges by the following categories if applicable: labor (by sub-category), travel, materials, equipment, supplies, subconsultant contracts, and miscellaneous expenses. Each original invoice furnished shall include , the cumulative Agreement amount. City shall independently review each invoice submitted to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement.

C. Payment to the Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

D. Invoice Schedule: Consultant will invoice 50% of the initial term upon signature of contract and 50% upon launch of product, and annually thereafter based on the contract signature date.

SECTION 5 – STANDARD OF PERFORMANCE

A. Consultant represents and confirms that it has the qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons in the same or similar geographical area engaged in providing Services similar to those required of Consultant under this Agreement ("Standard of Care").

B. In order to induce City to enter into this Agreement, Consultant represents that it is duly organized, existing and in good standing under applicable state law; Consultant is licensed to perform all aspects of the Services; Consultant will employ only persons and Subconsultants with all required licenses and certifications; that Consultant is duly qualified to conduct business in the State; that Consultant has duly authorized the execution, delivery and performance of this Agreement and the Services to be performed herein; and that the Agreement does not violate or create a default under any instrument, agreement, order or decree binding on Consultant.

SECTION 6 – INSPECTION AND FINAL ACCEPTANCE

Reserved.

SECTION 7 – INSURANCE REQUIRED

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees, as indicated:

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:
   1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001 or equivalent).
   2. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

B. Minimum Limits of Insurance. Consultant shall maintain limits no less than:
   1. General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations, as applicable. If Commercial General Liability Insurance or other form with a General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
   2. Employer's Liability: $1,000,000 per accident for bodily injury or disease.

C. Cyber Liability Insurance. When Consultant under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, environmental engineer or other professional engineer, or land surveyor ("design professional"), Consultant shall maintain at least $2,000,000 of professional liability insurance. When Consultant is not a design professional, Consultant shall maintain at least $1,000,000 of professional liability insurance combined single limit for each occurrence, insuring against professional errors and omissions in the Services performed by Consultant under this Agreement, including, without limitation, claims for negligence, misrepresentation, violation of good faith and fair dealing, and inaccurate advise arising out of, resulting from, or in connection with Services performed by Consultant under this Agreement.

D. Excess Limits. If Consultant maintains higher limits than the minimums shown above, City requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

E. Primary Coverage. For any claims related to this contract the Consultants insurance coverage shall be primary insurance as respects to City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of Consultants insurance and shall not contribute with it.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions of $25,000 or greater must be declared to and approved by the City.

G. Other Insurance Provisions. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its agent, officers, officials, employees, and volunteers are to be covered as additional insured as respects: liability arising out of work or operations performed by the Consultant or Consultant's subconsultants; or automobile owned, leased, hired or borrowed by the Consultant.
2. For any claims related to Consultant's conduct while performing the work of this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its agents, officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its agents, officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subsection (b) of Section 2782 of the Civil Code.

H. Waiver of Subrogation. Consultant's commercial general liability, automobile liability, workers' compensation, and employer's liability policies shall be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its agents, officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City.

I. The Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

J. Verification of Coverage. Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on forms that conform to City requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

SECTION 8 – INDEMNIFICATION

A. To the fullest extent allowed by law (including without limitation California Civil Code Sections 2782 and 2782.8), as may be applicable, Consultant shall indemnify, defend, and hold harmless City, its agents, officers, officials, employees, representatives, and volunteers from any and all claims, demands, suits, loss, damages, injury, and/or liability (including any and all costs and expenses in connection therewith, including legal fees and expert witness costs) (collectively, "Liabilities"), incurred by reason of any negligent or otherwise wrongful act or omission of Consultant, its officers, employees, subconsultants, and subcontractors, or any of them, under or in connection with this Agreement; and Consultant agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against

City, its agents, officers, officials, employees and volunteers, or any of them, arising out of, pertaining to, or relating to such negligent or otherwise wrongful act or omission, and to pay and satisfy any resulting judgments.

B. When Consultant under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, professional engineer, or land surveyor (i.e., a "design professional," pursuant to Civil Code § 2782.8(c)), the provisions of this section regarding Consultant's duty to defend and indemnify apply only to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant.

C. If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Consultant has agreed to indemnify Indemnitees as provided above, Consultant, upon notice from City, shall defend Indemnitees at Consultant's expense. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to Indemnification in order to be so indemnified. The insurance required to be maintained by Consultant shall ensure Consultant's obligations under this section, but the limits of such insurance shall not limit the liability of Consultant hereunder. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

D. The provisions of this section do not apply to claims to the extent occurring as a result of the City's sole negligence, active negligence, or willful acts or misconduct.

E. Duty to Cooperate. Each party shall notify the other party immediately in writing of any claim or damage related to activities or Services performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of all Liabilities arising out of the activities or Services under this Agreement.

F. In the event that Consultant executes any subconsulting agreements in connection with the Services performed under this Agreement, Consultant shall place in all such subconsulting agreements, and cause its subconsultants to agree to, the indemnity and insurance obligations in favor of City and other Indemnitees, as provided herein, in the exact form and substance of those contained in this Agreement.

SECTION 9 – INDEPENDENT CONTRACTOR STATUS

A. Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Consultant shall have no authority to bind City in any manner or to incur an obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

B. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or

any of Consultant's officers, employees or agents are in any manner officials, officers, employees or agents of City.

C. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

SECTION 10 – CONFLICTS OF INTEREST AND ANTI-FRAUD AND ANTI-CORRUPTION POLICIES

A. Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of Services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the City Manager. Consultant agrees to at all times avoid conflicts with the interests of City in the performance of this Agreement.

B. City understands and acknowledges that Consultant is, as of the date of execution of this Agreement, independently involved in the performance of non-related Services for other governmental agencies and private parties. Consultant is aware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.

C. Consultant understands and acknowledges City maintains an anti-fraud and anti-corruption policy to protect the City, its operations, and its employees from and against financial risks, operational breaches, and unethical, fraudulent and corrupt activities. Consultant represents and warrants that Consultant, its subcontractor(s) / subconsultant(s) and their respective employees providing Services pursuant to the Agreement are (1) in good standing; (2) have not been previously investigated, convicted, or debarred for fraudulent or corrupt activities; (3) will not participate in fraudulent or corrupt activities, and (4) will take steps to ensure that its employees and subcontractor(s) / subconsultant(s) employees do not participate in any fraudulent or corrupt activities. Consultant acknowledges and agrees further that it has a duty to and will report to City any information or incident(s) about possible fraudulent or corrupt activities Consultant may discover, and will cooperate in any fraud or corruption investigation conducted, with respect to Consultant's service provided pursuant to this Agreement.

SECTION 11 – OWNERSHIP OF DOCUMENTS

A. Customer will own any website graphic designs, Services content, module content, importable/exportable data, and archived information ("Customer Content") created by CivicPlus on behalf of Customer pursuant to this Agreement. "Customer Content" also includes, without limitation, any elements of text, graphics, images, photos, audio, video, designs, artworks, logos, trademarks, services marks, and other materials or content

which Customer provides to CivicPlus for processing, transmission, storage, or inputs into any website, software or module in connection with any Services. Customer Content excludes any content in the public domain and any content owned or licensed by CivicPlus, whether in connection with providing Services or otherwise.

B. Upon completion of the Project Development, Customer will take over the management and control of the Services and Customer will assume full responsibility for Customer Content not created by CivicPlus maintenance and administration. Customer, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content not created by CivicPlus. Customer hereby grants CivicPlus a worldwide, non-exclusive right and license to reproduce, distribute and display the Customer Content but only to the extent necessary to provide the Services. Customer owns all Customer Content. Customer agrees that CivicPlus shall not be responsible or liable for the content of messages created by Customer or by Customer's Users or end-users who access Service. Notwithstanding the foregoing, CivicPlus retains the right, but not the obligation, to remove from its Services any Customer Content that is libelous, harassing, abusive, fraudulent, defamatory, excessively profane, obscene, abusive, hate related, violent, harmful to minors, that advocates racial or ethnic intolerance, intended to advocate or advance computer hacking or cracking, or other material, products or services that violate or encourage conduct that would violate any laws or third-party rights.
C. Customer shall have the ability to download the Customer Content and export the data that is processed through the Services ("Customer Data") at all times during the Services. CivicPlus shall export Customer Content and Customer Data and provide the Customer Content and Customer Data to Customer in a commonly used format, at any time during the Services , upon demand. Upon termination of the Services or this Agreement, whether or not Customer has retrieved or requested the Customer Content or Customer Data, CivicPlus may delete the Customer Content and Customer Data held in the Services thirty (30) days following termination of the Services or this Agreement. During the thirty (30) day period following termination of the Services or this Agreement, regardless of the reason for its termination, Customer will not have access to the Services except as necessary to effectuate the this section C.
D. Intellectual Property in the software or other original works created by or licensed to CivicPlus, including all software source code, documents, and materials used in performing the Services ("CivicPlus Property") will remain the property of CivicPlus. CivicPlus Property specifically excludes Customer Content. Customer shall not:

    a) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way, except as specifically provided in the applicable SOW;
    b) adapt, alter, modify, or make derivative works based upon any CivicPlus Property;
    c) create internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or internet-based device that may allow third-party entities, other than Customer, to use the Services;

d) reverse engineer, decompile, disassemble, or otherwise attempt to obtain the software source code to all or any portion of the Services;
e) make any attempt to gain unauthorized access to the Services and/or any of CivicPlus' systems or networks; or
f) access any CivicPlus Property in order to:

1. build a competitive product or service,
2. build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or
3. copy any ideas, features, functions or graphics of any CivicPlus Property.

The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them outside of the licenses set forth in this Agreement.

E. CivicPlus hereby grants Customer a limited, nontransferable, nonexclusive, non-assignable license to access and use the CivicPlus Property associated with the Services or this Agreement, for the term of this Agreement. The license set forth herein, shall only apply to the extent that Customer is using the Services for legitimate use as intended by the purpose of the Services.
F. All CivicPlus helpful information and user's guides for the Services ("Documentation") are maintained and updated electronically by CivicPlus and can be accessed through the CivicPlus "Help Center". CivicPlus does not provide paper copies of its Documentation. Customer and its Users are granted a limited license to access Documentation as needed. Customer shall not copy, download, distribute, or make derivatives of the Documentation.
G. Customer acknowledges that CivicPlus may continually develop, alter, deliver, and provide to the Customer ongoing innovation to the Services, in the form of new features and functionalities. CivicPlus reserves the right to modify the Services from time to time. Any modifications or improvements to the Services will be provided to the Customer at no additional charge. In the event that CivicPlus creates new products or significant enhancements to the Services ("New Services").
H. CivicPlus in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Customer to CivicPlus in connection with its access to and use of the Services (all reports, comments and suggestions provided by Customer hereunder constitute, collectively, the "Feedback"). Customer hereby grants to CivicPlus a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback in the CivicPlus products and services.

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

A. All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.

B. Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided consultant gives City notice of such court order or subpoena.

C. If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including reasonable attorneys' fees, caused by or incurred as a result of Consultant's conduct.

D. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response.

SECTION 13 – SUSPENSION OF WORK

City may, at any time, by thirty (30) days written notice suspend further performance by Consultant. All suspensions shall extend the time schedule for performance in a mutually satisfactory manner and Consultant shall be paid for Services performed and reimbursable expenses incurred prior to the suspension date.

SECTION 14 – COMPLIANCE WITH LAW

Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section. In performing its obligations under this Agreement, Consultant shall do so in a manner which complies with applicable law.

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

During the performance of this contract, Consultant agrees as follows:

A. Equal Employment Opportunity. In connection with the execution of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, ancestry, age, sexual orientation, gender, gender identity and gender

expression as protected categories specifically and expressively in that category, physical handicap, medical condition, marital status, sex, or national origin. Such actions shall include, but not be limited to, the following: employment, promotion, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training including apprenticeship.

B. Nondiscrimination Civil Rights Act of l964. Consultant will comply with all federal regulations relative to nondiscrimination to federally-assisted programs.

C. Solicitations for Subcontractors including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations, made by Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor, supplier, or lessor shall be notified by Consultant of Consultant's obligations under this Agreement and the regulations relative to nondiscrimination.

SECTION 16 – COMPLIANCE WITH CALIFORNIA LABOR CODE REQUIREMENTS

A. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

B. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

C. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, and employees free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

SECTION 17 – AUDIT AND INSPECTION OF RECORDS

A. Records of Consultant's direct labor costs, payroll costs, and reimbursable expenses pertaining to this project covered by this Agreement will be kept on a generally recognized accounting basis and made available to City if and when required for a period of up to 3 years from the date of Consultant's final invoice.

B. Consultant shall maintain all documents and records prepared by or furnished to Consultant during the course of performing the Services for at least three (3) years following completion of the Services. Such records include, but are not limited to, correspondence, internal memoranda, technical reports and investigations, calculations, books and accounts, accounting records documenting its work under its Agreement, and invoices, payrolls, records and all other data related to matters covered by this Agreement.

C. Consultant shall permit City to audit, examine and make copies, excerpts and transcripts from such records, and the Consultant shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any matter whatsoever for three (3) years after City makes the final or last payment or within three (3) years after any pending issues between City and Consultant with respect to this Agreement are closed, whichever is later.

SECTION 18 – LIMITATION OF LIABILITY

A. Consultant agrees that any liability of City arising in connection with this Agreement shall be limited exclusively to the City-entity identified as the "City" under this Contract. Under no circumstance shall any other City-entity be liable to Consultant under any theory, whether in contract, tort, or otherwise, and Consultant waives unconditionally any such claims. Consultant hereby waives and release other City-entites from any liability under this Agreement.

B. Notwithstanding any other provision of this Agreement, in no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed hereunder.

SECTION 19 – COOPERATION BY CITY

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in the Exhibit A, "Scope of Services", shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

SECTION 20 – NOTICES

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by facsimile or first class mail, addressed as follows:

To City:
City Manager
1088 College Avenue
St. Helena, California 94574

To Consultant:
Steven Skok
Contract Manager
Civic Plus
302 South 4th Street
Suite 500
Manhattan, KS 66502

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile, or, if mailed, three (3) days after deposit in the custody of the U.S. Postal Service.

SECTION 21 – TERMINATION

A. Either Party may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to the other Party. If such notice is given, Consultant shall cease immediately all work in progress.

B. If either Consultant or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Consultant, or City may terminate this Agreement immediately unless such default is remedied by the end of a thirty (30) day cure period.

C. Upon termination of this Agreement by either Consultant or City, all property belonging to City which is in Consultant's possession shall be delivered to City. Consultant shall furnish to City a final invoice for work performed and expenses incurred by Consultant, prepared as set forth in this Agreement.

SECTION 22 – ATTORNEYS' FEES

If litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorneys' fees, costs and expenses, in addition to any other relief to which it may be

entitled. In addition, any legal fees, costs and expenses incurred to enforce the provisions of this Agreement shall be reimbursed to the prevailing party.

SECTION 23 – ENTIRE AGREEMENT

This Agreement, including the attached Exhibits, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Consultant and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 24 – SUCCESSORS AND ASSIGNS

This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties. However, this Agreement shall not be assigned by Consultant without written consent of the City. Such consent shall not be unreasonably withheld. Notwithstanding the foregoing, Consultant may assign and transfer all of its rights under this Agreement by a sale of a majority of its assets or merger.

SECTION 25 – CONTINUITY OF PERSONNEL

Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the Services required under this Agreement.

SECTION 26 – DEFAULT

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default and may terminate this Agreement upon the completion of a thirty (30) day cure periodafter written notice to Consultant.

SECTION 27 – WAIVER

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or Services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 28 – LAW TO GOVERN; VENUE

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall

lie exclusively in the County of Napa. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Northern District of California, in San Francisco.

SECTION 29 – SEVERABILITY

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

SECTION 30 – THIRD PARTY BENEFICIARIES

Consultant's subconsultants shall agree to be bound to the terms of the Agreement to the extent of their scope of Services, including but not limited to, terms regarding indemnity and dispute resolution, and shall agree that City is deemed an express third party beneficiary of their subconsultant agreements. Nothing contained in this Agreement, however, shall operate to confer such or similar rights or benefits on persons or entities not party to this Agreement.

SECTION 31 – STATUTES OF LIMITATION

As between the parties to this Agreement, any applicable statute of limitations for action arising out of, pertaining to, or relating to any act or failure to act in connection with this Agreement shall commence to run on the date of City's issuance of the final Certificate for Payment, or termination of this Agreement, whichever is earlier, except for latent defects and/or deficiencies, for which the applicable statute of limitation shall begin to run upon discovery of the defect and/or deficiency and its cause.

SECTION 32 – SPECIAL PROVISIONS

This Agreement is subject to the following special provisions: none.

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Agreement upon the terms, conditions, and provisions above stated, the day and year first above written.

Consultant:	City:
By: _____	By: _____
Name: _____	Name: Anil Comelo
Title:_____	Title: City Manager

Approved as to Form:

By: _____
Name: Ethan Walsh
Title: City Attorney

CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502
US

Statement of Work

Quote #: Q-37576-1
Date: 2/15/2023 8:31 AM
Expires On: 6/30/2023

Client:
SAINT HELENA, CALIFORNIA

Bill To:
SAINT HELENA, CALIFORNIA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Bryan Mertz	x	bryan.mertz@civicplus.com		Net 30

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
1.00	SeeClickFix Request	Unlimited gov user licenses for service request management tool to intake citizen submissions via mobile app. Assign requests internally, resolve issues and measure request performance. Includes support and virtual training services.	Renewable
1.00	Marketplace App Annual	Marketplace App Annual	Renewable

~~List Price - Year 1 Total~~	~~USD 15,611.09~~
Total Investment - Initial Term	USD 10,000.00
Annual Recurring Services - Year 2	USD 10,500.00

Initial Term & Renewal Date	12 Months
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Renewal Invoice Schedule	Annually on date of signing
Annual Uplift	5% starting in Year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at https://www.civicplus.help/hc/en-us/p/legal-stuff (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

JTH-CONTRACT-FY2023-035

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on April 25, 2023 by and between the City of St. Helena, located in the County of Napa, State of California (City), and Tripepi Smith and Associates, Inc. (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as City Communications Support Services.

B. Consultant has represented that Consultant has the necessary expertise, experience, and qualifications to perform the required duties.

NOW, THEREFORE, in consideration of the mutual premises, covenants, and conditions herein contained, the parties agree as follows:

SECTION 1 – BASIC SERVICES

Consultant agrees to perform the services set forth in **Exhibit A, "Scope of Services"** and made part of this Agreement.

SECTION 2 – ADDITIONAL SERVICES

Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to or outside of those set forth in this Agreement or **Exhibit A, "Scope of Services"** (the "Services"), unless such additional Services and compensation are authorized in advance and in writing by the City Council or City Manager of the City.

SECTION 3 – TIME FOR COMPLETION

The time for completion of Services shall be as identified in **Exhibit A, "Scope of Services"**. The parties expressly agree that time is of the essence in the performance of this Agreement.

SECTION 4 – COMPENSATION AND METHOD OF PAYMENT

A. Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified in Exhibit A, "Compensation" attached hereto and made a part hereof. Total compensation shall not exceed $24,000 unless additional compensation is approved in accordance with Section 2.

B. Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories if applicable: labor (by sub-category), travel, materials, equipment, supplies, subconsultant contracts, and miscellaneous expenses.

City shall independently review each invoice submitted to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. If no charges or expenses are disputed, the invoice shall be approved, and City will use its best efforts to cause Consultant to be paid within 30 days of receipt of invoice. If the City disputes any charges or expenses, the City will return the original invoice to Consultant for correction and resubmission. If the City reasonably determines, in its sole judgment, that the invoiced charges and expenses exceed the value of the Services performed to date and that it is probable that the Agreement will not be completed satisfactorily within the contract price, City may retain all or a portion of the invoiced charges and expenses. Within thirty (30) days of satisfactory completion of the project, City shall pay the retained amount, if any, to Consultant.

C. Payment to the Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

SECTION 5 – STANDARD OF PERFORMANCE

A. Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons in the same or similar geographical area engaged in providing Services similar to those required of Consultant under this Agreement.

B. In order to induce City to enter into this Agreement, Consultant represents that it is duly organized, existing and in good standing under applicable state law; Consultant is licensed to perform all aspects of the Services; Consultant will employ only persons and Subconsultants with all required licenses and certifications; that Consultant is duly qualified to conduct business in the State; that Consultant has duly authorized the execution, delivery and performance of this Agreement and the Services to be performed herein; and that the Agreement does not violate or create a default under any instrument, agreement, order or decree binding on Consultant.

SECTION 6 – INSPECTION AND FINAL ACCEPTANCE

City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed. City shall reject or finally accept Consultant's work within sixty (60) days after submitted to City, unless the parties mutually agree to extend such deadline. City shall reject work by a timely written explanation, otherwise Consultant's work shall be deemed to have been accepted. City's acceptance shall be conclusive as to such work except with respect to latent defects and fraud. Acceptance of any of Consultant's work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, the sections pertaining to indemnification and insurance.

SECTION 7 – INSURANCE REQUIRED

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees, as indicated:

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:
   1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
   2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
   3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

B. Minimum Limits of Insurance. Consultant shall maintain limits no less than:
   1. General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations, as applicable. If Commercial General Liability Insurance or other form with a General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
   2. Automobile Liability: $1,000,000 per accident for bodily injury and property damage.
   3. Employer's Liability: $1,000,000 per accident for bodily injury or disease.

C. Professional Liability Insurance. When Consultant under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, environmental engineer or other professional engineer, or land surveyor ("design professional"), Consultant shall maintain at least $2,000,000 of professional liability insurance. When Consultant is not a design professional, Consultant shall maintain at least $1,000,000 of professional liability insurance combined single limit for each occurrence, insuring against professional errors and omissions in the Services performed by Consultant under this Agreement, including, without limitation, claims for negligence, misrepresentation, violation of good faith and fair dealing, and inaccurate advise arising out of, resulting from, or in connection with Services performed by Consultant under this Agreement.

D. Excess Limits. If Consultant maintains higher limits than the minimums shown above, City requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

E. Primary Coverage. For any claims related to this contract the Consultants insurance coverage shall be primary insurance as respects to City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of Consultants insurance and shall not contribute with it.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions of $25,000 or greater must be declared to and approved by the City.

G. Other Insurance Provisions. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its agent, officers, officials, employees, and volunteers are to be covered as additional insured as respects: liability arising out of work or operations performed by the Consultant or Consultant's subconsultants; or automobile owned, leased, hired or borrowed by the Consultant.
2. For any claims related to Consultant's conduct while performing the work of this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its agents, officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its agents, officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subsection (b) of Section 2782 of the Civil Code.

H. Waiver of Subrogation. Consultant's commercial general liability, automobile liability, workers' compensation, and employer's liability policies shall be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its agents, officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City.

I. The Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

J. Verification of Coverage. Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on forms that conform to City requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

SECTION 8 – INDEMNIFICATION

A. To the fullest extent allowed by law (including without limitation California Civil Code Sections 2782 and 2782.8), as may be applicable, Consultant shall indemnify, defend, and hold harmless City, its agents, officers, officials, employees, representatives, and volunteers from any and all claims, demands, suits, loss, damages, injury, and/or liability (including any and all costs and expenses in connection therewith, including legal fees and expert witness costs)

(collectively, "Liabilities"), incurred by reason of any negligent or otherwise wrongful act or omission of Consultant, its officers, agents, employees, subconsultants, and subcontractors, or any of them, under or in connection with this Agreement; and Consultant agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against City, its agents, officers, officials, employees and volunteers, or any of them, arising out of, pertaining to, or relating to such negligent or otherwise wrongful act or omission, and to pay and satisfy any resulting judgments.

B. When Consultant under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, professional engineer, or land surveyor (i.e., a "design professional," pursuant to Civil Code § 2782.8(c)), the provisions of this section regarding Consultant's duty to defend and indemnify apply only to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant.

C. If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Consultant has agreed to indemnify Indemnitees as provided above, Consultant, upon notice from City, shall defend Indemnitees at Consultant's expense by counsel acceptable to City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to Indemnification in order to be so indemnified. The insurance required to be maintained by Consultant shall ensure Consultant's obligations under this section, but the limits of such insurance shall not limit the liability of Consultant hereunder. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

D. The provisions of this section do not apply to claims to the extent occurring as a result of the City's sole negligence, active negligence, or willful acts or misconduct.

E. Duty to Cooperate. Each party shall notify the other party immediately in writing of any claim or damage related to activities or Services performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of all Liabilities arising out of the activities or Services under this Agreement.

F. In the event that Consultant executes any subconsulting agreements in connection with the Services performed under this Agreement, Consultant shall place in all such subconsulting agreements, and cause its subconsultants to agree to, the indemnity and insurance obligations in favor of City and other Indemnitees, as provided herein, in the exact form and substance of those contained in this Agreement.

SECTION 9 – INDEPENDENT CONTRACTOR STATUS

A. Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Consultant shall have no authority to bind City in any manner or to incur an obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

B. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City, nor any

elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, officers, employees or agents of City.

C. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

SECTION 10 – CONFLICTS OF INTEREST AND ANTI-FRAUD AND ANTI-CORRUPTION POLICIES

A. Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of Services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the City Manager. Consultant agrees to at all times avoid conflicts with the interests of City in the performance of this Agreement.

B. City understands and acknowledges that Consultant is, as of the date of execution of this Agreement, independently involved in the performance of non-related Services for other governmental agencies and private parties. Consultant is aware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.

C. Consultant understands and acknowledges City maintains an anti-fraud and anti-corruption policy to protect the City, its operations, and its employees from and against financial risks, operational breaches, and unethical, fraudulent and corrupt activities. Consultant represents and warrants that Consultant, its subcontractor(s) / subconsultant(s) and their respective employees providing Services pursuant to the Agreement are (1) in good standing; (2) have not been previously investigated, convicted, or debarred for fraudulent or corrupt activities; (3) will not participate in fraudulent or corrupt activities, and (4) will take steps to ensure that its employees and subcontractor(s) / subconsultant(s) employees do not participate in any fraudulent or corrupt activities. Consultant acknowledges and agrees further that it has a duty to and will report to City any information or incident(s) about possible fraudulent or corrupt activities Consultant may discover, and will cooperate in any fraud or corruption investigation conducted, with respect to Consultant's service provided pursuant to this Agreement.

SECTION 11 – OWNERSHIP OF DOCUMENTS

A. All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any Services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Consultant. When requested by City, but no later than three years after project

completion, Consultant shall deliver to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

B. All copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, improvements, developments, works of authorship, or other products developed or created by Consultant during the course of providing Services (collectively the "Work Product") shall belong exclusively to City. The Work Product shall be considered a "work made for hire" within the meaning of Title 17 of the United States Code. Without reservation, limitation, or condition, Consultant hereby assigns, at the time of creation of the Work Products, without any requirement of further consideration, exclusively and perpetually, any and all right, title, and interest Consultant may have in the Work Product throughout the world, including without limitation any copyrights, patents, trade secrets, or other intellectual property rights, all rights of reproduction, all rights to create derivative works, and the right to secure registrations, renewals, reissues, and extensions thereof.

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

A. All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.

B. Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided consultant gives City notice of such court order or subpoena.

C. If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of Consultant's conduct.

D. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response.

SECTION 13 – SUSPENSION OF WORK

City may, at any time, by ten (10) days written notice suspend further performance by Consultant. All suspensions shall extend the time schedule for performance in a mutually satisfactory manner and Consultant shall be paid for Services performed and reimbursable expenses incurred prior to the suspension date.

SECTION 14 – COMPLIANCE WITH LAW

Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

During the performance of this contract, Consultant agrees as follows:

A. Equal Employment Opportunity. In connection with the execution of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, ancestry, age, sexual orientation, gender, gender identity and gender expression as protected categories specifically and expressively in that category, physical handicap, medical condition, marital status, sex, or national origin. Such actions shall include, but not be limited to, the following: employment, promotion, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training including apprenticeship.

B. Nondiscrimination Civil Rights Act of 1964. Consultant will comply with all federal regulations relative to nondiscrimination to federally-assisted programs.

C. Solicitations for Subcontractors including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations, made by Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor, supplier, or lessor shall be notified by Consultant of Consultant's obligations under this Agreement and the regulations relative to nondiscrimination.

SECTION 16 – COMPLIANCE WITH CALIFORNIA LABOR CODE REQUIREMENTS

A. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and

harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

B. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

C. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

SECTION 17 – AUDIT AND INSPECTION OF RECORDS

A. Records of Consultant's direct labor costs, payroll costs, and reimbursable expenses pertaining to this project covered by this Agreement will be kept on a generally recognized accounting basis and made available to City if and when required for a period of up to 3 years from the date of Consultant's final invoice.

B. Consultant shall maintain all documents and records prepared by or furnished to Consultant during the course of performing the Services for at least three (3) years following completion of the Services. Such records include, but are not limited to, correspondence, internal memoranda, technical reports and investigations, calculations, books and accounts, accounting records documenting its work under its Agreement, and invoices, payrolls, records and all other data related to matters covered by this Agreement.

C. Consultant shall permit City to audit, examine and make copies, excerpts and transcripts from such records, and the Consultant shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any matter whatsoever for three (3) years

after City makes the final or last payment or within three (3) years after any pending issues between City and Consultant with respect to this Agreement are closed, whichever is later.

SECTION 18 – LIMITATION OF LIABILITY

A. Consultant agrees that any liability of City arising in connection with this Agreement shall be limited exclusively to the City-entity identified as the "City" under this Contract. Under no circumstance shall any other City-entity be liable to Consultant under any theory, whether in contract, tort, or otherwise, and Consultant waives unconditionally any such claims. Consultant hereby waives and release other City-entites from any liability under this Agreement.

B. Notwithstanding any other provision of this Agreement, in no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed hereunder.

SECTION 19 – COOPERATION BY CITY

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in the Exhibit A, "Scope of Services", shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

SECTION 20 – NOTICES

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, sent by facsimile, email, or first class mail, addressed as follows:

To City:
City Manager
1088 College Avenue
St. Helena, California 94574

To Consultant:
Tripepi Smith and Associates, Inc.
Attn: Ryder Todd Smith
P.O. Box 52512
Irvine, CA 92619

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile, email, or, if mailed, three (3) days after deposit in the custody of the U.S. Postal Service.

SECTION 21 – TERMINATION

A. City may terminate this Agreement, with or without cause, at any time by giving ten (10) days written notice of termination to Consultant. If such notice is given, Consultant shall cease immediately all work in progress.

B. If either Consultant or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Consultant, or City may terminate this Agreement immediately upon written notice.

C. Upon termination of this Agreement by either Consultant or City, all property belonging to City which is in Consultant's possession shall be delivered to City. Consultant shall furnish to City a final invoice for work performed and expenses incurred by Consultant, prepared as set forth in this Agreement.

SECTION 22 – ATTORNEYS' FEES

If litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorneys' fees, costs and expenses, in addition to any other relief to which it may be entitled. In addition, any legal fees, costs and expenses incurred to enforce the provisions of this Agreement shall be reimbursed to the prevailing party.

SECTION 23 – ENTIRE AGREEMENT

This Agreement, including the attached Exhibits, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Consultant and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 24 – SUCCESSORS AND ASSIGNS

This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties. However, this Agreement shall not be assigned by Consultant without written consent of the City.

SECTION 25 – CONTINUITY OF PERSONNEL

Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the Services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff assigned to perform the Services required under this Agreement, prior to any such performance.

SECTION 26 – DEFAULT

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed

after the date of default and may terminate this Agreement immediately by written notice to Consultant.

SECTION 27 – WAIVER

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or Services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 28 – LAW TO GOVERN; VENUE

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Napa. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Northern District of California, in San Francisco.

SECTION 29 – SEVERABILITY

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

SECTION 30 – THIRD PARTY BENEFICIARIES

Consultant's subconsultants shall agree to be bound to the terms of the Agreement to the extent of their scope of Services, including but not limited to, terms regarding indemnity and dispute resolution, and shall agree that City is deemed an express third party beneficiary of their subconsultant agreements. Nothing contained in this Agreement, however, shall operate to confer such or similar rights or benefits on persons or entities not party to this Agreement.

SECTION 31 – STATUTES OF LIMITATION

As between the parties to this Agreement, any applicable statute of limitations for action arising out of, pertaining to, or relating to any act or failure to act in connection with this Agreement shall commence to run on the date of City's issuance of the final Certificate for Payment, or termination of this Agreement, whichever is earlier, except for latent defects and/or deficiencies, for which the applicable statute of limitation shall begin to run upon discovery of the defect and/or deficiency and its cause.

SECTION 32 – SPECIAL PROVISIONS

This Agreement is subject to the following special provisions: none.

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Agreement upon the terms, conditions, and provisions above stated, the day and year first above written.

Consultant:

By: _____
Name: Ryder Todd Smith
Title: President

City:

By: _____
Name: Anil Comelo
Title: City Manager

Approved as to Form:

By: _____
Name: Ethan Walsh
Title: City Attorney

EXHIBIT A - SCOPE OF SERVICES

TRIPEPI SMITH
marketing • technology • public affairs

Proposal for General Communications Support

CITY OF ST. HELENA

April 2023

By: Ryder Todd Smith, Co-Founder & President

Pricing Valid Till April 30, 2023

SCOPE OF SERVICES

Ongoing Support

Bi-Weekly Check-In Calls & Content Planning

To coordinate our efforts with City Staff and sustain momentum on projects, Tripepi Smith will schedule a recurring, one-hour bi-weekly phone call that will include a designated lead for our engagement. These weekly calls will help drive content planning for various communications channels, including website articles, press releases and social media posts and stories. Call content will focus on story plans, new issues or concerns that need to be communicated, identification of major themes or ideas to address in the coming weeks, review of recent media mentions and social media comments and sharing of communication opportunities uncovered. This will be a working call during which Tripepi Smith will manage an agenda and provide notes for each call. After each call, the client will receive an action summary email about decisions made on the phone call and related action steps. We will produce work, such as press releases and article drafts, in a shared workspace where the City can see our progress in real-time and provide instant feedback as needed. These tools allow for enhanced collaboration and expedite the production process.

Monthly City News Summary

Tripepi Smith will create a monthly city news summary consisting of content from each month's City Manager weekly reports to produce a "City Corner" piece for the local paper. The article will be up to 1250 words summarizing relevant updates from the past month. This will be distributed in The Star per an existing arrangement the City Manager has struck with the paper.

Social Media Management

Content Creation: Social media content creation involves: planning, fact-checking, sourcing graphics, grammar checking and scheduling the post. Tripepi Smith will create up to three (3) posts per week over the course of a month (or generally 12 a month) and distribute them on up to five (5) platforms (e.g. Facebook, Instagram, Twitter, LinkedIn, Nextdoor).

Monitoring: Tripepi Smith will monitor inboxes for questions and comments. When appropriate, responses will be drafted, which will occasionally require fact-checking and seeking out guidance from the City.

Additional: Our work also includes optimizing social media accounts to boost performance and keeping up to date on the latest social media platform updates and options. Boosted posts and targeted ads are also helpful in disseminating information to community members, and Tripepi Smith is fully capable of running and tracking these paid campaigns (fees to be agreed upon and paid by the City).

Story Drafting & Press Relations

Tripepi Smith can draft news articles, press releases and/or official statements, which can run up to 500 words in length. One will be developed per month, and one unused release can roll over each month. These stories will make up at least two stories in the quarterly newsletter if the City chooses to pursue a quarterly newsletter. The City would direct the allocation of stories with Tripepi Smith's suggestions, making internal subject matter experts available to aid the development of the stories when needed. Additionally, this assumes the City would provide a media and external agencies notification list for use by Tripepi Smith where a press release scenario is desired. The City would also facilitate timely approval of quotes in the release when connected with City Staff. Tripepi Smith will maintain contact with media in the local area.

Optional Quarterly Newsletter

Tripepi Smith can create a printed and mailed city newsletter that will be delivered to the mailboxes of a preferred list. The content in the newsletter will be drafted by Tripepi Smith. The editorial calendar will be agreed upon by City Staff and Tripepi Smith. Content will include other content we have drafted with the monthly press release option, plus other necessary content to fill the pages of a 6 page newsletter in a format similar to the work product Tripepi Smith produced for the City of La Cañada Flintridge. See example of that here: https://cityoflcf.org/lcf-newsletter/ Printing and postage fees are not included. Tripepi Smith will handle graphic design and layout in addition to content writing. Licensing fees for images are not included and will be passed through. Alternatively, the City can provide photographic imagery is owns to use in the newsletter.

COST PROPOSAL

Ongoing Support Fees

- Bi-weekly account management
- Monthly City news summary
- Social media support with 12 posts a month
- Story drafting and press relations (1 story per month)

TOTAL: $5,900 / month – discounted at $450/month to $5,450 / month

RETAINER FEE: $5,450 / month invoiced on 15th of each month

RETAINER FEE WITH PRINT QUARTERLY NEWSLETTER: $6,750 / month payable on the 15th of each month

Note the first edition of the newsletter will appear 3 months after the City starts paying for the newsletter option.

Time & Materials (Ad Hoc) Work

Tripepi Smith's hourly rates (listed below) will be available to the City for any out of scope services provided.

	Hourly - Standard	Hourly - Retainer
Principal	$330	$275
Director	$220	$185
Art/Creative Director	$220	$185
Senior Business Analyst	$175	$150
Business Analyst	$120	$100
Junior Business Analyst	$95	$80
Senior Videographer/Animator	$175	$150
Senior Photographer	$160	$135
Senior Graphic Designer	$160	$135
Graphic Designer	$120	$100
Junior Graphic Designer	$95	$80
Web Developer	$175	$150
Drone Operator	$175	$150
Photographer	$120	$100

Time and Materials Billing

Any requested ad hoc work will be invoiced at the end of the month in which the work was done. Terms are net 30 days.

Fixed price project work will be invoiced per the above noted payment schedule. This will also be net 30 days.

Time & Materials Billing Increments

For ad hoc work, time at Tripepi Smith is billed in 15-minute increments – i.e. we invoice our time in the following examples: 1.25, 0.75, 4.0 or 6.5 hours.

Annual Increase

Tripepi Smith will increase the hourly rates and retainer fees for all resources by five percent (5%) or the national CPI index–whichever is higher-each year on the anniversary of the contract, starting on the first anniversary of any contract when the contract duration is longer than one year. Otherwise, new rates will be negotiated with each new contract renewal period.

Retainer Discounted Time and Materials Rates

When client monthly retainers exceed six-thousand-five-hundred dollars ($6,750) a month, they have access to our reduced Hourly – Retainer rates noted below. Otherwise, any ad hoc work done outside the scope of the Retainer would be at the Hourly – Standard rates.

Other Costs

Because Tripepi Smith offers a broad set of services, including extensive content production, we have some other content production-related fees that may come up during our engagement that we want to tell you about.

Travel Costs

Travel costs must be pre-authorized and then will be reimbursed by the City for any requested travel. Travel costs to be covered are for airfare, lodging and car rental. If Tripepi Smith is requested to be onsite, we will invoice for travel time at half rate of the resource's applicable Hourly Rate.

Equipment Costs

Tripepi Smith offers some services that require equipment, such as drone operations and video production. As such, in those cases, the following rates apply:

	Half Day	Full Day
Video Equipment	$350	$550
Drone Equipment	N/A	$500

- Five-hundred-fifty dollars ($550) for a full day of video equipment use (includes full set of video equipment). Full day is defined as a shoot lasting four (4) or more hours.
- Three-hundred-fifty dollars ($350) for a half day of video equipment use. Half day is defined as anything under four (4) hours of video production. All such expenses will be authorized by the Town prior to fee being assessed.
- Five-hundred dollars ($500) per day drone fee applies and is not inclusive of the drone operator time (Drone Operator rate).

Service Fees

Typically, Tripepi Smith prefers to have service providers bill the client directly to avoid additional administrative costs and because we have no economic interest in the service provider selection. If Tripepi Smith is asked to pay the bill for the client, we will apply a ten percent (10%) agency fee to the reimbursement expense. Typical services include, but are not limited to:

Print Costs: Tripepi Smith is happy to use a printer of the client's choosing for print production work, or to recommend a printer with whom we have experience.
Digital Advertising: Tripepi Smith is a Google Partner and Constant Contact Solution Provider and has Facebook Certified staff. We consider digital platforms to be a cornerstone element of any outreach strategy; often this comes with digital advertising fees.
Media Placement: Tripepi Smith can help liaise on behalf of the Town for advertising space within various mediums, such as newspapers, magazines or websites.
Voiceover, Translation and Closed Caption Fees: Tripepi Smith occasionally uses third-party resources to record voiceovers for videos, generate closed captions for videos, and for non-English language translations.

Tripepi Smith Partnership Discounts

Tripepi Smith has financial interest in certain related entities. These partnerships allow Tripepi Smith to offer clients extra media reach or additional services at partner pricing. Partnerships include:

PublicCEO
– digital news about public affairs, reaching over 10,000 California government executives
https://www.publicceo.com

Civic Business Journal
– digital interest stories about the people in local government
https://www.civicbusinessjournal.com

FlashVote
– planning, implementing, measuring civic surveys
https://www.flashvote.com

TS Talent Solutions
– talent search services for local government and related agencies
https://www.tstalentsolutions.com/

Tripepi Smith Testimonial

> **We've turned to Tripepi Smith for support on a number of communications projects over the past four years, and Ryder and his team have always delivered high-quality work.**
>
> Tripepi Smith's graphic design skills are excellent and reflect a familiarity with local government that is important to the design process.

Brian Babcock
Communications Officer
City of Cupertino (as of 2022. City of Mountain View)

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on August 8, 2023 by and between the City of St. Helena, located in the County of Napa, State of California (City), and Tripepi Smith (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as City Communications Support Services.

B. Consultant has represented that Consultant has the necessary expertise, experience, and qualifications to perform the required duties.

NOW, THEREFORE, in consideration of the mutual premises, covenants, and conditions herein contained, the parties agree as follows:

SECTION 1 – BASIC SERVICES

Consultant agrees to perform the services set forth in **Exhibit A, "Scope of Services"** and made part of this Agreement.

SECTION 2 – ADDITIONAL SERVICES

Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to or outside of those set forth in this Agreement or **Exhibit A, "Scope of Services"** (the "Services"), unless such additional Services and compensation are authorized in advance and in writing by the City Council or City Manager of the City.

SECTION 3 – TIME FOR COMPLETION

The time for completion of Services shall be as identified in **Exhibit A, "Scope of Services"**. The parties expressly agree that time is of the essence in the performance of this Agreement.

SECTION 4 – COMPENSATION AND METHOD OF PAYMENT

A. Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified in Exhibit A, "Compensation" attached hereto and made a part hereof. Total compensation shall not exceed $65,000 unless additional compensation is approved in accordance with Section 2.

B. Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories if applicable: labor (by sub-category), travel, materials, equipment, supplies, subconsultant contracts, and miscellaneous expenses. City shall independently review each invoice submitted to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. If no charges or expenses are disputed, the

invoice shall be approved, and City will use its best efforts to cause Consultant to be paid within 30 days of receipt of invoice. If the City disputes any charges or expenses, the City will return the original invoice to Consultant for correction and resubmission. If the City reasonably determines, in its sole judgment, that the invoiced charges and expenses exceed the value of the Services performed to date and that it is probable that the Agreement will not be completed satisfactorily within the contract price, City may retain all or a portion of the invoiced charges and expenses. Within thirty (30) days of satisfactory completion of the project, City shall pay the retained amount, if any, to Consultant.

C. Payment to the Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

SECTION 5 – STANDARD OF PERFORMANCE

A. Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons in the same or similar geographical area engaged in providing Services similar to those required of Consultant under this Agreement.

B. In order to induce City to enter into this Agreement, Consultant represents that it is duly organized, existing and in good standing under applicable state law; Consultant is licensed to perform all aspects of the Services; Consultant will employ only persons and Subconsultants with all required licenses and certifications; that Consultant is duly qualified to conduct business in the State; that Consultant has duly authorized the execution, delivery and performance of this Agreement and the Services to be performed herein; and that the Agreement does not violate or create a default under any instrument, agreement, order or decree binding on Consultant.

SECTION 6 – INSPECTION AND FINAL ACCEPTANCE

City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed. City shall reject or finally accept Consultant's work within sixty (60) days after submitted to City, unless the parties mutually agree to extend such deadline. City shall reject work by a timely written explanation, otherwise Consultant's work shall be deemed to have been accepted. City's acceptance shall be conclusive as to such work except with respect to latent defects and fraud. Acceptance of any of Consultant's work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, the sections pertaining to indemnification and insurance.

SECTION 7 – INSURANCE REQUIRED

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees, as indicated:

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:
   1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
   2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
   3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

B. Minimum Limits of Insurance. Consultant shall maintain limits no less than:
   1. General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations, as applicable. If Commercial General Liability Insurance or other form with a General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
   2. Automobile Liability: $1,000,000 per accident for bodily injury and property damage.
   3. Employer's Liability: $1,000,000 per accident for bodily injury or disease.

C. Professional Liability Insurance. When Consultant under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, environmental engineer or other professional engineer, or land surveyor ("design professional"), Consultant shall maintain at least $2,000,000 of professional liability insurance. When Consultant is not a design professional, Consultant shall maintain at least $1,000,000 of professional liability insurance combined single limit for each occurrence, insuring against professional errors and omissions in the Services performed by Consultant under this Agreement, including, without limitation, claims for negligence, misrepresentation, violation of good faith and fair dealing, and inaccurate advise arising out of, resulting from, or in connection with Services performed by Consultant under this Agreement.

D. Excess Limits. If Consultant maintains higher limits than the minimums shown above, City requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

E. Primary Coverage. For any claims related to this contract the Consultants insurance coverage shall be primary insurance as respects to City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of Consultants insurance and shall not contribute with it.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions of $25,000 or greater must be declared to and approved by the City.

G. Other Insurance Provisions. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its agent, officers, officials, employees, and volunteers are to be covered as additional insured as respects: liability arising out of work or operations performed by the Consultant or Consultant's subconsultants; or automobile owned, leased, hired or borrowed by the Consultant.
2. For any claims related to Consultant's conduct while performing the work of this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its agents, officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its agents, officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subsection (b) of Section 2782 of the Civil Code.

H. Waiver of Subrogation. Consultant's commercial general liability, automobile liability, workers' compensation, and employer's liability policies shall be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its agents, officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City.

I. The Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

J. Verification of Coverage. Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on forms that conform to City requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

SECTION 8 – INDEMNIFICATION

A. To the fullest extent allowed by law (including without limitation California Civil Code Sections 2782 and 2782.8), as may be applicable, Consultant shall indemnify, defend, and hold harmless City, its agents, officers, officials, employees, representatives, and volunteers from any and all claims, demands, suits, loss, damages, injury, and/or liability (including any and all costs and expenses in connection therewith, including legal fees and expert witness costs) (collectively, "Liabilities"), incurred by reason of any negligent or otherwise wrongful act or omission of Consultant, its officers, agents, employees, subconsultants, and subcontractors, or

any of them, under or in connection with this Agreement; and Consultant agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against City, its agents, officers, officials, employees and volunteers, or any of them, arising out of, pertaining to, or relating to such negligent or otherwise wrongful act or omission, and to pay and satisfy any resulting judgments.

B. When Consultant under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, professional engineer, or land surveyor (i.e., a "design professional," pursuant to Civil Code § 2782.8(c)), the provisions of this section regarding Consultant's duty to defend and indemnify apply only to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant.

C. If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Consultant has agreed to indemnify Indemnitees as provided above, Consultant, upon notice from City, shall defend Indemnitees at Consultant's expense by counsel acceptable to City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to Indemnification in order to be so indemnified. The insurance required to be maintained by Consultant shall ensure Consultant's obligations under this section, but the limits of such insurance shall not limit the liability of Consultant hereunder. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

D. The provisions of this section do not apply to claims to the extent occurring as a result of the City's sole negligence, active negligence, or willful acts or misconduct.

E. Duty to Cooperate. Each party shall notify the other party immediately in writing of any claim or damage related to activities or Services performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of all Liabilities arising out of the activities or Services under this Agreement.

F. In the event that Consultant executes any subconsulting agreements in connection with the Services performed under this Agreement, Consultant shall place in all such subconsulting agreements, and cause its subconsultants to agree to, the indemnity and insurance obligations in favor of City and other Indemnitees, as provided herein, in the exact form and substance of those contained in this Agreement.

SECTION 9 – INDEPENDENT CONTRACTOR STATUS

A. Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Consultant shall have no authority to bind City in any manner or to incur an obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

B. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as

set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, officers, employees or agents of City.

C. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

SECTION 10 – CONFLICTS OF INTEREST AND ANTI-FRAUD AND ANTI-CORRUPTION POLICIES

A. Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of Services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the City Manager. Consultant agrees to at all times avoid conflicts with the interests of City in the performance of this Agreement.

B. City understands and acknowledges that Consultant is, as of the date of execution of this Agreement, independently involved in the performance of non-related Services for other governmental agencies and private parties. Consultant is aware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.

C. Consultant understands and acknowledges City maintains an anti-fraud and anti-corruption policy to protect the City, its operations, and its employees from and against financial risks, operational breaches, and unethical, fraudulent and corrupt activities. Consultant represents and warrants that Consultant, its subcontractor(s) / subconsultant(s) and their respective employees providing Services pursuant to the Agreement are (1) in good standing; (2) have not been previously investigated, convicted, or debarred for fraudulent or corrupt activities; (3) will not participate in fraudulent or corrupt activities, and (4) will take steps to ensure that its employees and subcontractor(s) / subconsultant(s) employees do not participate in any fraudulent or corrupt activities. Consultant acknowledges and agrees further that it has a duty to and will report to City any information or incident(s) about possible fraudulent or corrupt activities Consultant may discover, and will cooperate in any fraud or corruption investigation conducted, with respect to Consultant's service provided pursuant to this Agreement.

SECTION 11 – OWNERSHIP OF DOCUMENTS

A. All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any Services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Consultant. When requested by City, but no later than three years after project completion, Consultant shall deliver to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

B. All copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, improvements, developments, works of authorship, or other products developed or created by Consultant during the course of providing Services (collectively the "Work Product") shall belong exclusively to City. The Work Product shall be considered a "work made for hire" within the meaning of Title 17 of the United States Code. Without reservation, limitation, or condition, Consultant hereby assigns, at the time of creation of the Work Products, without any requirement of further consideration, exclusively and perpetually, any and all right, title, and interest Consultant may have in the Work Product throughout the world, including without limitation any copyrights, patents, trade secrets, or other intellectual property rights, all rights of reproduction, all rights to create derivative works, and the right to secure registrations, renewals, reissues, and extensions thereof.

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

A. All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.

B. Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided consultant gives City notice of such court order or subpoena.

C. If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of Consultant's conduct.

D. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response.

SECTION 13 – SUSPENSION OF WORK

City may, at any time, by ten (10) days written notice suspend further performance by Consultant. All suspensions shall extend the time schedule for performance in a mutually satisfactory manner and Consultant shall be paid for Services performed and reimbursable expenses incurred prior to the suspension date.

SECTION 14 – COMPLIANCE WITH LAW

Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

During the performance of this contract, Consultant agrees as follows:

A. Equal Employment Opportunity. In connection with the execution of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, ancestry, age, sexual orientation, gender, gender identity and gender expression as protected categories specifically and expressively in that category, physical handicap, medical condition, marital status, sex, or national origin. Such actions shall include, but not be limited to, the following: employment, promotion, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training including apprenticeship.

B. Nondiscrimination Civil Rights Act of l964. Consultant will comply with all federal regulations relative to nondiscrimination to federally-assisted programs.

C. Solicitations for Subcontractors including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations, made by Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor, supplier, or lessor shall be notified by Consultant of Consultant's obligations under this Agreement and the regulations relative to nondiscrimination.

SECTION 16 – COMPLIANCE WITH CALIFORNIA LABOR CODE REQUIREMENTS

A. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the

Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

B. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

C. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

SECTION 17 – AUDIT AND INSPECTION OF RECORDS

A. Records of Consultant's direct labor costs, payroll costs, and reimbursable expenses pertaining to this project covered by this Agreement will be kept on a generally recognized accounting basis and made available to City if and when required for a period of up to 3 years from the date of Consultant's final invoice.

B. Consultant shall maintain all documents and records prepared by or furnished to Consultant during the course of performing the Services for at least three (3) years following completion of the Services. Such records include, but are not limited to, correspondence, internal memoranda, technical reports and investigations, calculations, books and accounts, accounting records documenting its work under its Agreement, and invoices, payrolls, records and all other data related to matters covered by this Agreement.

C. Consultant shall permit City to audit, examine and make copies, excerpts and transcripts from such records, and the Consultant shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any matter whatsoever for three (3) years after City makes the final or last payment or within three (3) years after any pending issues between City and Consultant with respect to this Agreement are closed, whichever is later.

SECTION 18 – LIMITATION OF LIABILITY

A. Consultant agrees that any liability of City arising in connection with this Agreement shall be limited exclusively to the City-entity identified as the "City" under this Contract. Under no circumstance shall any other City-entity be liable to Consultant under any theory, whether in contract, tort, or otherwise, and Consultant waives unconditionally any such claims. Consultant hereby waives and release other City-entites from any liability under this Agreement.

B. Notwithstanding any other provision of this Agreement, in no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed hereunder.

SECTION 19 – COOPERATION BY CITY

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in the Exhibit A, "Scope of Services", shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

SECTION 20 – NOTICES

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, sent by facsimile, email, or first class mail, addressed as follows:

To City: City Manager
1088 College Avenue
St. Helena, California 94574

To Consultant: Tripepi Smith
Attn: Ryder Todd Smith
15642 Sand Canyon Ave, #52152
Irvine, CA 92619

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile, email, or, if mailed, three (3) days after deposit in the custody of the U.S. Postal Service.

SECTION 21 – TERMINATION

A. City may terminate this Agreement, with or without cause, at any time by giving ten (10) days written notice of termination to Consultant. If such notice is given, Consultant shall cease immediately all work in progress.

B. If either Consultant or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Consultant, or City may terminate this Agreement immediately upon written notice.

C. Upon termination of this Agreement by either Consultant or City, all property belonging to City which is in Consultant's possession shall be delivered to City. Consultant shall furnish to City a final invoice for work performed and expenses incurred by Consultant, prepared as set forth in this Agreement.

SECTION 22 – ATTORNEYS' FEES

If litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorneys' fees, costs and expenses, in addition to any other relief to which it may be entitled. In addition, any legal fees, costs and expenses incurred to enforce the provisions of this Agreement shall be reimbursed to the prevailing party.

SECTION 23 – ENTIRE AGREEMENT

This Agreement, including the attached Exhibits, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Consultant and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 24 – SUCCESSORS AND ASSIGNS

This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties. However, this Agreement shall not be assigned by Consultant without written consent of the City.

SECTION 25 – CONTINUITY OF PERSONNEL

Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the Services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff assigned to perform the Services required under this Agreement, prior to any such performance.

SECTION 26 – DEFAULT

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default and may terminate this Agreement immediately by written notice to Consultant.

SECTION 27 – WAIVER

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or Services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 28 – LAW TO GOVERN; VENUE

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Napa. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Northern District of California, in San Francisco.

SECTION 29 – SEVERABILITY

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

SECTION 30 – THIRD PARTY BENEFICIARIES

Consultant's subconsultants shall agree to be bound to the terms of the Agreement to the extent of their scope of Services, including but not limited to, terms regarding indemnity and dispute resolution, and shall agree that City is deemed an express third party beneficiary of their subconsultant agreements. Nothing contained in this Agreement, however, shall operate to confer such or similar rights or benefits on persons or entities not party to this Agreement.

SECTION 31 – STATUTES OF LIMITATION

As between the parties to this Agreement, any applicable statute of limitations for action arising out of, pertaining to, or relating to any act or failure to act in connection with this Agreement shall commence to run on the date of City's issuance of the final Certificate for Payment, or termination of this Agreement, whichever is earlier, except for latent defects and/or deficiencies, for which the applicable statute of limitation shall begin to run upon discovery of the defect and/or deficiency and its cause.

SECTION 32 – SPECIAL PROVISIONS

This Agreement is subject to the following special provisions: none.

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Agreement upon the terms, conditions, and provisions above stated, the day and year first above written.

Consultant:

By: _____
Name: Ryder Todd Smith
Title: President

City:

By: _____
Name: Anil Comelo
Title: City Manager

Approved as to Form:

By: _____
Name: Ethan Walsh
Title: City Attorney

TRIPEPI SMITH
marketing • technology • public affairs

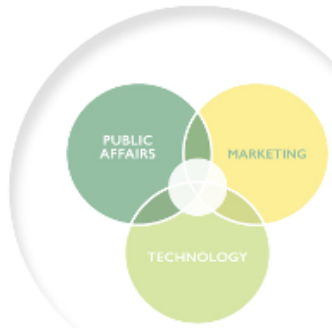
Proposal for General Communications Support

CITY OF ST. HELENA

August 2023

By: Ryder Todd Smith, Co-Founder and President

Pricing Valid until August 31, 2023



Proposed Scope of Work

Twice-a-Month Account Management & Content Planning

To coordinate our efforts with City Staff and sustain momentum on projects, Tripepi Smith will schedule a recurring, 30-minute, twice-a-month conference call that will include a designated lead for our engagement. These check-in calls will help drive content planning for various communications channels, including website articles, press releases and social media posts and stories. Call content will focus on story plans, new issues or concerns that need to be communicated, identification of major themes or ideas to address in the coming weeks, review of recent media mentions and social media comments and sharing of communication opportunities uncovered. This will be a working call during which Tripepi Smith will manage an agenda and provide notes for each call. After each call, the client will receive an action summary email about decisions made on the phone call and related action steps. We will produce written work in a shared workspace where the City can see our progress in real-time and provide instant feedback as needed. These tools allow for enhanced collaboration and expedite the production process.

Biweekly City Newsletter Support

Tripepi Smith will compile and distribute an every-other-week digital newsletter consisting of content produced by the City from each month's City Manager weekly reports, press releases, and other communications priorities identified by City stakeholders. Tripepi Smith will handle all graphic design and layout. Licensing fees for images are not included and will be passed through. Alternatively, the City can provide owned photographs and imagery to use in the newsletter.

Social Media Management

Content Creation: Social media content creation involves: planning, fact-checking, graphic design, content creation and scheduling the post. Tripepi Smith will create a four posts per week and distribute them on up to five (5) platforms (Facebook, Instagram, Twitter, LinkedIn, Nextdoor).

Additional: Our work also includes optimizing social media accounts to boost performance and keeping up to date on the latest social media platform updates and options. Boosted posts and targeted ads are also helpful in disseminating information to community members, and Tripepi Smith is fully capable of running and tracking these paid campaigns (fees to be agreed upon and paid by the City).

Social Media Translation: Tripepi Smith will translate each post to Spanish and distribute the translated version in conjunction with the English content.

Trimester Strategy Meetings

The Tripepi Smith team meets three times a year with key stakeholders: department heads/senior staff, City Manager's Office team, etc. as determined by the City Manager's Office, for a maximum of 1.5 hours each meeting. The main goal during these meetings is that each department identifies key communication

opportunities and wins to celebrate in the next 6-12 months. We document all this into a shared spreadsheet/editorial calendar that then serves as a roadmap for the organization to track communications opportunities–or to hand off to the communications team to execute. The exercise breaks down barriers between departments and often helps senior staff recognize communications opportunities they were simply unaware of before. The process also includes Tripepi Smith preparing and giving a presentation that covers notable communications wins to review what has worked well. We conduct these meetings on a trimester basis to refresh our 12-month calendar and stay apprised of the upcoming communication priorities. Additionally, Tripepi Smith will curate a content calendar with staff that can be shared with media contacts.

Agreement Terms and Cost Proposal

Retainer Scope

Deliverable	Notes
Account Management and Twice-a-Month Strategy Discussions	Two check-in calls (30 minutes each) per month.
Social Media Management	Copy and graphics for up to 4 posts/week. Includes Spanish translation.
Biweekly Digital Newsletter Support	Compilation and distribution of every-other-week newsletter in Constant Contact.
Trimester Strategy Meeting	Conduct a strategy meeting every 4 months, including strategic analysis and reporting from the Tripepi Smith team, as well as content development planning with key stakeholders.

Total: $5,000 / month

Retainer Billing

Tripepi Smith will invoice the City on the 15th of each month. This rate reflects a discount on priced services, carrying Tripepi Smith's FY 22-23 rates through April 30, 2024.
The City should also anticipate that Tripepi Smith makes annual rate adjustments each year on the contract anniversary. The terms noted on the Annual Increase below will be applicable to an anniversary of May 1st unless a new agreement is struck with new terms.

Annual Increase

Tripepi Smith will increase the hourly rates and retainer fees for all resources by five percent (5%) or the Western Regional CPI index–whichever is higher-each year on the anniversary of the contract, starting on the first anniversary of any contract when the contract duration is longer than one year. Otherwise, new rates will be negotiated with each new contract renewal period.

Retainer Discounted Time and Materials Rates

When client monthly retainers exceed six-thousand-five-hundred dollars ($6,750) a month, they have access to our reduced Hourly – Retainer rates noted below. Otherwise, any ad hoc work done outside the scope of the Retainer would be at the Hourly – Standard rates.

Ad Hoc - Add-on Options:

If the need arises for any additional ad hoc services, Tripepi Smith is ready to provide those services and is providing our hourly rates for the full array of our resources to support City communication efforts. Examples of these ad hoc projects include but are not limited to video production, photography services, virtual meetings/events, website development and a wide array of graphic design and branding services. Select communication items identified as potential needs by the St. Helena team are outlined in greater detail below.

Story Drafting & Press Relations

Tripepi Smith can draft news articles, press releases and/or official statements. The City would direct the allocation of stories with Tripepi Smith's suggestions, making internal subject matter experts available to provide background when needed. Additionally, this assumes the City would provide a media and external agencies notification list for use by Tripepi Smith where a press release scenario is desired. The City would also facilitate timely approval of quotes in the release when connected with City Staff. Tripepi Smith will maintain contact with media in the local area.

Website Content Management

Tripepi Smith has an experienced team of cloud webmasters to assist with technical website updates as well as staff equipped to develop compelling public agency website content. The team has experience with Granicus, CivicPlus, OpenGov, CivicLive, Revize, WordPress and more.

Crisis Communications and Strategic Advice

Tripepi Smith can be on standby to assist with emergency communications support and public relations services. This can include coordinating with the media, providing real time updates to the public via digital platforms and coordinating internal information to then share with the public through means provided by the City Manager's Office.

Stock Photo Shoot

Tripepi Smith's photography services include project management of shoot logistics and preferred locations/shots as well as the photographer staffing and equipment. Tripepi Smith photographer will travel to site, manage and conduct post-shoot editing, and delivery to client photo portal.

With Drone: Tripepi Smith has a dedicated team of drone operators and equipment that can capture photo/video content in approved airspaces.

Communications & Strategy for Council Initiatives

Tripepi Smith is experienced in assisting with special projects and larger initiatives that may involve extensive community outreach (ex: redistricting/district formation, ballot measure outreach, SB 1383 implementation), including but not limited to dedicated support with written content production, social media, digital ad creation and placement, animated video creation, informational mailer creation, etc.

TRIPEPI SMITH

Time & Materials (Ad Hoc) Work

Tripepi Smith's FY 22-23 hourly rates (listed below) will be available to the City for any out of scope services provided.

	Hourly - Standard	Hourly - Retainer
Principal	$330	$275
Director	$220	$185
Art/Creative Director	$220	$185
Senior Business Analyst	$175	$150
Business Analyst	$120	$100
Junior Business Analyst	$95	$80
Senior Videographer/Animator	$175	$150
Senior Photographer	$160	$135
Senior Graphic Designer	$160	$135
Graphic Designer	$120	$100
Junior Graphic Designer	$95	$80
Web Developer	$175	$150
Drone Operator	$175	$150
Photographer	$120	$100

Time and Materials Billing

This rate reflects a discount on priced services, carrying Tripepi Smith's FY 22-23 rates through April 30, 2024. The City should anticipate that Tripepi Smith makes annual rate adjustments each year on the contract anniversary. The terms noted in the Annual Increase will be applicable to Ad Hoc service rates with an anniversary of May 1st unless a new agreement is struck with new terms.

Any requested ad hoc work will be invoiced at the end of the month in which the work was done. Terms are net 30 days.

Fixed price project work will be invoiced per the above noted payment schedule. This will also be net 30 days.

Time & Materials Billing Increments

For ad hoc work, time at Tripepi Smith is billed in 15-minute increments – i.e. we invoice our time in the following examples: 1.25, 0.75, 4.0 or 6.5 hours.

Other Costs

Because Tripepi Smith offers a broad set of services, including extensive content production, we have some other content production-related fees that may come up during our engagement that we want to tell you about.

Travel Costs

Travel costs must be pre-authorized and then will be reimbursed by the City for any requested travel. Travel costs to be covered are for airfare, lodging and car rental. If Tripepi Smith is requested to be onsite, we will invoice for travel time at half rate of the resource's applicable Hourly Rate.

Equipment Costs

Tripepi Smith offers some services that require equipment, such as drone operations and video production. As such, in those cases, the following rates apply:

	Half Day	Full Day
Video Equipment	$350	$550
Drone Equipment	N/A	$500

- Five-hundred-fifty dollars ($550) for a full day of video equipment use (includes full set of video equipment). Full day is defined as a shoot lasting four (4) or more hours.
- Three-hundred-fifty dollars ($350) for a half day of video equipment use. Half day is defined as anything under four (4) hours of video production. All such expenses will be authorized by the Town prior to the fee being assessed.
- Five-hundred dollars ($500) per day drone fee applies and is not inclusive of the drone operator time (Drone Operator rate).

Service Fees

Typically, Tripepi Smith prefers to have service providers bill the client directly to avoid additional administrative costs and because we have no economic interest in the service provider selection. If Tripepi Smith is asked to pay the bill for the client, we will apply a ten percent (10%) agency fee to the reimbursement expense. Typical services include, but are not limited to:

Print Costs: Tripepi Smith is happy to use a printer of the client's choosing for print production work, or to recommend a printer with whom we have experience.

Digital Advertising: Tripepi Smith is a Google Partner and Constant Contact Solution Provider and has Facebook Certified staff. We consider digital platforms to be a cornerstone element of any outreach strategy; often this comes with digital advertising fees.
Media Placement: Tripepi Smith can help liaise on behalf of the Town for advertising space within various mediums, such as newspapers, magazines or websites.
Voiceover, Translation and Closed Caption Fees: Tripepi Smith occasionally uses third-party resources to record voiceovers for videos, generate closed captions for videos, and for non-English language translations.

Tripepi Smith Partnership Discounts

Tripepi Smith has financial interest in certain related entities. These partnerships allow Tripepi Smith to offer clients extra media reach or additional services at partner pricing. Partnerships include:

- **PublicCEO**
  Digital news about public affairs, reaching over 10,000 California government executives
  https://www.publicceo.com

- **Civic Business Journal**
  Digital interest stories about the people in local government
  https://www.civicbusinessjournal.com

- **FlashVote**
  Planning, implementing, measuring civic surveys
  https://www.flashvote.com

- **TS Talent Solutions**
  Talent search services for local government and related agencies
  https://www.tstalentsolutions.com/

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	August 8, 2023
FROM:	Mario Traverso, Public Works Assistant Engineer
SUBJECT:	Consideration and adoption of a Resolution: (1) Awarding the St. Helena Sewer Inspection Project City Capital Improvement Project No. S24-01 to APS Environmental in the amount of $318,700.00; (2) Authorizing a budget adjustment of an additional $146,505 to project S24-01; (3) Authorizing the City Manager to execute the Contract with APS Environmental; (4) Authorizing the Director of Public Works to approve Change Orders not to exceed 15% of the contract amount; (5) Determining the project to be exempt from the requirements of the California Environmental Quality Act (CEQA).
RECOMMENDED ACTION:	Adopt the attached resolution and authorize the execution of a contract with APS environmental and authorize a budget amendment for needed additional funds to complete the CIP project as approved.
PREVIOUS COUNCIL ACTION:	The Sewer Inspection Program is a component of the City Council approved 5-year Capital Improvement Program (CIP) FY 2023-2028.
STATEMENT OF THE PURPOSE:	To award the consultant services contract for the Closed-Circuit Television (CCTV) Inspection Program, Phase I to APS Environmental.
FINANCIAL IMPACT:	The Sewer Inspection Project will be the first project to be delivered with funds provided through the 2022 General Obligation (GO) Bond. This project is identified in the first GO Bond allocation with an estimated budget of $220,000. This is the estimated cost to have the inspection performed on 25% of the City's sanitary sewer system per the City's Integrated Utility Master Plan (IUMP). The City opted to solicit proposals requesting to have the inspection performed on the entire sanitary sewer system to reduce costs and allow for more comprehensive analysis. The allocation of additional funding is permitted within the GO Bond policies. **Estimated Project Costs** APS Construction Contract $ 318,700 Contingency $ 47,805

	Estimated Total Project Cost	**$ 366,505**
	Funding Sources	
	Budgeted General Obligation Bond	$ 220,000
	Additional General Obligation Bond	$ 146,505
	Total Funding Request	**$ 366,505**

BACKGROUND:
The Integrated Utility Master Plan (IUMP) is a comprehensive engineering report detailing the City's water, sanitary sewer and storm water utility infrastructure. The IUMP provides in-depth analysis of the existing conditions and provides the strategy to develop a more sustainable and resilient utility infrastructure. The IUMP outlines a workplan composed of numerous projects that have been identified to address deficiencies and increase resilience. The St. Helena Sewer Inspection Project S24-01 was developed in accordance with the IUMP, and is a foundational component of the strategy to address the City's sanitary sewer infrastructure needs.

The Sewer Inspection Project is comprised of two components. First, manholes and pipelines are thoroughly cleaned to dislodge and remove sediment and debris. Second, robotic cameras are deployed to inspect and document the condition of sanitary sewer manholes, mainlines and service lateral pipelines. The documentation is analyzed and used to identify needed repairs and to scope future rehabilitation projects.

The Sewer Inspection Project consists of the cleaning and inspection of 115,000 linear feet of sewer pipeline and 400 manholes. This project is anticipated to be completed within 120 days of the issuance of the notice to proceed.

DISCUSSION:
The Five-Year Capital Improvement Program for Fiscal Years 2023-24 to 2027-28 adopted by City Council on June 13, 2023 approved a total of $220,000 for the Sewer Inspection Project S24-01 (Closed-Circuit Television (CCTV) Inspection Program, Phase I). The project bid documents were compiled by City staff and approved by the Public Works Director.

On June 19, 2023, the City issued a Request for Proposals for the St. Helena Sewer Inspection program. The Request for Proposals was posted on the City's website and area contractor plan rooms and exchanges. On Thursday July 20, 2023 at 2:00 pm the City received six sealed proposals which were publicly opened at City Hall. All proposals are provided by reputable, licensed firms and are complete and competitive. The lowest responsive bid was $318,700 provided by APS Environmental of North Highlands, California.

The results are as follows:

Company	Total
APS Environmental, *North Highlands*	**$318,700.00**
Champion Cleaning Specialists, *Cincinnati*	$340,350.00
Pro-Pipe Inc.,*Irvine*	$439,150.00
Pipeline Services, *Roseville*	$487,400.00
Pipe and Plant Solutions Inc., *San Leandro*	$648,714.00
ATC Enviro, *Dixon*	$909,434.25

The City considers the solicitation successful having received six competitive bids. APS Environmental is the lowest responsible, responsive bid, and holds a valid Class A & C42 Contractor's License No. 985553 in the State of California, with no enforcement actions listed. Their license expires on 7/31/2025.

ENVIRONMENTAL REVIEW: This action is not considered a project under CEQA.

DOCUMENTS ATTACHMENTS:

Attachment 1 - Draft Resolution
Attachment 2 - APS Environmental Contract DRAFT

CITY OF ST. HELENA

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA (1) AWARDING THE ST. HELENA SEWER INSPECTION PROJECT CITY CAPITAL IMPROVEMENT PROJECT NO. S24-01 TO APS ENVIRONMENTAL IN THE AMOUNT OF $318,700.00; (2) AUTHORIZING A BUDGET ADJUSTMENT OF AN ADDITIONAL $146,505 TO PROJECT S24-01; (3) AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT WITH APS ENVIRONMENTAL; (4) AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO APPROVE CHANGE ORDERS NOT TO EXCEED 15% OF THE CONTRACT AMOUNT; (5) DETERMINING THE PROJECT TO BE EXEMPT FROM THE REQUIREMENTS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA).

RECITALS

A. The Integrated Utilities Master Plan outlines a workplan composed of numerous projects that have been identified to address deficiencies and increase resilience.

B. The St. Helena Sewer Inspection Project Capital Improvement Program

No. S24-01 was developed in accordance with the Integrated Utilities Master Plan and is a foundational component of the strategy to address the City's sanitary sewer infrastructure needs.

C. The Five-Year Capital Improvement Program for Fiscal Years 2023-24 to 2027-28 adopted by City Council on June 13, 2023 approved a total of $220,000 for the Sewer Inspection Project S24-01 (Closed-Circuit Television (CCTV) Inspection Program, Phase I).

D. This project is identified in the first GO Bond allocation with an estimated budget of $220,000 with scope to include the inspection on 25% of the City's sanitary sewer system per the City's Integrated Utility Master Plan (IUMP) however an inspection performed on the entire sanitary sewer system will reduce costs overall and allow for more comprehensive analysis.

E. On June 19, 2023, the City issued a Request for Proposals for the St. Helena Sewer Inspection program and received six sealed proposals all provided by reputable, licensed firms and are complete and competitive.

F. The lowest responsive bid was $318,700 provided by APS Environmental of North Highlands, California.

G. The Sewer Inspection Project will be the first project to be delivered with funds provided through the 2022 General Obligation (GO) Bond.

RESOLUTION

NOW, THEREFORE, the City Council of the City of St. Helena resolves as follows:

(1) Authorize award of the St. Helena Sewer Inspection Project City Capital Improvement Program Project No. S24-01 to APS Environmental in the amount of $318,700.00;

(2) Expand the scope of the project from 25% inspection to 100% inspection allowed under the Go Bond policies, authorize a budget adjustment of an additional $146,505 to CIP project S24-01 for FY23-24;

(3) Authorize the City Manager to execute the Contract with APS Environmental;

(4) Authorize the Director of Public Works to approve Change Orders not to exceed 15% of the contract amount;

(5) Determine the project to be exempt from the requirements of the California Environmental Quality Act (CEQA).

Approved at a Regular Meeting of the St. Helena City Council on August 8, 2023, by the following vote:

Mayor Paul Dohring: _____

Vice Mayor Eric Hall: _____

Council Member Anna Chouteau: _____

Council Member Lester Hardy: _____

Council Member Billy Summers: _____

APPROVED: ATTEST:

_____ _____

Paul Jamison Dohring, Mayor Cindy Tzafopoulos, City Clerk

CONTRACT

CITY OF ST. HELENA
STATE OF CALIFORNIA

THIS CONTRACT is made and entered into by and between the City of St. Helena, a California municipal corporation, hereinafter called "City", and APS Environmental, hereinafter called "Contractor," for the construction of the **ST. HELENA SEWER INSPECTION PROJECT** (the "Project").

RECITALS

City has taken appropriate proceedings to authorize construction of the Project herein provided and execution of this Contract.

A notice was duly published for bids, and bids were received for the Project improvement hereinafter described.

On 7/28/23, after notice duly given, the City Council of the City of St. Helena awarded the Contract for the construction of the Project improvement hereinafter described to Contractor, which the City Council found to be the lowest responsive and responsible bidder for construction of said Project improvement.

City and Contractor desire to enter into this Contract for the construction of said Project improvements.

THE PARTIES HERETO AGREE AS FOLLOWS:

1. Contract Documents

The complete Contract consists of the following documents (hereinafter, the "Contract Documents"):

A. The Notice to Contractors
B. The Special Provisions
C. The Technical Specifications
D. The Bid Proposal Forms
E. This Contract
F. The Standard Specifications and Standard Plans of the State of California, Dept. of Transportation, dated 2022
G. City of St. Helena General Conditions for City of St. Helena Construction Projects September 1997 (as amended)
H. The Bid Bond, Faithful Performance Bond, Labor and Material Bond, and Warranty/Maintenance Bond
I. City of St. Helena Standard Specifications and Standard Plans, dated June 1998
J. Approved and fully executed change orders
K. Addenda

All rights and obligations of City and Contractor are fully set forth and described in the Contract Documents.

All of the above-named Contract Documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said Contract Documents.

2. Scope of Work

The scope of work is described in the Contract Documents.

3. Performance of Work

Contractor shall furnish all tools, equipment, apparatus, facilities, labor and materials necessary to perform and complete in a good and workmanlike manner the work of construction as called for, and in the time and manner designated in, and in strict conformity with, the Contract Documents for said work.

The equipment, apparatus, facilities, labor and material shall be furnished, and said work performed and completed, as required in said plans and specifications under the direction and supervision, and subject to the approval, of the City Engineer of the City of St. Helena, or his or her designated assistant or assistants.

4. Contract Price

City shall pay, and Contractor shall accept, in full payment for the work agreed to be done, the dollar amounts shown on the attached Bid Schedule. Increases or decreases in the quantities shall operate in the manner provided for in the Contract Documents. Payment in installments shall be as provided for in the Contract Documents

5. Extra and/or Additional Work and Changes

Should City at any time during the progress of said work request any alterations, deviations, additions or omissions from said plans, specifications or other Contract Documents, it shall be at liberty to do so and the same shall in no way affect or make void the Contract. The value of such will be added to, or deducted from, the contract price, as the case may be, in accordance with the provisions for such contained in the Contract Documents.

6. Liquidated Damages

In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum set forth in Section 4-1.02 of the Special Provisions for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Section does not exclude recovery of other damages specified in the Contract Documents

7. Indemnification

Contractor shall provide indemnification and defense as set forth in the Special Provisions.

8. Provisions Cumulative

The provisions of this Contract are cumulative and in addition to, and not in limitation of, any other rights or remedies available to City.

9. Notices

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. Notices required to be given to City shall be addressed as follows:

City of St. Helena
1088 College Avenue
St. Helena, Ca 94574
Attn: Public Works Department

Notices required to be given to Contractor shall be addressed as follows:

APS Environmental Inc.
6643 32nd Street Ste 101
North Highlands CA 95660

Notices required to be given to Sureties of Contractor shall be addressed as follows:

DATED this day of , 21 .

CITY OF ST. HELENA, a Municipal Corporation

Anil Comelo
City Manager

ATTEST:

Cindy Tzafopoulos, City Clerk

APPROVED AS TO FORM:

Ethan Walsh, City Attorney

CONTRACTOR: APS Environmental Inc.

Contractor's License No. 985553

By: Eleshia Hall, General Manager

By: [Click here to insert Name and Title]

Project Code: CIP No. WWRR-1

BASE BID SCHEDULE
ST. HELENA SEWER INSPECTION PROJECT

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Total Cost
1	Mobilization	1	LS	$45000.00	$45,000.00
2	Cleaning and CCTV 10" – 21"	25,000	LF	$2.38	$59,500.00
3	Cleaning and CCTV 4" – 8"	90,000	LF	$2.38	$214,200.00

* Note: In case of error in extension of price into the total price column, the unit price will govern.

BID ALTERNATE SCHEDULE
ST. HELENA SEWER INSPECTION PROJECT

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Total Cost
1	Smoke Testing	115,000	LF	.45	$51,750.00

* Note: In case of error in extension of price into the total price column, the unit price will govern.

Total Amount of **BASE** Bid (written in words) is: _____

Three Hundred Eighteen Thousand Seven Hundred Dollars and

Zero Cents.

In the event of discrepancy between words and figures, the words shall prevail.

$ $318,700,00

Total in Figures

Notes:

- The Contract will be compared and awarded on the basis of the Total Bid.
- The City reserves the right to increase or decrease quantities as deemed necessary, with the unit prices bid above.

BID SCHEDULE, continued

6643 32nd Street Suite 101	
Address of Bidder	Signature of Bidder
North Highlands Ca 95660	Steven Hunt
City	Name of Bidder (Print)
916-800-9417 916-348-2800	916-334-4440
Telephone Number of Bidder	Fax Number of Bidder
985553	7/31/2023
Contractor's License Number	License's Expiration Date

ADDENDUM ACKNOWLEDGMENT

Bidder acknowledges receipt of the following addenda, which are attached to the proposal, signed addendums to be included in bid submission:

Addendum No.	Date:
Addendum No.	Date:
Addendum No.	Date:
Addendum No.	Date:

ADDENDUM NO. 1
to
PROJECT PLANS AND SPECIAL PROVISIONS
FOR CONSTRUCTION OF

WWRR-1 St. Helena Sewer Inspection Project

IN THE CITY OF ST. HELENA

DATE:	July 3 2023
TO:	Plan Holders
SUBJECT:	Response to RFI
BID OPENING DATE	**July 20, 2023 at 2:00 pm**

This Addendum forms a part of the Bidding and Contract Documents and modifies the General Conditions as described below:

Question: Noting that this project solicitation requires "a valid California contractor's license A, C-34 or C-36 and qualified to provide video inspection services", will there be an exception for companies currently holding a valid C-42 license?

Answer: A C-42 license is acceptable.

Question: Can you please advise the last time this system was cleaning and/or inspected?

Answer: Our system is flushed annually. This is done by City crews. Half of the system was inspected in 2015.

Question: The RFP indicates there is 25,000' of 10"-21" pipe, 90,000' of 4"-8" pipe. The Scope of Work indicates that the pipe size is 6"-21", is there 4" pipe?

Answer: The City does have 4" main line pipes that are included in this request, see Plan at end of contract documents for details.

Question: Cleaning and inspection is for main line? Not for laterals. Is this correct?

Answer: Correct. For the inspection, we request to stop at a lateral, turn camera to capture the opening and note.

Question: Smoke testing will identify issues with laterals. What kind of documentation would the city require as to the findings of the smoke test when smoke is observed on private property?

Answer: Smoke testing is an alternate item. The City will request a field report form with sketches and notes indicating if smoke is observed on private property. The contractor is not expected to pursue further.

Question: Will the city or the contractor be responsible for notifying the public as to the smoke test as it could cause some concerns.

Answer: The City will notify the public via press release and social media. City staff will be the point of contact in communication with area residents. City staff will *assist* the Contractor in distribution of door hangars and City staff will be made available to be onsite and engage with residents during the process. The Contractor shall provide the door hangar and content and be responsible for items detailed in the technical specification.

PLEASE SIGN THIS ADDENDUM IN THE SPACE PROVIDED AND INCLUDE THE SIGNED COPY OF THE ADDENDUM WITH YOUR BID DOCUMENTS. NOTE THAT BID DOCUMENTS SUBMITTED WITHOUT A SIGNED COPY OF THIS ADDENDUM MAY BE CONSIDERED NON-RESPONSIVE AND MAY BE REJECTED.

By: Joseph Leach (Jul 3, 2023 15:50 PDT) Jul 3, 2023

Joe Leach, PE Date

The undersigned has received and read this addendum.

APS Environment

Contractor

Signature

Steven Hunt 7/19/23

Name (printed) Date

ADDENDUM NO. 2
to
PROJECT PLANS AND SPECIAL PROVISIONS
FOR CONSTRUCTION OF

WWRR-1 St. Helena Sewer Inspection Project

IN THE CITY OF ST. HELENA

DATE:	July 12, 2023
TO:	Plan Holders
SUBJECT:	Response to RFI
BID OPENING DATE	**July 20, 2023 at 2:00 pm**

This Addendum forms a part of the Bidding and Contract Documents and modifies the General Conditions as described below:

SPECIAL NOTICE

Work being requested includes manholes and pipelines that are located within Caltrans Right of Way (SR29) and will require the Contractor to obtain an Encroachment Permit from Caltrans to perform the cleaning and inspection. The manholes and pipeline are located in a center turn lane.

QUESTIONS AND ANSWERS

Q: In the General scope section 5, there are many sections that do not apply to our work (excavation, asbestos removal, compaction, and testing, etc). Can this section be reduced to include only those specs that apply to this project?
A: Some content in the Contract Documents will not be applicable to the requested scope of work, this is standard content for the City's construction projects. Sections are not applicable as they are not reflected in the scope of work.

Q: Will City allow a debris bin to be placed at one of their facilities?
A: *The City will make available for the Contractor to empty a vactor truck at the City's wastewater treatment facility. This is located at 1 Chaix Lane.*

Q: Please clarify the level of cleaning required as described on page 3 of the Technical Specifications, percentages of debris removal is stated, but then in the next paragraph it says that "all" debris must be removed.
A: *The City is requesting **TWO** passes of the cleaning equipment and collection of associated debris. If a section poses to require more passes, notify the Engineer.*

Q: Can you please provide the " St. Helena Standards and Specifications" that apply to this project as referenced on page 3 of the Technical Specifications.
A: *Content in the St. Helena Standards and Specifications is applicable as it relates to the requested scope of work, mostly in the "General" sections, e.g., traffic control.*

Q: Please confirm that the map on the last page of the RFP document shows all pipelines that are in scope
A: *All pipelines on the map are included in the scope. Two areas that are not detailed on the map are portions of El Bonita Ave and Sulphur Springs Avenue. We would request the contractor to include these.*

Q: There are some lines in easements. Is there access for standard cleaning equipment to clean those pipes? What is access like?
A: *The City's main trunk line runs from Pope Street, south to the WWTP. This line is in an easement, which is a farm road and is easily accessible. A few other lines in easements are on "private" roads but are improved roads and open to public access. Attempts should be made to access the backyard sewer of the Andrea Avenue vicinity. City staff will assist in coordinating and providing access as needed. We are not expecting the contractor to proceed if they find that any access is restricted.*

Q: I believe the intent was to reference here the 'Technical Specifications' sections, instead of Section 4? Section 4 only explains insurance requirements.
A: *The City utilizes Caltrans Standard Specifications as the core of conditions for construction projects. This clause refers to these specifications. These specifications are only applicable as they relate to the scope of work.*

Q: Can the city provide a segment table for the pipe to be cleaned and inspected listing any of the following attributes the diameter, length, upstream manhole, downstream manhole, and material?
A: *The City has a table for 200 sections of pipe which was inspected in 2015, mostly in the SE area of the City. This can be provided. The City will work with the Contractor to assemble a complete list. The City also has the GraniteXP export from this previous inspection which may contain reusable data.*

Q: Does the cleaning and inspection work in this project include force main assets.
A: *The City has two force main segments, on Pratt Ave, and from the Crinella Subdivision to Fulton Ave.*

Q: Is the CCTV and inspection only for gravity lines?
A: *All except as listed above.*

Q: When was this work last performed?
A: *Inspection occurred in 2015. Cleaning was performed by City Crews in May 2023.*

Q: What company was awarded the previous iteration of this contract?
A: *Coastline Water Resources*

Q: Can the city provide the previously awarded contractor's bid form?
A: *This information is unavailable.*

Q: Does the city guarantee the quantities in the base bid schedule over the life of the contract?
A: *For the cleaning and inspection, yes. The smoke testing will be more targeted and we cannot guarantee the quantity.*

Q: How does the city order the work from the contractor? How often does the city order work?
A: *The City is expecting the contractor to be self-directed for the entire scope of the cleaning and inspection work. Special coordination will be needed for the smoke testing.*
Q: Is this an as-needed contract or is there a specific 115,000 LF of pipe to be cleaned and inspected.
A: *Our estimate is that 115,000 LF will cover our entire network, which is our intention in this scope.*

Q: Under what circumstances will smoke testing be performed?
A: *Initial smoke test will be performed in the NW quadrant of the City. Smoke testing will be performed in targeted areas, the actual quantity will be less than 115,000 LF.*

Q: What is the term of this contract?
A: *Our standard contract is for one year, we provide 120 working days in the RFP, we are flexible on the scheduling.*

Q: I believe I found a typo on the bid bond page in the specs. Should we manually change this, or would you like to issue a new page?
A: A corrected Bid Bond page is included in this addendum.

PLEASE SIGN THIS ADDENDUM IN THE SPACE PROVIDED AND INCLUDE THE SIGNED COPY OF THE ADDENDUM WITH YOUR BID DOCUMENTS. NOTE THAT BID DOCUMENTS SUBMITTED WITHOUT A SIGNED COPY OF THIS ADDENDUM MAY BE CONSIDERED NON-RESPONSIVE AND MAY BE REJECTED.

By: Joseph Leach (Jul 12, 2023 14:27 PDT) — Jul 12, 2023
Joe Leach, PE — Date

The undersigned has received and read this addendum.

APS Environmental — Signature
Contractor

Steven Hunt — 7/19/23
Name (printed) — Date

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Administration

DATE:	August 8, 2023
FROM:	April Mitts, Assistant City Manager
SUBJECT:	Consideration and Proposed Approval of a Resolution: (1) Approving the Adoption of the City of St. Helena's 2023 Updated Employee Handbook Superseding Prior Version(s) of the Handbook; and (2) Repealing and Rescinding any Previous Council Policies or Administrative Memoranda regarding: Employee Computer Loan Program, P-FI-0007 Grant Application and Management Policy, P-FI-0012 City Procurement Card Policy, P-FI-0013 Fraud Policy, P-FI-0014 Accounts Payable Payment Processing Policy, P-FI-0015 Fuel Card Policy, P-FI-0017 Cash Control Policy, and P-FI-0019 Disconnection of Water Service for Non-Payment.
RECOMMENDED ACTION:	Staff recommends the City Council approve the attached resolution.
PREVIOUS COUNCIL ACTION:	

Resolution #	Date Approved	Document Name
2002-122	09-10-2002	Employee Computer Loan Program
2016-38	03-22-2016	P-FI-0007 Grant Application and Management Policy
2018-14	02-13-2018	P-FI-0012 City Procurement Card Policy
2018-53	05-09-2018	P-FI-0013 - Fraud Policy
2018-146	10-23-2018	P-FI-0014 - Accounts Payable Payment Processing Policy
2018-28	03-13-2018	P-FI-0015 - Fuel Card Policy
2018-147	10-23-2018	P-FI-0017 - Cash Control Policy
2020-39	04-28-2020	P-FI-0019 - Disconnection of Water Service for Non-Payment Policy
2021-6	01-12-2021	Employee Handbook

STATEMENT OF THE PURPOSE:	Improve organizational efficiencies and follow best practices by transitioning certain City Council Policies to Administrative Policies.
FINANCIAL IMPACT:	None

BACKGROUND:
Over the years, the City Council has adopted various Council policies and provided direction to staff to review, amend, and present to City Council any recommended changes to Policy. As the City continues to embark on improved efficiencies in accordance with *Goal 7 - Organization Effectiveness and Service Delivery*, City staff is currently in the process of reviewing all Administrative and City Council adopted policies. Staff is recommending certain City of St. Helena City Council policies be updated as well as transition to Administrative policies (under City Manager authority). This change is being recommended for the following reasons:

1. As directed by City Council through Goal 7 - Organization Effectiveness and Service Delivery;
2. Follow best practices;
3. Current process is cumbersome to update/change so many policies are outdated or obsolete; and
4. Improved efficiencies.

The process of reviewing all City policies, Administrative and City Council, will take time and it is expected policy alignment will be done in several phases. Additionally, on January 12, 2021, City Council adopted via Resolution 2021-6 the current Employee Handbook, which is a comprehensive 191 page document. As with any document, there are certain typographical and formatting errors which need correcting and there are certain areas in which titles have changed or been updated since its adoption. Because the current employee handbook contains both Administrative and Council policies, this document will take the most time to separate into distinct categories. Additionally, since there are many items incorporated into the Handbook that affect the City's recognized bargaining groups and certain aspects require meet and confer. While the Administrative policies do not require meet and confer, since the City will be updating its Handbook, all updates presented have been sent to the bargaining groups asking if they would like to meet and discuss any of the changes prior to taking to City Council for consideration. None of the bargaining groups requested to meet.

DISCUSSION:
As stated in the background section, the process of reviewing all policies will take time and it is expected policy alignment will be done in several phases. The first phase is a review of the policies contained in the Administrative Services Department. Links to the current policies can be accessed through the City's website at: https://www.cityofsthelena.org/finance/page/policies.

Table 1 provides a summary of the recommended policies to be updated to an Administrative policy from a Council policy.

Table 1 - Summary of Administrative Policy Recommendations

Current Location	Policy #	Policy Name
Council Policy	P-FI-0007	Grant Application and Management
Council Policy	P-FI-0012	City Procurement Cards
Council Policy	P-FI-0013	Fraud Policy
Council Policy	P-FI-0014	Accounts Payable Payment Processing
Council Policy	P-FI-0015	Fuel Card Policy
Council Policy	P-FI-0017	Cash Controls
Council Policy	P-FI-0019	Disconnection of Water Service for Non-Payment
Employee Handbook	Rule 19	Use of Electronic Communications
Employee Handbook	Rule 20	Vehicle Use and Accident Reporting
Employee Handbook	Rule 22	Employee Reimbursement and Travel
Employee Handbook	Rule 23	Cash Advances and Credit Card Use
Employee Handbook	Rule 25	Social Media Policy
Employee Handbook	Rule 26	Injury and Illness Prevention Program
Employee Handbook	Rule 27	Fraud Prevention and Detections
Employee Handbook	Rule 28	Volunteer & Internship
Resolution	Reso. 2002-122	Employee Computer Purchase Program

Additionally, there were several clerical/administrative updates to the Employee Handbook. The following are provided as attachments:

1. Attachment 1 - Summary of the recommended updates to the Employee Handbook.
2. Attachment 2 - Redlined version of the Employee Handbook
3. Attachment 3 - Clean version of the Employee Handbook
4. Attachment 4 - Resolution 2002-122

Council Policies referenced in Table 1 can be found using the following link to the City's website: https://www.cityofsthelena.org/finance/page/policies.

DOCUMENTS ATTACHMENTS:

Attachment 1 - Summary Worksheet
Attachment 2 - 2021 Employee Handbook - REDLINED
Attachment 3 - 2023 Employee Handbook Clean
Attachment 4 - 2002-122 Continuing Employee Computer Loan Program
Attachment 5 - Resolution

Handbook Section: Subsection	Current Location	Notes	Update Summary				
			Formatting	Update Titles/Department as Previously Authorized by City Council	Update Pronouns	Move from CC Policy to Admin Policy	Other
General Provisions: Applicability	Rule 1 Section 1.2	Update last paragraph to remove the word, "Pre" - 1st sentence.	X				
General Provisions: Delegation of Authority	Rule 1 Section 1.5	Remove Human Resources & IT Director and replace with Administrative Services Director		X			
General Provisions: Distributioon of Personnel Policies	Rule 1 Section 1.11	Remove the line, "Copies also shall be available in the Human Resources Department"					Move towards Electronic Only
General Provisions: Definition of Terms	Rule 1 Section 1.14.B.25	Add: Assistant City Manager, Change Planning Director to Community Development Director, and update Finance Director to Administrative Services Director		X			
General Provisions: Definition of Terms	Rule 1 Section 1.14.B.32	Update language to say, "The Administrative Services Director"		X			
General Provisions: Non-Discrimination	Rule 1 Section 1.15.B.1, 2, 7	Update language to say, Human Resources (drop Department)		X			
Classifications	Rule 2. Sections A. & J.	Update language to say, Human Resources (drop Department)		X			
Applications, Recruitment and Examanations: Vacancies	Rule 4 Section 4.1.C.	Update language to say, Human Resources (drop Department)		X			
Applications, Recruitment and Examanations: Announcements of Vacancies/Acceptance of Applications	Rule 4 Section 4.2.B	Update language - remove "he or she" and update to they			X		
Applications, Recruitment and Examanations: Announcements of Vacancies/Acceptance of Applications	Rule 4 Section 4.2.I	Remove referal to applications will be available in the HR Office.					Move towards Electronic Only
Applications, Recruitment and Examanations	Rule 4 Section 4.3.D.1.(a)	Update language to say, Human Resources (drop Department)		X			
Applications, Recruitment and Examanations	Rule 4 Section 4.3.G.	Update language to say Administrative Services Director (from HR Director)		X			
Appointments: Nepotism	Rule 5 Section 5.6.E.	Update language to say, Human Resources (drop Department)		X			
Appointments: Nepotism	Rule 5 Section 5.6.F.1.	Update language to say, Human Resources Division and Administrative Services Director		X			
Appointments: Nepotism	Rule 5 Section 5.6.F.2	Update, "he or she" to, "they" and update HR Director to Administrative Services Director			X		
Appointments: Nepotism	Rule 5 Section 5.6.F.3	Update language to say, Administrative Services Director		X			
Appointments: Nepotism	Rule 5 Section 5.6.G.1., 2., 3.,5., 6.	Update language to say, Administrative Services Director		X			
Appointments: Nepotism	Rule 5 Section 5.6.H.	Update language to say, Human Resources (drop Depatment)		X			
Appointments: Consensual Romantic Relationships Between Employees	Rule 5 Section 5.7.D., E., F.	Update language to say, Administrative Services Director		X			
Performance Reports: Policy	Rule 7 Section 7.1	Update language to say, Administrative Services Director		X			

Handbook Section: Subsection	Current Location	Notes	Update Summary				
			Formatting	Update Titles/Department as Previously Authorized by City Council	Update Pronouns	Move from CC Policy to Admin Policy	Other
Performance Reports: Time for Reporting	Rule 7 Section 7.3.A	Update language to say, Human Resources (drop Depatment)		X			
Performance Reports: Distribution of Reports	Rule 7 Section 7.5	Update language to say, Human Resources (drop Depatment)		X			
Performance Reports: Performance Improvement Plan	Rule 7 Section 7.7.G. & H.	Formatting error - last sentenance in G. should be moved to a new line as "H" and the current "H" should change to "I"	X				
Leaves of Absence: Holidays	Rule 9 Section 9.1	Critical component was excluded from the 2021 Handbook in error as to how part-time employees are paid for work on the the holidays.					Correct omission to align with current practice
Leaves of Absence: Vacation	Rule 9 Section 9.2.C.	Formatting error, "Head" should be capitalized in, "Department Head"	X				
Leaves of Absence: Sick Leave	Rule 9 Section 9.3.E.2.	Update language to say, Human Resources (drop Depatment)		X			
Leaves of Absence: Bereavement Leave	Rule 9 Section 9.4.B.	Update to 5 days					Update to State Law
Leaves of Absence: Military Leave	Rule 9 Section 9.5	Update to say Administrative Services Director (from Administrative Services Manager)		X			
Leaves of Absence: Jury Duty	Rule 9 Section 9.6	Update to say Human Resources (drop Department)		X			
Leaves of Absence: Voting Leave	Rule 9 Section 9.7	Update from, "him/her" to "them"			X		
Leaves of Absence: Unauthorized Leaves of Absence and Failure to Return from Leave	Rule 9 Section 9.11.B.	Update to say Adminstrative Services Director		X			
Leaves of Absence: Fitness for Duty	Rule 9 Section 9.15.C.	Update from, "him/her" to "them"			X		
Family Care and Medical Leave, Pregnancy Disability Leave, and Military Family Leave Policy: FMLA/CFRA Leave	Rule 10 Section 10.2.K.	Update to say Human Resources (drop Department)		X			
Family Care and Medical Leave, Pregnancy Disability Leave, and Military Family Leave Policy: FMLA/CFRA Leave	Rule 10 Section 10.2.M.5.(c)	Remove the extra word, "their"	X				
Family Care and Medical Leave, Pregnancy Disability Leave, and Military Family Leave Policy: FMLA/CFRA Leave	Rule 10 Section 10.2.O.4.(e)	Update from, "him/her" to "the employee"			X		
Family Care and Medical Leave, Pregnancy Disability Leave, and Military Family Leave Policy: FMLA/CFRA Leave	Rule 10 Section 10.2.P.3.	Formatting. Title is in the incorrect font and should be underlined and not bolded	X				
Family Care and Medical Leave, Pregnancy Disability Leave, and Military Family Leave Policy: Pregnancy Disability Leave or Transfer	Rule 10 Section 10.3.A.1.(a)	Remove "1." it is in there twice. Update "her" to "their" and update "she" to "they"	X		X		

Handbook Section: Subsection	Current Location	Notes	Update Summary				
			Formatting	Update Titles/Department as Previously Authorized by City Council	Update Pronouns	Move from CC Policy to Admin Policy	Other
Family Care and Medical Leave, Pregnancy Disability Leave, and Military Family Leave Policy: Pregnancy Disability Leave or Transfer	Rule 10 Section 10.3.B.	Update, "her" to "their" (2 times in this section)			X		
Family Care and Medical Leave, Pregnancy Disability Leave, and Military Family Leave Policy: Pregnancy Disability Leave or Transfer	Rule 10 Section 10.3.C. Section 10.3.C.3. Section 10.3.D.2. Section 10.3.F.,H., K.,N.	Update pronouns in each of the listed sections			X		
Family Care and Medical Leave, Pregnancy Disability Leave, and Military Family Leave Policy: Pregnancy Disability Leave or Transfer	Rule 10 Section 10.3.L	Update to say Administrative Services Director - from HR Director		X			
Family Care and Medical Leave, Pregnancy Disability Leave, and Military Family Leave Policy: Military FMLA Leave	Rule 10 Section 10.4.A.3.	Formatting - It appears there is a different Font size and the first paragraph is not justified	X				
Family Care and Medical Leave, Pregnancy Disability Leave, and Military Family Leave Policy: Military FMLA Leave	Rule 10 Section 10.4.A.4.(a)	Missing period at end of sentence	X				
Family Care and Medical Leave, Pregnancy Disability Leave, and Military Family Leave Policy: Military FMLA Leave	Rule 10 Section 10.4.B.2.(d).(b).	Formatting, should be a ";" instead of a ":"	X				
Family Care and Medical Leave, Pregnancy Disability Leave, and Military Family Leave Policy: Military FMLA Leave	Rule 10 Section 10.4.B.2.(h).(b).(i-iv)	Formatting, need to justify	X				
Family Care and Medical Leave, Pregnancy Disability Leave, and Military Family Leave Policy: Military FMLA Leave	Rule 10 Section 10.4.B.4	Replace "him/her" with "them"			X		
Family Care and Medical Leave, Pregnancy Disability Leave, and Military Family Leave Policy: Military FMLA Leave	Rule 10 Section 10.4.(b).(a).(i-iii)	Formatting, need to justify	X				
Family Care and Medical Leave, Pregnancy Disability Leave, and Military Family Leave Policy: Military FMLA Leave	Rule 10 Section 10.5.2	Update to Human Resources (drop department)		X			
Layoff/Separation/Retirement: Resignations	Rule 11 Section 11.3	Change HR to Human Resources and delete "the"	X				

Handbook Section: Subsection	Current Location	Notes	Update Summary				
			Formatting	Update Titles/Department as Previously Authorized by City Council	Update Pronouns	Move from CC Policy to Admin Policy	Other
Outside Emploment/Political Activities/Contracts and Conflicts of Interest/Code of Ethics	Rule 12 Section 12.3	Replace "him/her" with "them" and replace "he/she is" with "they are"			X		
Outside Emploment/Political Activities/Contracts and Conflicts of Interest/Code of Ethics: Code of Ethics	Rule 12 Section 12.4.3 (b)	Add a period after "state level" and remove "; or"	X				
Outside Emploment/Political Activities/Contracts and Conflicts of Interest/Code of Ethics: Code of Ethics	Rule 12 Section 12.4.4	Update to say Human Resources - remove "department"		X			
Disciplinary Actions: Authority for Disciplinary Actions	Rule 13 Section 13.2	Update to say Human Resources - remove "department"		X			
Disciplinary Actions: Procedures for Serious Disciplinary Actions	Rule 13 Section 13.4.D.1.(d)	Update "him/her" to "them"			X		
Disciplinary Actions: Administrative Leave with Pay	Rule 13 Section 13.5	Update Human Resources Director to Administrative Services Director		X			
Policy Against Workplace Violence: Reporting Workplace Violence	Rule 15 Section 15.3.C. & D.	Update to say Human Resources - remove "department"		X			
Policy Against Workplace Violence: Reporting Potential Future Workplace Violence	Rule 15 Section 15.4	Update to say Human Resources - remove "department"		X			
Policy Against Harassement, Discrimination, Retaliation, and Abusive Conduct: Definitions	Rule 16 Section 16.3	Update to Human Resources (drop department) - last paragraph of section		X			
Policy Against Harassement, Discrimination, Retaliation, and Abusive Conduct: Reporting Discrimination, Harassment, Retaliation or Abusive Conduct	Rule 16 Section 16.4.B.1	Update "he or she has" to "they have" Update to Human Resources (drop department)		X	X		
Policy Against Harassement, Discrimination, Retaliation, and Abusive Conduct: Reporting Discrimination, Harassment, Retaliation or Abusive Conduct	Rule 16 Section 16.4.C.3.	Update to say Human Resources - remove "department"		X			
Policy Against Harassement, Discrimination, Retaliation, and Abusive Conduct: Employees' Duty to Disclose Benefits Received	Rule 16 Section 16.5	Update to Human Resources (drop department) Update "he/she" to "they"		X	X		
Policy Against Harassement, Discrimination, Retaliation, and Abusive Conduct: Training and Policy Dissemination	Rule 16 Section 16.7.B.	Number 4 should be indented and updated to (a), and the original numerations: (a), (b), and (c) should be renumerated accordintly Current (a) should not include the and, current (b) should include a ";" at the end instead of a period.	X				
Drug Free Work Place: Definitions	Rule 17 Section 17.4.F.	Update to say, "Human Resources Division" and update to say, "Administrative Services Director"		X			

Handbook Section: Subsection	Current Location	Notes	Update Summary				
			Formatting	Update Titles/Department as Previously Authorized by City Council	Update Pronouns	Move from CC Policy to Admin Policy	Other
Drug Free Work Place: Policy	Rule 17 Section 17.5.A.1	Update to say Adminsitrative Services Director		X			
Drug Free Work Place: Policy	Rule 17 Section 17.5.A.4	Update to say Adminsitrative Services Director		X			
Drug Free Work Place: Policy	Rule 17 Section 17.5.A.10	Update to say Human Resources - remove "department"		X			
Drug Free Work Place: Policy	Rule 17 Section 17.5.B.5	Update to say Adminsitrative Services Director		X			
Drug Free Work Place: Policy	Rule 17 Section 17.5.B.6	Update to say Human Resources - remove "department"		X			
Drug Free Work Place: Policy	Rule 17 Section 17.5.C.2	Update to say Human Resources - remove "department"		X			
Drug Free Work Place: Policy	Rule 17 Section 17.6.A.1. & 2.	Update to say Adminsitrative Services Director		X			
Drug Free Work Place: Policy	Rule 17 Section 17.6.B. & C.	Update to say Adminsitrative Services Director		X			
Drug Free Work Place: Policy	Rule 17 Section 17.6.E.	Update to say Human Resources - remove "department"		X			
Personnel Files and Records: In General	Rule 18 Section 18.1.A.1.	Update to say Human Resources - remove "department"		X			
Personnel Files and Records: In General	Rule 18 Section 18.1.A.4.	Update "HR" to say "Human Resources"	X				
Personnel Files and Records: In General	Rule 18 Section 18.1.A.5.	Update to say Adminsitrative Services Director		X			
Personnel Files and Records: In General	Rule 18 Section 18.1.C.2.	Update to say Human Resources - remove "department"		X			
Personnel Files and Records: In General	Rule 18 Section 18.1.D.	Update to say Human Resources - remove "department" Update to say, "Administrative Services Director"		X			
Whistle Blowing Policy: Procedure	Rule 24 Section 24.3	Update Human Resources Director to Administrative Services Director Update numering based on moving certain sections to Administrative Policy		X			
Policy on the Use of Electronic Communications	**Rule 19**	**Move entire Section to Administrative Authority (from City Council) due to quickly changing terminology and best practices.**				**X**	
Vehicle Use Policy and Accident Reporting:	**Rule 20**	**Move entire Section to Administrative Policy - best practices and due to quickly changing terminology and reporting requirement updates**				**X**	
Employee Reimbursements and Travel	**Rule 22**	**Move entire Section to Administrative Policy - best practices**				**X**	
Cash Advances and Credit Card Use	**Rule 23**	**Move entire Section to Administrative Policy - best practices**				**X**	
Social Media Policy	**Rule 25**	**Move entire Section to Administrative Policy - best practices**				**X**	
Injury and Illness Prevention Program	**Rule 26**	**Move entire Section to Administrative Policy - best practices**				**X**	
Fraud Prevention and Detection Policy	**Rule 27**	**Move entire Section to Administrative Policy - best practices and duplicative of P-FI-0013**				**X**	
Volunteer & Internship Program	**Rule 28**	**Move entire Section to Administrative Policy - best practices**				**X**	

~~2021 EMPLOYEE HANDBOOK~~2023 EMPLOYEE HANDBOOK

Adopted January 12, 2021
Resolution No. 2021-6

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RULE 1. GENERAL PROVISIONS

SEC. 1.1 PURPOSE

These Personnel Rules ("Rules") contained within this Employee Handbook are intended to establish and maintain an efficient and uniform personnel program for the City of St. Helena ("City").

SEC. 1.2 APPLICABILITY

The provisions of these Rules apply to all City employees, except those covered by St. Helena Police Department Policy Manual or the St. Helena Fire Personnel Policy Manual. These Rules do not apply to volunteers, interns, elected officials, or contract employees—unless any of the sections in the Employee Handbook specifically provides that it's applicable to these positions or classifications. Temporary employees, including part-time and/or casual employees, are not eligible for any benefits beyond the hourly wage and any benefits required by applicable state or federal law and regulations, unless these Rules specifically state that a listed benefit is granted to temporary employees.

For employees covered by a separate Memorandum of Understanding ~~Pre~~("MOU") or other formal, written agreement or compensation resolution, specific provisions of such other MOUs, agreements, or compensation resolutions shall supersede and take precedence over the Rules in this Handbook.

SEC. 1.3 NOT AN EMPLOYMENT CONTRACT

None of these Rules shall be deemed to create a vested contractual right, expressed or implied, for any employee.

SEC. 1.4 PRIOR POLICY REPEALED

The terms and provisions of these Rules prevail over the terms and provisions of any prior City Personnel system rule, resolution, regulation, and/or policy governing the personnel program, and such prior personnel program rules, resolutions, regulations, and/or policies are hereby repealed, including, but not limited to, the Employee Handbook adopted by the City Council by adoption of Resolution 90-4 and amended by subsequent Resolutions.

SEC. 1.5 DELEGATION OF AUTHORITY

Except as otherwise provided, any duties, responsibilities, powers, and authority granted by the Rules to the City Manager, Appointing Authority, ~~Human Resources & Information Technology~~Administrative Services Director ~~("HR")~~, Department Head, or any other person may be delegated, in writing, to another designee at the discretion of the delegating individual.

SEC. 1.6 AMENDMENT OF RULES

The City shall have authority to adopt, amend, or repeal these Rules. The City Manager shall have authority to prepare and recommend revisions to the Rules to the City Council.

SEC. 1.7 TERM OF PERSONNEL SYSTEM RULES

These Rules shall take effect when adopted by the City Council of the City. This Employee Handbook shall remain in effect unless repealed, in whole or in part, by the City Council. The City Council may in its sole discretion add to, delete, or otherwise modify these Rules, subject to the following paragraph.

Prior to amendment of these Rules, the City Manager shall comply with applicable requirements of the Meyers-Milias-Brown Act (Government Code Section 3500, *et. seq.*).

SEC. 1.8 VIOLATION OF RULES

Violation of the provisions of these Rules shall constitute grounds for disciplinary action. A violation shall not make disciplinary action mandatory but shall be given such weight as is appropriate in view of all the circumstances.

SEC. 1.9 EMPLOYEE RESPONSIBILITY

It shall be the responsibility of each employee to become aware and be knowledgeable of these Rules.

SEC. 1.10 CONFLICTS

Administrative and/or Department Policies and Procedures

The City Manager or individual City Department Heads may develop and administer supplemental written department policies and procedures as deemed necessary for the efficient, safe, and orderly administration of the City or department. However, no such policies or procedures shall conflict with or supersede these Rules, other City Council resolutions and ordinances, or existing laws, and shall be approved by the City Manager before their implementation.

Copies of department policies and procedures must be distributed to each employee of the department. In the event of a conflict between an administrative or departmental policy or procedure, the provisions of these personnel system Rules shall control. As stated in Section 1.2, these Rules do not apply to employees covered by the St. Helena Police Department Policy Manual or the St. Helena Fire Personnel Fire Manual.

SEC. 1.11 DISTRIBUTION OF PERSONNEL POLICIES

A copy of these Rules shall be posted on the City's website. Each City employee and recognized employee organization shall be informed about the Rules and where to find them. ~~Copies also shall be available in the Human Resources Department.~~ An

employee with questions about these Rules may direct them to their immediate supervisor, the Department Head, or to Human Resources.

SEC. 1.12 SEVERABILITY

If any provision, or the application(s) of any provision of these Rules, as implemented, are rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provision of these Rules shall remain in full force and effect. Nothing in these Rules shall be construed to deny any person or employee the rights granted by federal and state law. The rights, powers and authority of the City Council in all matters, including the right to maintain any legal action, shall not be modified or restricted by these regulations.

SEC. 1.13 CHANGES TO THE LAW

When any local, state, or federal ordinance, regulation, or law that is incorporated in the Rules or upon which the Rules rely is amended, the Rules shall be deemed amended in conformance with those amendments.

SEC. 1.14 DEFINITION OF TERMS

A. General Definition.

All words and terms used in these Rules and in any resolution or ordinance dealing with personnel policies, system, or procedures shall be defined as they are normally and generally defined in the field of personnel administration unless a specific definition is provided for herein.

B. Specific Definitions.

1. Acting Appointment (also known as Temporary Upgrade Pay or Out-of-Class Pay). An appointment to temporarily perform the duties of a higher position. The person filling this position must meet the minimum standards or qualifications of the position. Acting appointments are held on an at-will basis by current City employees.

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

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

4. Anniversary Date. The date upon which a person is appointed to a position or as modified according to these Rules. The date determines eligibility for a salary step increase except as modified according to these Rules.

5. Applicant. Any person submitting a formal completed application for employment with the City.

6. Appointing Authority. Consistent with the requirements, and subject to the exceptions of the St, Helena Municipal Code, the City Manager or their designee is the Appointing Authority for City employees. The City Council shall appoint the City Manager, the City Attorney, and the Fire Chief.

7. Appointment. The offer to, and acceptance by, an individual for a position in the competitive service.

8. At-will Executive Management Employee. An employee who serves at the will of the City Manager and who has responsibility for formulating, administering, and/or managing City policies and programs. In the City, this would typically be department heads.

9. Average Work Day (for part-time employees only). An Average Work Day refers to the average number of hours actually worked per work day, considering a five (5) day work week. This applies to part-time employees only. In any case for which the time period to be considered is twelve (12) calendar months, the average work day is the number of hours worked in the preceding twelve (12) months, divided by two thousand eighty (2080), and then multiplied by eight (8).

10. City. The City of St. Helena, California.

11. City Council. The City Council of the City of St. Helena, California.

12. City Manager. The City Manager of the City of St. Helena, California, or their designee.

13. City Service. All positions in all departments and agencies of the City that are subject to control and regulation by the City of St. Helena.

14. Class. The grouping together of those positions similar in duties, authority, responsibility, and ability. Each class shall be assigned a separate class title.

15. Class Specification. The official description of a class including: (1) the title, (2) a definition, (3) a statement of the duties and responsibilities, and (4) the employment standards, such as education, experience, knowledge, and skills and abilities which may be required of applicants.

16. Classification. The action of assigning a position to a class, that is, a particular type of employment in the City Service designed to include all positions having duties and responsibilities sufficiently similar so that the same requirements as to education, experience,

knowledge, and ability may be required of incumbents and the same schedule or compensation may fairly be made to apply.

17. Compensation. The salary, wage, allowance, and all other forms of valuable consideration earned by or paid to any employee by reason of service in any position, but does not include expenses authorized and incurred incidental to employment.

18. Compensatory Time Off. As provided for by the Fair Labor Standards Act, time off from work in lieu of monetary payment for overtime work.

19. Competitive Service. All positions of employment in the service of the City except those excluded by the employee handbook.

20. Confidential Employee. An employee, who in the course of their duties, has access to confidential information relating to the City's administration of employer-employee relations. This definition shall also include those bargaining unit covered employees, who in the course of their duties, have access to confidential information relating to the City's administration of employer-employee relations and are consequently excludable from holding a bargaining unit office and/or divulging confidential employer information to any bargaining units. This access may include instances of an occasional but critical nature or due to the employee whose position requires the incumbent to provide direct administrative support to a manager who has such access.

21. Continuous Service. Length of uninterrupted employment (including holidays and authorized paid or unpaid leave, but not including other periods of leave without pay or times on suspension, in a regular position) that is measured from the effective date of appointment until separation.

22. Contract Employees. Those individuals employed by the City pursuant to the terms of an individual employment contract that sets forth terms and conditions of employment. Contract employees are at-will employees, are not part of the Competitive Service, and may be terminated without cause and without right to appeal.

23. Day or Days. Calendar days unless otherwise stated.

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

25. Department Head. The individuals designated as the administrative head of a City department. A member of the managerial staff of the City, consisting of the City Manager, the Assistant City Manager, the Fire Chief, the Police Chief, the Director of Public Works, the

~~Planning~~ Community Development Director, the Library Director, the Recreation Director, and the ~~Finance~~ Administrative Services Director.

26. Disciplinary Action. The discharge, demotion, reduction in pay, or suspension of a regular or management employee for punitive reasons.

27. Domestic Partner. A person who has filed a Declaration of Domestic Partnership with the California Secretary of State pursuant to California *Family Code* section 297 *et. seq*.

28. Employee. A person who is legally occupying a position in the City's service, other than an independent contractor.

29. Eligibility List. The list which contains the names of successful applicants according to relative performance on the total weighted examinations.

30. Exempt Employees. Employees whose duties and responsibilities allow them to be "exempt" from overtime pay provisions as provided by the Fair Labor Standards Act (FLSA) and any applicable state laws.

31. Full-Time Employees. Employees who are regularly scheduled to work 40 or more hours per week. All Positions shall be full-time unless otherwise designated, or unless the compensation is fixed upon the basis of part-time work.

32. Human Resources or HR. The ~~Human Resources~~Administrative Services Director ~~& Information Technology Director~~ of the City of St. Helena, California, or their designee.

33. Internal Recruitment. A recruitment for a particular position that is open to regular and probationary employees only.

34. Lay-Off. The separation 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 organization changes.

35. Management. Those employees holding the position of Department Director or higher.

36. Memorandum of Understanding (MOU). An Agreement reached as a result of meeting and conferring on hours, wages, and working conditions in accordance with California law and City ordinances, resolutions, and rules.

37. Mid-Manager/Mid-Management Employee. An employee whose position is just below the Department Heads or City Manager and is

responsible for managing a distinct responsibility area. Mid-Managers are in regular City service and are not at-will.

38. Minimum Qualifications. The minimum requirements for an applicant to be considered for a particular City position, which vary according to the position sought.

39. Non-exempt Employees. Employees who hold positions that, by the nature of the job requirements or the salary earned, is entitled to earn compensation at an overtime rate. Non-exempt status is based on applicable law, including, but not limited to the federal Fair Labor Standards Act ("FLSA").

40. Open-Competitive Recruitment. A recruitment for a particular position that is open to all interested applicants.

41. Overtime. As defined by the Fair Labor Standards Act.

42. Part-Time Employees. Employees who are regularly scheduled to work fewer than forty (40) hours per week.

43. Position. A specific office or employment provided by the budget, whether occupied or vacant of limited term or regular term, and requiring the performance of certain duties and responsibilities assigned or delegated by the Appointing Authority.

44. Probationary Period. A period to be considered an integral part of the examination, recruiting, testing, and selection process during which an employee is required to demonstrate fitness for the position to which the employee is appointed by actual performance of the duties of the position, and during which an employee may be rejected from the position without cause and without right of appeal.

45. Promotion. The movement of an employee from a position in one class to a vacant position in another class having a higher maximum base rate of pay.

46. Provisional Appointment. An appointment of a person who is not a current employee and who possesses the minimum qualifications established for a particular class due to the absence of available eligible candidates.

47. Reclassification. Modification of job title and corresponding salary range adjustment supported by an appropriate classification analysis prepared under the direction of HR, which identifies a change in level of difficulty, job requirements, or job responsibilities between the existing job description and actual job duties.

48. Reduction in Pay. A temporary or permanent decrease in an employee's rate of pay for disciplinary reasons.

49. Reemployment. The restoration of a former regular employee to a classification in which the employee formerly served as a regular non-probationary employee prior to being laid off from the City.

50. Reemployment List. A list of names of regular employees who have been laid off from a position.

51. Regular Employee. An employee in a full-time position within the competitive service who has successfully completed the probationary period and has been retained as hereafter provided in these Rules.

52. Regular Position. A full-time budgeted position of indefinite duration to be filled by a Regular Employee.

53. Reinstatement. The restoration without examination of a former employee or probationary employee to a classification in which the employee formerly served.

54. Rejection. The involuntary separation from the City service of an employee who has not successfully completed the probationary period for a position, or the demotion of an employee who did not successfully complete the employee's promotional probationary period.

55. Resignation. The voluntary separation of a City employee from the City service.

56. Salary Range. The range of salary rates for a class; the classifications may be paid on an hourly or salaried basis, as applicable, and the term “salary” is utilized as a general term for cash compensation paid either an hourly or salaried basis.

57. Salary Rate. The dollar amount of each step in a salary range, or the flat dollar amount for a class not having a salary range.

58. Salary Step. The minimum through maximum salary increments of a salary range.

59. Seniority. An employee's status in relation to other employees based first on years of service in a particular class and then on total years of service at the City.

60. Standby. A period or condition which requires that an employee be able to readily report to work and be prepared to undertake work tasks. This normally includes either remaining at their home telephone or otherwise arranging for the immediate and convenient

notification of an emergency condition and being prepared to timely report to the site of the work assigned.

61. Supervisor. The mid-management staff of the City, including the designated assistant to a Department Head or the head of a sub-department or a division of a department.

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

63. Temporary Employee. An employee who is appointed for a limited period of time for a specified, limited purpose. A temporary employee is generally classified as a casual worker, and is given a working title, but is not appointed to a position.

64. Termination. Separation from City employment for disciplinary reasons or as a result of rejection during a probationary period.

65. Transfer. The movement of an employee from one position to another vacant position in the same class or to a vacant position in another class with the same maximum base rate of pay that has similar job duties and qualifications.

66. Vacancy. An unfilled authorized position in the City employment.

67. Work Day. (1) One calendar day during which an employee is normally scheduled to work; if the employee is engaged in shift work that begins on one calendar day and ends on the following day, only one work day is denoted. (2) The number of hours of work contained in a calendar day for a given employee.

SEC. 1.15 NON-DISCRIMINATION

A. Equal Employment Opportunity.

The City is committed to a policy of equal opportunities for applicants and employees. The City does not discriminate against applicants or employees (including interns, volunteers, and contractors, regardless of their classifications), with respect to terms or conditions of employment based on race, religious creed, color, national origin, ancestry, sex, age, physical or mental disability, medical condition, sexual orientation, marital status, gender identity, gender expression, genetic characteristics or information, military and veteran status, and/or any other category protected by federal and/or state law, nor does the City discriminate against applicants or employees (including interns, volunteers, and contractors, regardless of their classifications) who are perceived to have such characteristics or who associate with an individual having such characteristics. Every reasonable effort will be made to provide an accessible work environment for such employees and applicants.

B. Disabled Applicants and Employees.

Employment practices (*e.g.*, hiring, training, testing, transfer, promotion, compensation, benefits, and discharge) will not discriminate against disabled employees or applicants. The City will engage in the interactive process, as defined by the Americans with Disabilities Act ("ADA") and the Fair Employment and Housing Act ("FEHA"), to determine whether an applicant or employee is able to perform the essential functions of their position. During this process, the City will examine possible reasonable accommodations that will make it possible for the employee or applicant to so perform.

1. Request for Accommodation. An applicant or employee who desires a reasonable accommodation in order to perform essential job functions should make such a request in writing to the Human Resources ~~Department~~. The request must identify: (1) the job-related functions at issue; and (2) the desired accommodation(s). Reasonable accommodation can include, but is not limited to, job restructuring, reassignment to a vacant position for which the employee is qualified, leaves of absence, and making facilities accessible.

2. Reasonable Documentation of Disability. Following receipt of the request, the Human Resources ~~Department~~ may require additional information, such as reasonable documentation of the existence of a disability or additional explanation as to the effect of the disability on the employee's ability to perform their essential functions, but will not require disclosure of diagnosis or genetic history.

3. Interactive Process. The City will engage in the interactive process, as defined by the FEHA and ADA, to determine whether an applicant or employee is able to perform the essential functions of their position. During this process, the City will examine potential reasonable accommodations that will make it possible for the employee or applicant to so perform. Such interactive process may include a meeting with the employee or applicant, the City, and will typically include information from the employee's or applicant's health care provider.

4. Case-by-Case Determination. The City determines, in its sole discretion, whether reasonable accommodations(s) can be made, and the type of reasonable accommodations(s) to provide. The City will not provide an accommodation that would pose an undue hardship upon the City or that is not required by law.

5. Fitness for Duty Leave. While the City is engaged in the interactive process with an employee, the City may require that the employee be placed on a fitness for duty leave.

6. Medical Examinations.

Following a conditional offer of employment, prospective employees in a designated classification could be required to complete a post-offer, pre-employment medical

examination. The City may require that employees take a psychological and/or a medical examination, as it deems necessary in order to determine employees to be mentally and physically capable of performing the essential functions of the job. Conditional offers of employment are made contingent upon passing this medical examination; however, the City will make reasonable accommodations to the special needs of any disabled individual as required by law. A licensed health care provider chosen by the City will perform such examination without cost to the prospective employee. The prospective employee will be required to complete a medical history questionnaire and a medical records release as necessary to facilitate the examination. The health care provider will indicate the employee's fitness for employment on the examination form. In the event the examination is not completed prior to the employee's scheduled start date, only a temporary appointment may be made. Probationary appointment will be contingent on a satisfactory examination.

Depending on the essential functions of a position, a medical examination may be required for:

(a) Applicants who have received a conditional offer of employment;

(b) Employees seeking a transfer from one position requiring general physical abilities to another position requiring physical abilities of a specific and different nature;

(c) Employees returning to work from a medical leave of absence, subject to any restrictions imposed by the California Family Rights Act. The physician conducting the medical examination will be supplied with a current job description indicating the essential functions of the position; or

(d) When a supervisor observes or receives a reliable report of an employee's possible lack of fitness for duty. Observations and reports may be based on, but are not limited to, employee's own self-report of potential unfitness, dexterity, coordination, alertness, speech, vision acuity, concentration, response to criticism, interactions with the public, co-workers, and supervisors.

The results of all medical examinations will be kept confidential. Examination results for newly hired employees and employees transferring to another position will be kept in the employee's confidential medical file. No employee will hold any position in which the employee is not able to perform the essential functions of the job, with or without reasonable accommodation.

7. Prevention of Harassment/ Discrimination/Retaliation.

City policy prohibits harassment and discrimination based on an employee's race, color, ancestry, national or geographical origin, ethnicity, sex, gender, sexual orientation, gender identity, gender expression, age, religious or political affiliation or belief, creed, physical or mental disability, medical condition, genetic information, marital or registered

domestic partner status, membership in or attitude toward any employee organization, military or veteran status, and/or any other category protected by federal and/or state law. In addition, City policy prohibits retaliation because of the employee's opposition to a practice the employee reasonably believes to constitute employment discrimination or harassment or because of the employee's participation in an employment investigation, proceeding, or hearing.

Employees who believe they have been harassed, discriminated against, or retaliated against, should report that conduct to their own supervisor, any City Supervisor or Department Head, or ~~the~~ Human Resources ~~Department~~ and the City will investigate those complaints. For more information regarding the policy and complaint procedures, employees should review the City's policy against harassment, discrimination, and retaliation under Rule 16 of the Handbook.

RULE 2. CLASSIFICATIONS

A. ~~The~~ Human Resources ~~Department~~, with the assistance of the Department Head, will prepare written job descriptions for each class of positions.

B. Each job description will include the class title, a brief description of the scope, nature, and responsibility of the class, and a description of the tasks or duties ordinarily performed in the positions allocated to the class which includes a statement of the minimum qualifications considered necessary for proficient performance of the work, including education, experience, training, knowledge, skills, physical characteristics, and any additional factors considered pertinent. Job descriptions are not restrictive. While job descriptions will include essential functions of positions, they shall not be construed as an all-inclusive list of tasks performed; or be interpreted as restricting the assignment of related tasks not specifically listed therein; or as limiting the authority of supervisory personnel to assign, direct, and control the work of subordinate employees. A supervisor may assign other related duties and responsibilities or otherwise direct the work of employees.

C. Substantive revisions to job descriptions that are associated with substantive changes to the duties performed by a particular class shall be subject to approval by the City Council. Non-substantive changes, such as to reflect previous, gradual changes to the conditions in which work is currently performed or to improve accuracy in describing the class or position title or non-substantive details associated with job duties already performed, may be approved administratively by the City Manager and are not subject to approval by the City Council.

D. Each job description will identify the date of approval or last revision.

E. The City Manager shall ascertain and record the duties and responsibilities of all positions in the City and shall prepare a classification

plan for such positions. The classification plan shall consist of classes of positions defined by class specification, including the title. The classification plan shall be so developed and maintained that all positions substantially similar with respect to duties, responsibilities, authority and character of work are included within the same class.

F. The City's classification plan is continually reviewed, based on the job analysis, and utilized for decision making on compensation, selection, employee development, career advancement, and other personnel activities. The City Manager shall ascertain and record the duties and responsibilities of all positions in competitive service and prepare a classification for such positions.

G. Each position shall be allocated to the appropriate class in accordance with the character, difficulty, and responsibility of its assigned duties. Positions in a single class shall be sufficiently similar to permit substantially the same level of skill, knowledge, ability, and other qualifications required of incumbents, same or similar selection method to select incumbents, and the same schedule of compensation.

H. The City Manager shall prepare the proper assignment of any new positions to a class in the classification plan or, when appropriate, create a new class. When a new position is created and is classified before it is occupied, the position shall be subject to review by the City Manager after it is occupied to determine if the incumbent is performing the duties of the class.

I. The reclassification plan may be amended from time to time. The assigned duties of positions that have been materially changed by the City so as to necessitate reclassification, whether new or already created, shall be allocated by the City Manager to a more appropriate class. Reclassification shall not be used for the purpose of avoiding restrictions concerning demotions and promotions, nor to affect a change in salary in the absence of a significant change in assigned duties and responsibilities. During the process of consideration of the impacts of such amendments, recognized employee organization(s) affected shall be notified as required by the Meyers-Milias-Brown Act (Government Code Section 3500 *et. seq.*).

J. The City Manager may approve the relocation of a position to a different class or approve the creation of a new class whenever the duties of the position change materially. This may occur upon the recommendation of the Department Head or upon the request of an employee and with concurrence of the Department Head. When any change is made within a Department that significantly affects the duties and responsibilities of any position, the Appointing Authority shall report these facts in writing to ~~the~~ Human Resources ~~Department~~. ~~The~~ Human Resources ~~Department~~ may study the allocation of any position in the classification plan and make recommendations to the City Manager for a change in class or the

allocation to a more appropriate class. The Department Head shall be consulted before a classification study begins in their department.

RULE 3. COMPENSATION

SEC. 3.1 SALARY ON APPOINTMENT

A. New Employees. New employees shall be paid at the first step of the salary range (*i.e.* Step A) for the position to which the employee is appointed except as provided for elsewhere in these Rules.

B. Advanced Step Hiring. The City Manager may appoint a new employee to an advanced step of the pay range if it is determined that qualified applicants cannot be successfully recruited at the first step of the salary range.

C. Reemployment. A person who previously held a position with the City and was in good standing may, at the discretion of the City Manager, when reemployed in a position with the same or lower pay range than held at separation, be appointed at the same salary rate which was paid at the effective date of the person's termination**,** or the nearest lower applicable step for the range to which the person is appointed.

D. Salary Schedule. Salaries paid and any special compensation shall be in accordance with these Rules and the most recent applicable Salary Resolution adopted by the City Council and any amendments thereto. Such Resolutions are hereby incorporated as part of these Rules and are available from the City Clerk.

E. 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 City Council or as set forth in the applicable Municipal Code.

F. Hourly Rates. Where any bi-weekly pay rate is to be converted to a salary hourly equivalent, the bi-weekly rate of pay shall be divided by 80 to determine the hourly rate. Daily rates are equivalent to the appropriate hourly rate multiplied by eight hours.

SEC. 3.2 SALARY ANNIVERSARY DATES

Employees shall have a salary anniversary date of their date of hire. Employees who have been promoted or demoted since their date of hire shall have a salary anniversary date of their date of promotion or demotion, as applicable. The salary anniversary date may be modified by the action of the Appointing Authority.

SEC. 3.3 INCREASES WITHIN SALARY RANGE

Employees will normally become eligible for an adjustment in pay after having served satisfactorily for the designated qualifying period and after a performance report evaluation--typically six (6) months of service in the first or starting step. The adjustment shall be made only if recommended by the employee's supervisor, and if approved by the City Manager. The remaining steps are incentive adjustments, based on performance evaluation, to encourage an employee to perform at their highest level, and to recognize seniority and increased skill on the job. Employees are normally eligible for these adjustments any time after the completion of six (6) months of service at the preceding step, until step D, at which time the qualifying period to become eligible for Step E is the completion of twelve (12) months of service at the preceding step. This period may be shortened or extended in conjunction with the performance report recommendations and as approved by the City Manager.

In general, an employee becomes eligible for the next higher step based on the following schedule:

- Six (6) months at Step A to become eligible for Step B;
- Six (6) months at Step B to become eligible for Step C;
- Six (6) months at Step C to become eligible for Step D;
- Twelve (12) months at Step D to become eligible for Step E.

Other regular employees 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.

In unusual cases, upon recommendation of the Department Head, where special ability or aptitude is demonstrated, the Manager may approve advancement of an employee to a higher step before completion of the normal qualifying period.

SEC. 3.4 SALARY UPON PROMOTION

Except in instances where the granting of a full step increase would result in a salary in excess of the top step of the salary range, any employee who is promoted to a position in a class with a higher salary range shall be placed on the step in the new higher range which is at least equal to an advancement of 5% over their prior step. If the maximum of the range would be exceeded by such advancement, the employee shall receive the top step of the range. An employee thus promoted is assigned to a new salary anniversary date effective on the date of promotion.

SEC. 3.5 SALARY ON DEMOTION

Any employee who is demoted to a position in a class with a lower salary range shall have their salary reduced to a salary step in the range for the lower class which is:

A. If a disciplinary demotion, one or more steps less than that received in the salary range for the class from which the employee is demoted. A new salary anniversary date shall be established on the basis of the demotion.

B. If a non-disciplinary demotion, the step the employee would have attained in that lower class if their services had been continuous in the said lower class with the same level of performance and length of service. The employee shall retain their salary anniversary date.

SEC. 3.6 ACTING PAY, TEMPORARY UPGRADE PAY OR OUT-OF-CLASS PAY

A. Acting Pay/Temporary Upgrade Pay.

An employee may be required on the basis of an acting appointment to serve in a class with a higher salary range than that of the class in which the employee is normally assigned. The City Manager has the discretion to provide such an employee with additional pay, up to ten percent (10%) of the employee's current base rate of pay, during the acting period, provided the following classifications are met:

1. The employee shall possess the minimum qualifications for the higher class, and perform all the duties and assume the assigned additional responsibilities of the higher Class, and

2. The acting appointment is made in writing.

This additional pay is provided at the City Manager's sole discretion and must be pre-approved in writing.

Whether the additional pay is reportable compensation for retirement purposes shall be subjected to applicable laws and regulations. Under current CalPERS rules and regulations, any additional pay for performing partial duties of the higher class shall not be reportable special compensation.

B. Out-of-class Pay.

An employee may be temporarily assigned to perform substantial functions of a higher classification for at least a period of one month (1) but may not perform those additional duties on a full-time basis (2) and/or the employee assigned to the position normally responsible for the duties is not absent.

The City Manager has the discretion to provide an increase of up to ten percent (10%) of the employee's current base rate of pay, effective on the first day of assumption of the substantial additional duties and continuing until the City Manager determines that the assignment of the additional duties ceases.

This additional pay is provided at the City Manager's sole discretion and must be pre-approved in writing.

Whether the additional pay is reportable compensation for retirement purposes shall be subjected to applicable laws and regulations. Under current CalPERS rules and regulations, any additional pay for performing partial duties of the higher class shall not be reportable special compensation.

Acting Pay, Temporary Upgrade Pay and Out-of-Class Pay shall be reported in accordance with the requirements of Government Code Section 20480.

C. Reporting Time Worked.

Non-exempt employees are responsible for reporting on a City form all hours worked and leave taken during the pay period, and these employees are responsible for securing approval of their immediate supervisor on the City form, indicating approval of all the hours submitted.

SEC. 3.7 PAY PERIODS

A. The salaries and wages of all employees are paid bi-weekly, generally on Friday following the end of the pay period.

B. The City Manager retains discretion to change the timing of future pay periods. Should the City Manager decide to implement this change, employees will receive written notice of the intended change before the next pay day.

C. In the event a pay day falls on one of the holidays listed in these rules, the immediately previous working day shall become the pay day.

RULE 4. APPLICATIONS, RECRUITMENT AND EXAMINATIONS

SEC. 4.1 VACANCIES

A. Vacant regular positions, as defined above, may be filled only by selection from an eligibility list, by acting or provisional appointment, by transfer, by reinstatement, or by demotion. Selection of employees for positions is made by the City Manager after considering recommendations from the Department Head.

B. When a position becomes vacant, the City Manager shall be notified by the supervisor responsible for the position regarding the need to fill the vacancy, and the requested method for filling the vacancy.

C. Announcements of all vacant positions will be publicly posted through online or on City bulletin boards at the discretion of ~~the~~ Human Resources ~~Department~~ or the City Manager.

D. Appointing Authority.

1. Appointment of temporary and part-time employees shall be by the Department Head with the approval of the City Manager.

2. Appointment of full-time employees shall be by the City Manager.

3. Appointment of Department Heads shall be by the City Manager in accordance with applicable provisions of the Municipal Code.

SEC. 4.2 ANNOUNCEMENT OF VACANCIES/ACCEPTANCE OF APPLICATIONS

A. If a continuing need for the position exists, the City Manager will determine whether to conduct an initial internal recruitment or proceed directly to an open-competitive recruitment.

B. The City Manager may conduct an internal recruitment when ~~he or she~~they determine~~s~~, in their sole discretion, that doing so is in the best interest of the City.

C. If the position will be filled by open-competitive recruitment, then the City Manager (or the City Manager's designated individual) will publicly advertise the position by a written announcement setting forth the basic requirements for the job, a closing date for acceptance of applications, and information where applications and the job description can be obtained.

D. If the City Manager determines that an initial internal recruitment will be conducted, then the City Manager will limit all initial advertisement for the position to current employees only and will initiate the examination process, ending with an interview with the responsible supervisor.

E. The City Manager in their discretion may designate the internal recruitment as a "Promotional Recruitment." An internal Promotional Recruitment will only be open to current employees for which the open position would be a promotion.

F. As part of an initial screening process, employees who achieved a rating of "Does Not Meet Expectations" on their most recent performance report will be disqualified from further consideration at the first step of the internal recruitment.

G. Following completion of the interview process for internal applicants and scoring of candidates, the supervisor will provide the City Manager with a written recommendation, as follows:

1. The internal eligibility list should be used to extend a conditional offer of employment; or

2. Cause exists as set forth in Section 4.3 to abolish the internal eligibility list and proceed with an open-competitive recruitment for which any prior internal candidates may re-apply.

H. If in the City Manager's sole discretion, the City Manager finds cause to abolish the internal eligibility list, the affected applicants will receive written notice of this action and of the opportunity to re-apply in connection with the open-competitive recruitment.

I. For all recruitments, applications will be available ~~in the Human Resources office of and~~ online through the City's website. Applications will be collected by Human Resources until the closing date specified in the announcement for acceptance of applications.

SEC. 4.3 ELIGIBILITY LIST/SELECTION TESTING

Following the closing date for applications, and completion of the examination process, an eligibility list shall be created.

A. Criminal Conviction History.

1. The City shall not ask any applicant for employment to disclose, through any written form or verbally, at any time, information concerning an arrest or detention that did not result in conviction, or information concerning a referral to, and participation in, any pre-trial or post-trial diversion program, or concerning a conviction that has been judicially dismissed or ordered sealed pursuant to law, including, but not limited to, Sections 1203.4, 1203.4a, 1203.45, and 1210.1 of the Penal Code.

2. Unless otherwise required by law, the City shall not ask an applicant for employment to disclose, orally or in writing, information concerning the conviction history of the applicant, until the City has made a conditional offer to the applicant.

B. Examination Process and Background Screening.

1. Examinations shall be conducted and used to aid in the selection of qualified employees. They shall consist of recognized selection techniques that will fairly test the qualifications of candidates and shall be job-related. Examinations may include, but are not limited to, written tests, personal interviews, performance tests, physical agility tests, evaluation of daily work performance, work samples, or any combination thereof. The City Manager or designee may set minimum standards for all tests.

2. Classifications designated by the City shall have their fingerprints submitted for clearance through the California Department of Justice and other agencies as deemed appropriate. Fingerprints will be

submitted using the "LiveScan" process and in accordance with applicable state, federal, and local laws regarding the LiveScan process.

3. The City also retains the right to conduct a thorough background check of each applicant. When conducting background checks on applicants, the City shall comply with all requirements of the Federal Fair Credit Reporting Act and the California Investigative Consumer Reporting Agencies Act.

4. Upon scoring of all selection components, the names of applicants will be placed on eligibility lists, ranked according to scores.

5. In case of tied scores, the following rules shall apply:

   (a) For purposes of placement on the eligibility list, if an applicant who has a tied score is a veteran, as that term is defined in Section 50088 of the California Government Code, or as may be amended, the tie will be broken in favor of the veteran, such that the veteran will be placed at a higher position than the non-veteran.

   (b) All other candidates with tied scores shall be listed in alphabetical order.

C. Duration of Eligibility Lists.

1. Eligibility lists shall become effective upon the City Manager's certification that the lists represent the relative evaluations of the candidates whose names appear on them.

2. Unless otherwise provided in these Rules, eligibility lists shall be effective for a period of one (1) year from the date of their establishment, provided that the City Manager may extend the period not to exceed an additional twelve (12) months. The City Manager may abolish for cause an eligibility list at any time and request a new recruitment and the preparation of a new eligibility list for any class or position. Two (2) or fewer names of qualified candidates available for appointment on an eligibility list constitute sufficient cause for abolishing an eligibility list, but it is not the sole reason constituting cause.

D. Removal of Names from Eligibility Lists.

1. The City Manager may remove the name of any eligible candidate from an eligibility list for any of the following reasons:

   (a) On evidence that the eligible candidate cannot be located by postal authorities:

Failure to reply within five (5) business days to a letter requesting information as to availability for appointment, or failure to notify ~~the~~ Human Resources ~~Department~~ of any change of address resulting in the return of letters without forwarding by the U.S. Post Office, will be considered grounds for removal. A candidate who is notified of their removal under this section may request in writing that the City Manager restore their name to the eligibility list. Such a request may be granted if, in the City Manager's sole discretion, an acceptable reason exists for the candidate's failure to reply to a notice requesting availability for appointment or failure to file a notice of a changed address. Upon receipt of a verbal or written statement from the eligible candidate declining appointment and stating that the employee wishes their name to be removed from the eligibility list.

(b) If an offer of regular full-time employment in the class for which the eligibility list was established has been declined by the eligible candidate.

(c) If an eligible candidate on a promotional eligibility list leaves the City service.

(d) After a determination has been made by the City Manager that the candidate does not meet job-related standards.

E. Availability of Candidates. It shall be the responsibility of eligible candidates to notify the City in writing of any change of address or other change affecting availability for consideration for appointment.

F. Disqualification based on Criminal Conviction History.

1. If a background screening discloses a previous criminal conviction, the City Manager will make an individualized assessment of whether the applicant's conviction history has a direct and adverse relationship of the job that justify denying the applicant the position. In making the individualized assessment, the City Manager will take into account a number of factors in determining whether to disqualify the applicant or rescind a conditional offer, if any. Such factors may include the nature of the position, nature and gravity of the conviction, length of time since conviction, and completion of any resulting incarceration or probation.

2. If the City Manager disqualifies the candidate based on the conviction history, the City will provide written notification along with a copy of the criminal history report, if any. In the City's written notice, an explanation of the applicant's right to respond to the notice of the City's preliminary decision before the decision becomes final and the deadline by which to respond will be included. In the notice, the City will also inform the applicant that the applicant's response may include submission of evidence challenging the accuracy of the conviction history report that is the

basis for rescinding the offer, evidence of rehabilitation or mitigating circumstances, or both.

3. The applicant shall have at least five (5) business days to respond to the City's notice before the City makes a final decision. If, within the five (5) business days, the applicant notifies the City in writing that the applicant disputes the accuracy of the conviction history report that was the basis for the preliminary decision to possibly rescind the offer and that the applicant is taking specific steps to obtain evidence supporting that assertion, the applicant shall have five (5) additional business days to respond to the notice.

4. If the City, upon reviewing the applicant's response, makes a final decision of disqualification, the City shall notify the applicant its final decision in writing.

G. Conditional Offer of Employment.

All job applicants are required to submit to a physician's examination, and depending on the Position, may also be required to submit to a drug screen, at the City's expense, upon being made a conditional offer of employment. No job commitment shall be made until a negative drug screen result is obtained, where applicable, and a physician has certified that the applicant is medically fit to perform the essential functions of the Position, with or without reasonable accommodation. When the applicant reports to the medical facility for the scheduled examination, personal identification shall be provided to the facility in the form of a photograph and verifiable signature (for example, a driver's license). All test results will be kept confidential. The applicant will be told whether the tests were passed or failed, but only the City Manager, ~~the Human Resource~~Administrative Services Director, and their designee(s) will have access to the test results, on a need-to-know basis.

H. Employment Oath.

1. All employees of the City must complete and sign the Oath or Affirmation of Allegiance for Public Officers and Employees on the first day of employment or as soon thereafter as practicable in accordance with Section 3 of the Constitution of the State of California.

2. A signed copy will be included in the employee's personnel file.

RULE 5. APPOINTMENTS

SEC. 5.1 APPOINTMENT OF NEW EMPLOYEE

The hire date of a new employee shall be that of the first day actually worked.

SEC. 5.2 PROVISIONAL APPOINTMENTS

A. It shall be the policy of the City to require all supervisors and other appointing authorities, whenever possible, to notify the City Manager of impending or anticipated vacancies in their departments sufficiently in advance so as to allow for the establishment of an appropriate eligibility list. However, when the demands of the services are such that it is not practicable to give such notification and if it is not practicable to delay appointment until a new eligibility list can be certified, the Appointing Authority may make a provisional appointment to the position. As soon as practicable, but not longer than six (6) months after a provisional appointment has been made, the City Manager may cause an examination to be prepared, and all positions filled provisionally shall be filled by an appointment from an eligibility list. Provisional appointments are not intended to be long-term and shall not exceed a total of six (6) months.

B. A person appointed to a position on a provisional basis shall not be entitled to credit for the time served under the provisional appointment toward the completion of their probationary period and shall be entitled to the same salary and other benefits as an applicant appointed from an eligibility list except that the employee may not be employed under the provisional appointment for longer than the period authorized herein.

C. No preference shall be allowed in any examination or the establishment of any eligibility lists for a position for an applicant who rendered service in that position under a provisional appointment.

SEC. 5.3 ACTING APPOINTMENTS TO A HIGHER CLASS

An acting appointment may be made of a current employee to a higher class or position occupied by a person on temporary leave or disability. Upon the return of the incumbent from leave or disability, the acting appointment shall be immediately terminated, and the appointee shall resume the duties and receive the compensation and privileges as if the employee had continued their duties in their previous classification.

SEC. 5.4 REINSTATEMENT

The City Manager may reinstate any person who has resigned in good standing, provided that such reinstatement is accomplished within one (1) year of the date of resignation, or as otherwise required by law. Such reinstatement action may, at the discretion of the City Manager, take precedence over any eligibility list except a reemployment list. Any person so reinstated shall be subject to a new probationary period of the same length as established for new appointees to a position in the class, unless excused by the City Manager.

SEC. 5.5 TRANSFER

A. The City Manager may institute a voluntary or involuntary transfer of an employee from one position to another vacant position in the same class or to a vacant position in a comparable class at the same salary level.

B. An employee who has achieved a rating other than "Does Not Meet Expectations" on their most recent performance evaluation may initiate a request for voluntary transfer to an available position in the same Class for which a recruitment has not yet opened, and for which the employee meets the minimum qualifications, by submitting a request in writing to the supervisor. The supervisor will issue a written recommendation to the City Manager as to whether to proceed with an internal recruitment or open-competitive recruitment, or to exercise the discretion to grant the employee's transfer request.

C. While the City Manager retains sole discretion whether to institute voluntary and involuntary transfers, consideration will be given to the affected employee's and the supervisor's wishes.

SEC. 5.6 NEPOTISM

A. Definitions.

1. Applicant. A person who applies for a position at the City and is not a current employee.

2. Change of Status. A change in the legal status or personnel status of one or more current employees.

(a) Changes in legal status include, but are not limited to, marriage, divorce, separation, or any such change through which a current employee becomes a family member or ceases to be a family member of another current employee.

(b) Changes in personnel status include, but are not limited to, promotion, demotion, transfer, resignation, retirement, or termination of a current employee who is a family member of another current employee.

3. Current Employee. A person who is presently a City employee or an elected or appointed City official.

4. Direct Supervision. One or more of the following roles, undertaken on a regular, acting, overtime, or other basis shall constitute "Direct Supervision":

(a) Occupying a position in an employee's direct line of supervision;

(b) Functional supervision, such as a lead worker, crew leader, or shift supervisor; or

(c) Participating in personnel actions including, but not limited to, appointment, transfer, promotion, demotion, layoff, suspension, termination, assignments, approval of merit increases, evaluations, and grievance adjustments.

5. Family Member. A spouse, domestic partner, parent, parent-in-law, step-parent, legal guardian, sister, step-sister, sister-in-law, brother, step-brother, brother-in-law, child, step-child, legal ward, daughter-in-law, son-in-law, grandchild, or grandparent.

B. Prohibited Conduct.

Conduct by family members including, but not limited to, one or more of the following:

(a) Participation directly or indirectly in the recruitment or selection process for a position for which a family member is an applicant;

(b) Direct supervision of a family member that does not comply with limitations set forth in this Rule; or

(c) Conduct by one or more family members that have an adverse effect on supervision, safety, security, or morale.

C. Guidelines for Applicants.

No qualified applicant may be denied the right to file an application for employment and compete in the examination process. However, consistent with this Section, the City may reasonably regulate, condition, or prohibit the employment of an applicant for a full-time position.

D. Disclosure. Each applicant is required to disclose the identity of any family member who is a current employee.

E. Assessment by ~~the~~ Human Resources ~~Department~~.

For each applicant who has a family member who is a current employee, ~~the~~ Human Resources ~~Department~~ shall assess whether any of the following circumstances exist:

1. Business reasons of supervision, safety, security, or morale warrant the City's refusal to place the applicant under direct supervision by the family member; or

2. Business reasons of supervision, security, or morale that involve potential conflicts of interest or other hazards that are greater for family members than for other employees, which warrant the City's

refusal to permit employment of family members in the same department, division, or facility.

F. Decision.

1. If ~~the~~ Human Resources ~~Department~~ determines that either of the above circumstances exists, the ~~Human Resources~~Administrative Services Director shall exercise their discretion to either reject the applicant or consider the applicant for employment in a position that does not present either of the above circumstances.

2. Following examination, if the applicant is successfully certified as eligible, ~~he or she~~they may be employed in a position for which the ~~Human Resources~~Administrative Services Director has determined that neither circumstance exists pursuant to Section 5.6.

3. When an eligible applicant is refused appointment by virtue of this Section, their name shall remain on the eligibility list for openings in the same classification. For each opening, the ~~Human Resources~~Administrative Services Director shall make a determination consistent with Section 5.6.

G. Guidelines for Current Employees.

1. Employees shall report a Change of Status to ~~the~~ Human Resources ~~Department~~ within a reasonable time after the effective date of the Change of Status. Wherever feasible, employees shall report a Change of Status in advance of the effective date.

2. Within thirty (30) days from receipt of notice, the ~~Human Resources~~Administrative Services Director shall undertake a case-by-case consideration and individualized assessment of the particular work situation to determine whether the Change of Status has the potential for creating an adverse impact on supervision, safety, security, or morale.

3. The ~~Human Resources~~Administrative Services Director shall consult with an affected supervisor to make a good faith effort to regulate, transfer, condition, or assign duties in such a way as to minimize potential problems of supervision, safety, security, or morale.

4. Notwithstanding the above provisions, the City retains the right to exercise its discretion to determine that the potential for creating an adverse impact on supervision, safety, security, or morale cannot be sufficiently minimized and to take further action pursuant to Section 5.6.

5. Following a Change of Status or new hire of a family member, affected supervisors shall reasonably monitor and regulate both

family members' conduct and performance for a period of one (1) year from the date of the ~~Human Resources~~Administrative Services Director's determination. The supervisor shall document these actions. Successive supervisors may re-visit such a determination at their discretion.

6. If the supervisor determines, subject to any applicable requirements of due process, that an employee has engaged in prohibited conduct, the supervisor shall re-visit the ~~Human Resources~~Administrative Services Director's determination. Depending on the severity of the Prohibited Conduct, the supervisor may recommend that the ~~Human Resources~~Administrative Services Director take one or more of the following additional measures:

   (a) Transfer one of the family members to a similar position that would not be in violation of this policy. The transfer will be granted provided the family member qualifies and there is an opening to be filled. There can be no guarantee that the new position will be within the same classification or at the same salary level.

   (b) If the situation cannot be resolved by transfer, one of the family members must separate from City employment. If one of the employees does not voluntarily resign, the employee with primary responsibility for the prohibited conduct will be discharged.

   (c) Supervisors who receive complaints from other employees that one or more family members have engaged in prohibited conduct shall respond in accordance with existing complaint and disciplinary procedures, where applicable.

   (d) Where situations exist prior to the effective date of this Section that may be in conflict with this Section, every effort shall be made to reasonably address the situation so as to avoid any future conflict.

H. Employee Complaints. Employees who believe that they have been adversely affected by prohibited conduct by one or more family member(s) should submit complaints to ~~the~~ Human Resources ~~Department~~.

I. Appeal of Determination. Current employees and applicants affected by the application of this Section, may appeal the action to the City Manager within ten (10) days of the action. The City Manager shall hear the individual's concerns and issue a written decision within thirty (30) days of receipt of the individual's appeal. The decision of the City Manager is final, and no other appeal may be had unless the employee is entitled to further administrative appeal under other provisions of these Rules.

J. Savings Clause. Should any provision of this Rule, or any application thereof, be unlawful by virtue of any federal, state, or local laws and

regulations, or by court decision, such provision shall be effective and implemented only to the extent permitted by such law, regulation or court decision, but in all other aspects, the provisions of this Rule shall continue in full force and effect.

SEC. 5.7 CONSENSUAL ROMANTIC RELATIONSHIPS BETWEEN EMPLOYEES.

A. General. Consensual romantic or sexual relationships between City employees can lead to misunderstandings, complaints of favoritism, adverse effects on employee morale, and possible claims of sexual harassment during or after termination of the relationship. As a result, such relationships present existing or potential conflicts that adversely affect efficient operation of the City. Relationships that present an actual conflict under this Section are therefore prohibited.

B. Application. This section shall apply to all City employees, regardless of gender or sexual orientation, who have a romantic or sexual relationship with another City employee. The provisions regarding nepotism shall govern employees who marry or become domestic partners with another City employee.

C. Definition of Conflict. For purposes of this Section, a conflict exists if business issues of supervision, safety, security, and/or morale would be impacted by a romantic or sexual relationship between two employees.

D. Supervisor's Duty to Report. If a romantic or sexual relationship exists between a Supervisor and another employee (including another Supervisor), the Supervisor shall promptly disclose the relationship to the ~~Human Resources~~Administrative Services Director and request a determination as to whether the relationship presents a conflict. The disclosure must identify the names and positions of both employees. A Supervisor's failure to comply with this section shall be grounds for discipline up to and including dismissal.

E. Determination. Within five (5) working days, the ~~Human Resources~~Administrative Services Director shall issue a written determination as to whether the relationship presents a conflict, and is thereby prohibited. The ~~Human Resources~~Administrative Services Director, in consultation with the City Manager, shall have exclusive discretion in making the determination.

F. Resolution of Conflicts. Subject to limitations imposed by law and applicable provisions of these Rules, the ~~Human Resources~~Administrative Services Director will attempt in good faith to work with the Supervisor and the other employee to consider options to eliminate the conflict, including removing the Supervisory authority that created the conflict, reassignment, transfer, or voluntary demotion of a Supervisory employee, or where the ~~Human Resources~~Administrative Services Director determines that

modification of a Supervisor's assignment is not feasible, reassignment, transfer, or voluntary demotion of a non-Supervisory employee. The ~~Human Resources~~Administrative Services Director retains discretion to determine that the conflict may be resolved via voluntary resignation or by involuntary demotion or dismissal.

G. Prohibited On-Duty Conduct. All City employees are prohibited from engaging in intimate, physical, or other conduct in furtherance of a romantic or sexual relationship with anyone, including another City employee, at work locations or during work hours. Moreover, upon termination of a sexual or romantic relationship with another City employee, employees are prohibited from engaging in behavior that adversely affects the working conditions of any City employee. In general, all employees are expected to observe appropriate standards of workplace conduct in their interactions with other City employees.

H. Complaints. Employees who believe that they have been adversely affected by romantic or sexual relationships between City employees should follow the complaint procedures provided under the City's policy against harassment, discrimination, and retaliation. The complaint procedures are available to all employees regardless of their past or present participation in a romantic or sexual relationship with another City employee.

RULE 6. PROBATION

SEC. 6.1 PROBATIONARY STATUS

A. During the probationary period the employee, unless subject to the terms and conditions of an employment contract, may be rejected at any time, for any lawful reason, or no reason.

B. Department Directors, and temporary employees, including part-time and contract employees, are not subject to a probationary period since these employees are subject to discharge at the discretion of the appointing authority, without further justification. Other employees (including the City Manager, City Attorney, and Fire Chief) may also be deemed at-will employees pursuant to employment contracts.

SEC. 6.2 PROBATIONARY PERIODS

A. The probationary period varies from one position to another and shall not include time served under a temporary, acting, or provisional appointment. Periods of time on leaves longer than thirty (30) days require that the probationary period be extended a period of time equal to the amount of time spent on leave.

B. Each new full-time regular employee or safety employee shall be a probationary employee until their successful completion of the prescribed probationary period. In general, the probationary period for regular employees is twelve (12) months, and for safety employees, the prescribed probationary period is eighteen (18) months. If, at any time prior to successful completion of the prescribed probationary period, it appears that the probationary employee will not successfully complete the prescribed probationary period, the Department Head may extend the probationary period once for an additional six (6) months.

SEC. 6.3 REGULAR STATUS

A. An employee's status shall be considered regular upon their completion of the applicable probationary period.

B. If a probationary employee receives written notice of rejection from the City Manager prior to expiration of the applicable probationary period, the employee has not attained "completion" within the meaning of Section 6.3.

SEC. 6.4 REJECTION DURING PROBATIONARY PERIOD OF PROMOTED EMPLOYEES

A. Regular Employees. A regular employee who is rejected during the probationary period from a position to which the employee has been promoted may be reinstated to the position from which the employee was promoted, if such position is vacant and existing, unless the employee is discharged for cause, which would have been sufficient to cause their discharge from their former position as well. In such case, the employee shall be entitled to appeal their discharge as provided in these rules.

B. Probationary Employees. Employees promoted to a higher class while on probation in a lower class and who subsequently fail to perform satisfactorily in the promoted position may return to their former position provided the position has not been eliminated and is vacant. Such employee shall continue to serve a probationary period for the length of time remaining on the probationary period at the time of promotion.

RULE 7. PERFORMANCE REPORTS

SEC. 7.1 POLICY

It is the policy of the City that periodic and regular reports be made as to the efficiency, competency, conduct and merit of its employees. To this end, it is the responsibility of the City Manager and supervisors that these ratings be made. The ~~Human Resources~~Administrative Services Director, under the direction of the City Manager, shall provide and prescribe the forms and procedures to be used in such reports of performance so that the program of performance reporting will be carried on in a sound, timely, and effective manner.

SEC. 7.2 AUTHORITY TO MAKE REPORTS

Department Heads shall prepare reports of performance for those employees within their department. The City Manager shall prepare reports of performance for the Department Directors. The City Manager shall review and approve all personnel performance reports following review and signature by the employee and their supervisor.

SEC. 7.3 TIME FOR REPORTING

A. Probationary Employees.

No later than ten (10) days prior to the completion of the probationary period, the supervisor shall furnish ~~the~~ Human Resources ~~Department~~ with a report as to the progress and capability of the probationary employee, a copy of which shall also be furnished to the probationer.

B. Regular Employees.

A report for an employee shall be prepared and received no later than ten (10) days prior to their salary anniversary date. An employee may be also given a report of performance at any other time during the year upon the employee's request ~~–~~or at the discretion of the Appointing Authority. An employee who has been rated "improvement needed" or "unsatisfactory" (or equivalent i.e., "does not meet expectations") shall receive a report three (3) months from receiving such rating and shall receive another report in another three (3) months in connection with a Performance Improvement Plan (PIP) this employee is assigned to complete.

C. Lack of Opportunity to Observe Performance.

If, as a result of extended absence or other circumstances resulting in a supervisor's opportunity to observe an employee's performance for fewer than three (3) months, the employee and the supervisor may mutually agree in writing to delay issuance of the report of performance by up to three (3) months, with prior approval of the Human Resources Director. If the employee is eligible for a step advancement, and the supervisor determines that the employee's performance so warrants, the supervisor may recommend to the City Manager that the employee receive the step advancement retroactively to the salary anniversary date.

SEC. 7.4 REVIEW WITH EMPLOYEE

It is acknowledged that one of the prime benefits of a sound performance rating system is that it can bring together the employee and their supervisor in a frank and constructive discussion and appraisal of the employee's work and the specific ways in which it may be improved. Therefore, each performance report shall be thoroughly discussed with the employee with this view in mind. The employee shall sign the report to acknowledge its contents. Such signature shall not necessarily mean the employee endorses the content of the report. The employee shall be entitled to submit a written response to their performance report within ten (10) calendar days of receipt of the

performance report. Any such response will be attached to the employee's performance report and maintained in their regular personnel file. No administrative appeal of the rating or contents of a performance report may be had by the employee.

SEC. 7.5 DISTRIBUTION OF REPORTS

Reports shall be prepared in three (3) copies. After review and approval of the City Manager, one copy shall be retained by ~~the~~ Human Resources ~~Department~~ and one copy shall be provided to the employee. The Human Resources ~~Department~~ copy, along with any response by the employee, shall be made a part of the employee's employment history and included in the employee's personnel file.

SEC. 7.6 PERFORMANCE RATINGS

A. Effects of "Improvement Needed" and "Unsatisfactory" Ratings.

1. Any employee who receives an overall rating of "unsatisfactory" or of "improvement needed" (or equivalent "i.e. "does not meet expectations") will not be eligible to be appointed off of any eligibility list until a satisfactory rating is established.

2. Any employee who receives an overall rating of "unsatisfactory" or of "improvement needed" (or equivalent i.e. "does not meet expectations") will not receive any merit salary increase during the period following the report, except as provided in subsection 5 below.

3. Any employee who receives an overall rating of "unsatisfactory" or of "improvement needed" (or equivalent i.e. "does not meet expectations") will be subject to a Performance Improvement Plan. "Unsatisfactory" or "improvement needed" ratings in individual rating categories may also result in a Performance Improvement Plan, in the discretion of the City.

4. In any case, where an employee receives an overall rating of "unsatisfactory" on two (2) consecutive occasions or "improvement needed" (or equivalent i.e. "does not meet expectations") on three (3) consecutive occasions, Disciplinary Action shall be taken by the Appointing Authority as provided for in these rules, if such action has not already been taken.

5. If an employee who has been denied a merit salary increase improves their performance to such an extent that the City Manager believes a merit salary increase is now justified, the City Manager shall indicate the improvement on a report of performance form and may specifically award a merit salary increase. Additionally, in awarding the merit salary increase under this subsection, the City Manager may change the merit salary increase anniversary date to the date of the award of the merit salary increase or may permit the

anniversary date to remain the same. Any merit salary increase awarded under this subsection shall not be made retroactive.

SEC. 7.7 PERFORMANCE IMPROVEMENT PLAN

A. The City Manager may authorize the use of a Performance Improvement Plan following an employee's receipt of an overall rating of "unsatisfactory" or "improvement needed" (or equivalent i.e. "does not meet expectations") in their most recent performance report, or based on similar ratings in particular evaluation categories, or at any other time upon request of a supervisor whose other efforts to have an employee conform to the City's policies and procedures or other standards of performance have not been successful.

B. A Performance Improvement Plan is not a disciplinary action, and should not be used in place of appropriate disciplinary action.

C. A Performance Improvement Plan shall detail the specific reasons that performance is deficient or non-compliant, requirements for improvement, the number of special and/or regular evaluation periods that the Plan is intended to be in place, and a schedule for review of the employee's progress under the Plan.

D. The employee will receive an opportunity to meet with their supervisor or the City Manager to provide input into the terms of the Performance Improvement Plan before the Plan takes effect. However, in the City Manager's discretion, the Performance Improvement Plan may take effect prior to expiration of the employee's time to respond to their performance report.

E. The City Manager shall retain discretion to determine at any time that an employee under a Performance Improvement Plan has not demonstrated reasonable improvement and that the Plan should be discontinued.

F. The City Manager may further determine at any time that Disciplinary Action is warranted to address an employee's insufficient performance or other misconduct.

G. If the City Manager determines that the employee has demonstrated sufficient improvement under the terms of the Performance Improvement Plan, and the employee then maintains acceptable performance over the full period of the Performance Improvement Plan, then the Plan shall be considered "successful."

~~G.~~H. H. After the completion of a "successful" Performance Improvement Program, the City shall maintain a record of the Plan in the employee's personnel file.

~~H.~~I. If the City Manager determines that a Performance Improvement Plan has not been "successful," or that the employee's performance has regressed in the evaluation period following completion of a "successful" Performance Improvement Plan, the City Manager may determine the issuance of proper disciplinary measures.

RULE 8. HOURS OF WORK/OVERTIME

SEC. 8.1 POLICY

A. It is the policy of the City that forty (40) hours per week shall constitute a week's work, for all full-time employees, except that work days and work weeks of a different number of hours may be established in order to meet the varying needs of the City where permitted by law.

B. Temporary employees, including part-time employees, are not eligible for any benefits beyond the hourly wage and any benefits required by applicable state or federal law and regulations, unless those benefits specifically and explicitly granted to these employees in these Rules.

SEC. 8.2 WORK WEEK

The normal work week shall be five (5) consecutive weekdays starting at 8:00 a.m. and ending at 5:00 p.m. on Monday to Friday except:

1. Library hours may vary.
2. Parks hours include Saturday and Sunday.
3. Streets, Parks, Water, Water Treatment, and Wastewater Treatment Department Hours are from 7:00 a.m. to 3:30 p.m.
4. Hours of operation differing from these guidelines may be established for any office or Department in order to meet the needs of the City and the citizens of St. Helena.

SEC. 8.3 DAILY HOURS OF WORK

Daily hours of work or shifts for employees shall be assigned by the City Manager as required to meet the operational requirements of the City.

SEC. 8.4 CHANGE IN WORKING HOURS

Any foreseeable absence or deviation from scheduled working hours desired by an employee shall, in advance, be cleared in writing through the office of the City Manager, and such absence shall be noted on the employee's time sheet.

SEC. 8.5 OVERTIME

A. Overtime Compensation.

Employees shall not perform work outside of their regularly scheduled shifts unless requested to do so by a Department Head or with advance written authorization from a Department Head. This requirement applies to, but is not limited to:

1. Work performed before the start of the shift;
2. Work performed during meal periods;
3. Work performed after the end of the shift; and
4. Other work performed "off the clock" including work performed at home.

All employees shall take reasonable measures wherever feasible to avoid the need for work to be performed outside of their regularly scheduled shifts. Where required, time spent on such work shall be kept to a minimum. All time worked and leave used must be reported on an employee's timecard, regardless of when or where the work was performed.

Department Heads shall adhere to the following guidelines in requesting or assigning work outside an employee's regularly scheduled shift:

An employee who may be required to perform work outside the regular shift shall be notified of the apparent need for such work as soon as practicable prior to when the work is expected to begin.

Non-exempt employees shall be paid at one and one-half times the employee's regular rate of pay for all hours actually worked in excess of the employees regularly scheduled shift or in excess of forty (40) hours in a work week. Paid time off or other non-working time (except paid rest breaks under Section 8.6), such as vacation, sick leave, holidays, jury duty, and compensatory time off, shall not be considered hours worked.

SEC. 8.6 REST BREAKS

Non-exempt employees shall be entitled to a paid 15-minute break for every four (4) hours worked. Such time shall be considered hours worked.

SEC. 8.7 CONDUCT DURING THE WORKDAY

During the workday, employees are expected to devote their full time in the performance of their assigned duties. Any approved outside work, part-time job, hobbies, or personal business must be performed during off duty hours. Off duty hours include unpaid lunch break periods, but do not include other rest or break periods during which the employee continues to receive pay.

RULE 9. LEAVES OF ABSENCE

SEC. 9.1 HOLIDAYS

A. The following days shall be recognized and observed as paid holidays for regular full-time employees:

1. New Year's Day (January 1)
2. Martin Luther King, Jr. Birthday (Third Monday in January)
3. Presidents' Day (Third Monday in February)
4. Cesar Chavez Day (March 31)
5. Memorial Day (Last Monday in May)
6. Independence Day (July 4)
7. Labor Day (First Monday in September)
8. Veteran's Day (November 11)
9. Thanksgiving Day (Fourth Thursday in November)
10. Friday after Thanksgiving Day
11. Christmas Eve (December 24)
12. Christmas Day (December 25)

Except for emergency services, all City offices shall be closed on recognized and observed paid holidays above and all full-time employees shall receive full pay provided they are employed and in a paid status on the first working day prior to and following the holiday.

When a recognized and observed holiday falls on a Saturday, the preceding Friday shall be deemed a holiday. When a holiday falls on a Sunday, the following Monday shall be deemed a holiday. When Christmas Eve falls on a Friday, the preceding Thursday shall be deemed a holiday. When Christmas day falls on a Monday, the following Tuesday shall be deemed a holiday. When Christmas falls on a Thursday, the following Friday shall be a holiday in lieu of Christmas Eve Day.

B. Holidays for Employees on work schedules other than Monday through Friday

Employees assigned to a seven-day operation departments or employees working a five-day work week other than Monday through Friday shall be allowed another day off within the same work week if a holiday falls on one of their regularly scheduled days off. Employees whose holidays are changed because of shift rotations shall be allowed

another day off if a legal holiday falls on one of their days off. Employees regularly scheduled to work on a holiday which falls on a Saturday or Sunday shall receive holiday compensation for the work on that Saturday or Sunday. Holiday compensation shall not be paid for work on any weekday preceding a Saturday holiday or on any weekday following a Sunday holiday.

C. Personal Convenience Holiday.

Each regular, full-time employee shall be eligible for two (2) Personal Convenience Holidays of eight (8) hours each. Each regular employee, Department Head, and full-time unrepresented safety employee who has been continuously employed by the City for at least five (5) years will be granted three (3) additional Personal Convenience Holidays. Personal Convenience Holidays must be used prior to the end of the calendar year and will not accrue or carry over. They may be taken at the employee's convenience, subject to the Department Head's approval. These Holidays shall not incur additional expense to the City (e.g., causing another employee to work overtime). Each of these Holidays must be taken as a full day.

D. Part-time Employees.

Part-time employees who have been continuously employed by the City for at least twelve months will receive pay for the days designated as fixed holidays, in an amount determined by multiplying the employees' Average Work Day by the employee's hourly rate. If a part-time employee who is eligible for pay for holidays is required to work on a holiday, then in-lieu of paid time off the employee will receive additional pay equivalent to the employee's Average Work Day or the actual number of hours worked, whichever is greater, but not to exceed eight (8) hours.

SEC. 9.2 VACATION

A. Unless otherwise required by an applicable MOU or employment agreement, full-time regular employees shall accrue vacation, on a daily basis, according to the following schedule:

Years of Service	Vacation Accrual
0 – 4 years	10 days per year
5 years	15 days per year
6 years	16 days per year
7 years	17 days per year
8 years	18 days per year
9 years	19 days per year
10 years	20 days per year

The maximum rate at which vacation may be accrued by any employee is twenty (20) days per year.

B. Part-time Employees: On July 1 of each year, a part-time employee will be awarded vacation hours in an amount determined by multiplying the employee's "average work day" by ten, provided that:

1. In computing the “average work day,” no time worked prior to the employee’s first anniversary date shall be considered.

2. Administration of the use of vacation leave by part-time employees will be by the same rules as regular employees.

C. The City Manager may in their sole discretion, permit a Department Hhead to accrue vacation on a schedule other than as specified in Section 9.2. The City Manager shall specify the applicable schedule in writing at the time of hire.

D. Employees may begin using accrued vacation after completing six (6) months of continuous employment with the City.

E. Employees may carry over up to 80 hours of unused accumulated vacation to the next fiscal year. This carryover amount shall be prorated for new hires.

F. Employees may convert up to one-half (1/2) of their unused accumulated vacation days per fiscal year to compensation and shall be paid at the employee’s rate of pay at the time of the conversion.

G. At termination of employment for any reason, the City shall compensate the employee for the employee’s accumulated vacation time at the employee’s straight time rate of pay at the time of termination.

H. The City will not require an employee to take vacation time in lieu of sick leave or leave of absence during periods of illness. However, the employee may elect to take vacation time in case of extended illness constituting a "serious health condition" within the meaning of the City's Family Care and Medical Leave, Pregnancy Disability Leave, and Military Family Leave Policy where sick leave has been fully used. If a holiday falls on a work day during an employee’s vacation period, that day shall be considered as a paid holiday and not vacation time.

I. Vacations may be scheduled at any time during the year upon written approval of the Department Head.

SEC. 9.3 SICK LEAVE

A. Definitions.

The definitions provided in this Section 9.3 apply only to the provisions in Section 9.3.

1. Immediate Family. Immediate Family means: (1) a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands *in loco parentis*; (2) biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or of the employee’s spouse or registered domestic partner, or a person who stood *in loco parentis* to either the employee or the employee’s

spouse or domestic partner as a minor; or (3) an employee's spouse, registered domestic partner, grandparent, grandchild, or sibling, including half-siblings.

2. Permitted Use of Sick Time. Sick Time is not discretionary leave, and Permitted Use of Sick Time consists of any of the following:

(a) Diagnosis, care, or treatment of the existing health condition of an employee or a member of the employee's immediate family;

(b) Preventative care for an employee or a member of the employee's immediate family;

(c) For employees who are victims of domestic violence, sexual assault, or stalking, leave taken for the purposes described in Sections 230(c) and 230.1(a) of the California Labor Code.

(d) Extension of Bereavement Leave to which an employee is entitled under Section 9.4.

3. Full-Time Employees. For purposes of this policy a "Full-Time Employee" means any regular or probationary Full-Time Employee.

4. PTS Employees. For purposes of this policy a "PTS Employee" means any employee who is not a Full-Time employee, including, but not limited to, part-time, temporary, and seasonal employees.

5. Employees. For purposes of this policy the term "Employees," without further modification, includes all City employees, regardless of status or hire date.

B. Eligibility.

All Employees are eligible to accrue and use paid sick leave in accordance with the applicable terms of this policy.

C. Waiting Period Prior to Use of Sick Leave by New Hires.

All New Hires must complete an initial, one-time ninety (90) calendar day waiting period before using sick leave. Employees who leave City employment before completion of the 90-day waiting period are not entitled to use any sick leave. However, New Hires who return to City employment within twelve (12) months of separation will have their sick leave balances restored and need only complete the remainder of the ninety (90) day period before becoming entitled to use available sick leave.

D. Accrual.

1. Full-Time Employees.

Full-Time Employees shall earn sick leave at the rate of eight (8) hours per month. There shall be no limit on sick leave accrual.

2. PTS Employees.

(a) PTS Employees will receive a bank of twenty-four (24) hours of sick leave on the first day of the next month following their first date of employment, whichever is later. New Hires must satisfy the waiting period before using any time from the sick leave bank.

(b) The City will provide an additional bank of twenty-four (24) hours of sick leave on January 1 of each subsequent calendar year to each PTS employee.

(c) PTS Employees shall accrue no additional sick leave beyond the twenty-four (24) hour bank and shall have no right to carry over banked hours from year to year.

E. Notice.

1. Unscheduled Time Off.

An Employee shall contact their immediate supervisor at least two hours prior to the commencement of the assigned work shift, or as soon thereafter as is practical, to report absence from work due to a Permitted Use of Sick Time. Consideration shall be given to emergency situations that restrict the employee from contacting their immediate supervisor prior to their assigned work shift, including, but not limited to accident, injury, or hospitalization.

An employee shall notify their immediate supervisor before the employee leaves the work site prior to completion of the work shift due to any unscheduled Permitted Use of Sick Time; however, the employee need not provide the reason that sick time is needed to the immediate supervisor.

2. Scheduled Time Off.

Notice of time off for scheduled appointments involving a Permitted Use of Sick Time, such as personal medical appointments, must be provided to the Department Head or ~~the~~ Human Resources ~~Department~~, at least one week in advance of the appointment, whenever feasible. Every effort should be made to schedule such appointments at times that do not conflict with the City's work schedule.

The employee shall again notify their immediate supervisor before the employee leaves the work site prior to completion of the work shift due to the scheduled Permitted Use of Sick Time.

F. Medical Certification or Other Documentation.

Employees off work on sick leave for a period of more than three (3) consecutive work days, or whose usage indicates potential abuse of sick leave, may be required at any

time to provide a doctor's note or other relevant documentation certifying that the reason for the employee's absence is a Permitted Use of Sick Time, and if the employee is unable to return to work, stating how long the employee is expected to be unable to do so.

G. Return to Work.

For any absence of seven (7) or more consecutive work days due to an employee's own illness or injury, the supervisor may require that the employee provide a note from their physician, releasing the employee with or without restrictions, before the employee may return to work.

H. Reinstatement of Unused Sick Leave Balances.

An Employee who separates from employment with the City and returns to active employment within twelve (12) months of their separation date shall have their unused sick leave balance reinstated, up to a maximum of twenty-four (24) hours. For purposes of this provision, unused sick leave is leave that was accrued, but never taken by the Employee, and that was not converted to Personal Leave.

I. Retention and Inspection of Records Pertaining to Sick Leave.

The City shall keep records documenting the hours worked and paid sick leave accrued and used by an employee for three (3) years. Upon reasonable request, and within twenty-one (21) calendar days after the request, the City shall afford current and former employees the right to inspect or copy records pertaining to their hours worked and paid sick days accrued and used.

J. Abuse of Sick Leave.

Employees who do not comply with this policy, including providing insufficient notice of sick leave or using sick leave for reasons other than for a Permitted Use of Sick Time, are committing abuse of sick leave, which is grounds for discipline, up to and including termination.

The City reserves the right to take reasonable steps to determine whether an employee is abusing sick leave, including, but not limited to, attempting in-person or electronic communication with an employee using sick leave, identifying and tracking consistent patterns of sick leave use, such as in connection with weekends, holidays, and scheduled days off, and considering social media content or other relevant evidence that is either publicly available or shared voluntarily by other employees or interested individuals.

SEC. 9.4 BEREAVEMENT LEAVE

A. Employees are entitled to paid bereavement leave in the event of death in their immediate family. Bereavement leave is a separate benefit from other paid leaves; however, sick leave may be used to supplement the periods provided in this section.

B. Employees may be granted up to ~~three~~ five (~~3~~5) working days of paid bereavement leave or five (5) working days if the death occurs out of State, per immediate family member.

C. For purposes of this Section 9.4, "immediate family" shall have the same definition as in Section 9.3.

SEC. 9.5 MILITARY LEAVE

Military leave shall be granted in accordance with state and federal law (i.e. the California Military and Veteran's Code and the Federal Uniformed Services Employment and Reemployment Rights Act.) An employee entitled to military leave shall give the Administrative Services ~~Manager~~ Director an opportunity within the limits of military regulations to determine when such leave shall be taken. Prior to taking military leave, an employee, when possible, shall present a copy of their military orders to the Human Resources Department. In addition, leave for military exigency or military caregiver shall be granted in accordance with the Family and Medical Leave Act.

SEC. 9.6 JURY DUTY

This policy shall apply to all regular and probationary employees in all classifications.

An employee summoned for jury duty will immediately notify ~~the~~ Human Resources ~~Department~~. While serving on a jury, an employee will be given a leave of absence, with pay, for the duration of said jury duty. Said leave of absence with pay is conditional upon the employee returning to work upon their dismissal each day to complete their normal work day. It is also conditional upon the employee's conveyance to the City of any compensation received as a juror, not including any travel allowance received.

SEC. 9.7 VOTING LEAVE

In accordance with California Election Code sections 14000 and 14001, if a registered voter does not have sufficient time outside normal working hours within which to vote at general direct primary or presidential elections, the employee may take off such working time as will enable ~~him/her~~them to vote. The scheduling of the time referenced above shall be subject to the approval of the employee's supervisor and shall normally be at the beginning or end of a work shift. A maximum of two (2) hours may be taken with pay. The employee must provide two (2) days of advance notice of the need for voting leave.

SEC. 9.8 ELECTION OFFICIAL LEAVE

Employees serving as an election official shall be permitted leave in order to so serve. Such leave is unpaid, but, at their option, employees may request to use vacation leave to serve as an election official. An employee taking leave to serve as an election official is required to give their Department Head at least ten (10) days of advance notice before the date of the election in which the employee is to serve as an election official. Employees serving as an election official are required to provide their Department Head with proof of service prior to taking leave.

SEC. 9.9 LACTATION BREAKS

A. In accordance with California and federal law, the City will provide an employee with reasonable unpaid time off and an appropriate area for the purpose of the employee expressing breast milk for the employee's infant child.

B. An "appropriate area" is a place other than a bathroom that is in close proximity to the employee's work area and that is shielded from view and free from intrusion by other employees and the public. The City will consider input from the affected employee but retains sole discretion in identifying an "appropriate area" on a case-by-case basis.

SEC. 9.10 UNPAID LEAVES OF ABSENCE

A. The City Manager, in their discretion, may grant an employee leave of absence without pay for up to three (3) months. Unpaid leave of absence may be granted by the City Manager for the following grounds: (1) for personal reasons which are acceptable to the City Manager; (2) for reason of illness in the event sick leave has been exhausted; (3) in conjunction with pregnancy-related leave; or (4) to pursue a course of education which will increase the employee's capability in holding the City position. The City Manager may require sufficient documentation establishing the employee's need for leave.

B. After the initial three (3) months of leave of absence without pay, the City Manager may, in their discretion, extend the leave for up to nine (9) additional months in a maximum of three (3) month increments. However, unless otherwise required by law, in no circumstances shall the total amount of unpaid leave be longer than twelve (12) months.

C. Exhaustion of Paid Leaves.

1. Non-medical Leave of Absence without Pay. An employee requesting leave under this section for nonmedical reasons is required to fully exhaust all of their paid leaves, except sick leave, in order to be eligible to receive a leave of absence without pay.

2. Medical Leave of Absence without Pay. An employee requesting leave under this section for medical reasons is required to fully exhaust all of their paid leaves, including sick leave, in order to be eligible to receive a leave of absence without pay.

D. Accrual of Benefits.

1. Leave of absence without pay shall not be construed as a break in service or employment, and rights accrued at the time leave is granted shall be retained by the employee; however, vacation credits, sick leave credits, increases in salary, and other similar

benefits shall not accrue to a person granted such leave during the unpaid period of absence.

2. Unless the employee notifies the City Manager at the time of the request for leave without pay that they elect to pay the premiums for continuation of Health, Dental, and other insurance benefits, those benefits will be terminated beginning from the calendar month following the start of the unpaid leave. If that election is made and the leave request is granted, it is the responsibility of the employee to submit payment to the City such that it is received prior to the City processing payment to the insurance carrier. The City will not make a premium payment in anticipation of receipt of the payment from the employee.

3. Retirement benefits shall be adjusted for leave without pay in accordance with the Public Employees' Retirement System (PERS) regulations.

4. An employee returning after leave of absence without pay shall receive the same step in the salary range, they received when they began their leave of absence. Time spent on such leave without pay shall not count toward service for increases within the salary range, and the employee's salary anniversary date shall be set forward by an amount equal to the days of unpaid leave taken by the employee.

E. Failure to Return from Leave. If an employee takes any action during their leave that is inconsistent with an intention to return to employment with the City, such as accepting full-time employment with another employer, the employee will be considered to have voluntarily terminated their employment. Failure of the employee to return to their employment upon the termination of any authorized leave of absence shall constitute an automatic termination from City service of that employee— unless such leave is extended.

SEC. 9.11 UNAUTHORIZED LEAVES OF ABSENCE AND FAILURE TO RETURN FROM LEAVE

A. An employee may be considered to have voluntarily resigned from their employment with the City under any of the following circumstances:

1. Absence from their job for more than five (5) consecutive working days without compliance with applicable notice requirements under these Rules;

2. Any action taken during a leave of absence from the City that is inconsistent with an intention to return to employment with the City, such as accepting full-time employment with another employer;

3. Failure to return to employment following the expiration of an authorized leave of absence—unless the City permits extension of the leave.

B. The City shall provide written notice to employees who are considered to have voluntarily resigned. The notice shall describe the facts on which the voluntary resignation is based and the right to petition the ~~Human Resources~~Administrative Services Director for reconsideration.

C. Any unauthorized absence may be cause for Disciplinary Action.

SEC. 9.12 EXECUTIVE LEAVE

A. Each FLSA-exempt, unrepresented employee who has completed one year of City service shall receive forty (40) hours of executive leave per calendar year, which may be used by the end of the calendar year. During their first year as a City employee, FLSA-exempt, unrepresented employees shall obtain a pro rata amount of executive leave commensurate with the time remaining in the calendar year. Executive leave may be not be carried forward from year to year. There is no cash value to Executive Leave and FLSA-exempt, unrepresented employees shall not receive compensation for any unused Executive Leave hours at the time of separation from City employment.

B. Additionally, at-will executive staff may receive up to another five (5) days Executive Leave annually at the discretion of the City Manager provided on July 1st of each year, and all hours not taken by December 31st of the same year will be lost unless an extension of time is granted by the City Manager.

C. Newly hired employees shall have Executive Leave awarded to them in the following pro-rated manner:

If the employee is hired from:

January – March	40 hours awarded on the date of hire
April – June	30 hours awarded on the date of hire
July – September	20 hours awarded on the date of hire, 40 hours additional at-will
October -- December	10 hours awarded on the date of hire, 20 hours additional at-will

SEC. 9.13 VICTIM LEAVE

Victims of domestic violence and/or sexual assault shall be permitted unpaid leave in accordance with Labor Code sections 230(c) and 230.1. Victims of a violent or serious felony or a felony involving theft or embezzlement shall be permitted unpaid leave in accordance with Labor Code section 230.2.

SEC. 9.14 SCHOOL VISITATION LEAVE

Employees shall be permitted to take unpaid leave (under Section 9.11) or any accrued, but unused vacation hours, for child-related activities, in accordance with Labor Code Sections 230.7 and 230.8. Employees are required to submit written leave request and written approval from Department Head or City Manager, at least three (3) days before the start of the leave.

SEC. 9.15 FITNESS FOR DUTY LEAVE.

A. Purpose/Policy. Employees are expected to report to work fit for duty, which means able to perform their job duties in a safe, appropriate, and effective manner, free from adverse effects of physical, mental, emotional, and/or personal problems. This Rule is intended to provide a safe environment and protect the health and welfare of employees and the public. If an employee feels that they are not fit to perform their duties, the employee must notify thei supervisor immediately.

B. Reasons for Fitness for Duty Leave. A fitness for duty examination may be ordered in any of the following situations:

1. An employee returns from a medical leave of absence of more than seven (7) working days.

2. An employee is involved in the interactive process with the City.

3. Supervisor observes or receives a reliable report of an employee's possible lack of fitness for duty. Observations and reports may be based on, but are not limited to, employee's own self-report of potential unfitness, dexterity, coordination, alertness, speech, vision acuity, concentration, response to criticism, interactions with the public, co-workers, and supervisors.

4. Fitness for duty examinations based on a reasonable suspicion that an employee is under the influence of illegal drugs or alcohol shall be conducted in accordance with the City's Drug-Free Workplace Policy.

C. Procedures for Ordering a Fitness for Duty Examination. When a supervisor becomes aware of or observes behavior that makes ~~him/her~~them reasonably suspect that the employee may not be fit for duty, the supervisor shall refer the employee to the City Manager who will determine whether a fitness for duty examination is necessary and should be scheduled. If the circumstances warrant it, the City Manager may place the employee on a paid or unpaid leave pending the results of the employee's fitness for duty examination. The examination shall be paid for by the City.

D. Procedure Following Receipt of Examination Results. The doctor examining the employee shall be limited to finding the employee "fit for duty" or "unfit for duty." In no case shall the doctor reveal the underlying cause of any unfitness for duty without the employee's permission.

E. Fit for Duty. If the doctor finds the employee is fit for duty, the employee shall return to work immediately and perform all duties of their position.

F. Unfit for Duty. If the employee is found to be unfit for duty, the employee shall not be permitted to work and may utilize accrued paid leave (e.g. sick leave, vacation, etc) while off duty . The employee may request a leave of absence in accordance with the appropriate subsection of this Policy, and, where appropriate, the City shall engage in the interactive process to evaluate the employee's workplace needs or restrictions. The City shall then evaluate those needs or restrictions and determine whether they can be reasonably accommodated.

RULE 10. FAMILY CARE AND MEDICAL LEAVE, PREGNANCY DISABILITY LEAVE, AND MILITARY FAMILY LEAVE POLICY

SEC. 10.1 POLICY

A. The City will provide family and medical care leave for eligible employees as required by state and federal Law. The leaves provided for in this Policy are granted under a variety of state and federal laws. Employees should be aware that leave under one Section of the Policy may also qualify for leave under another Section and will run concurrently. For example, military caregiver leave is provided for under the FMLA, but in certain circumstances, might also qualify for CFRA leave. In situations where similar state and federal leave programs do not both apply (e.g. an eligible employee is entitled to take CFRA leave to care for a registered domestic partner, but FMLA leave does not include registered domestic partners), the City will advise affected employees in writing which of their statutorily-protected leaves are being used and how much of that leave remains.

B. Additional definitions and other provisions governing employees' rights and obligations under the FMLA, CFRA, and PDL that are not specifically set forth below are set forth in the Department of Labor's FMLA regulations (29 C.F.R. § 825.00 *et seq.*) and the California Department of Fair Employment and Housing's CFRA regulations (2 C.C.R. § 11087 *et seq.*) and PDL regulations (2 C.C.R. § 11035 *et seq.*) This Policy is deemed to include and be governed by such statutory and regulatory provisions, including subsequent revisions, except where expressly contradicted by more generous terms of this Policy.

SEC. 10.2 FAMILY CARE AND MEDICAL LEAVE (FMLA/CFRA LEAVE)

A. Eligibility. To be eligible for FMLA/CFRA leave, an employee must have:

1. Been employed by the City for at least twelve (12) months prior to the date on which the FMLA/CFRA leave is to commence, measured as of the date the leave is to start;

2. Have worked at least 1,250 hours over the twelve(12) month period preceding the FMLA/CFRA leave, measured as of the date the leave is to start; and

3. For employees performing covered military service under the federal Uniformed Service Employment and Reemployment Rights Act, periods of absence due to such service shall be counted for purposes of determining whether the employee meets these eligibility requirements.

B. Qualifying Reasons for FMLA/CFRA Leave. Employees meeting the eligibility requirements under Section 10.2 may take FMLA/CFRA leave for any of the following qualifying reasons:

1. The birth of a child of the employee and in order to care for such child.

2. The placement of a child with the employee for adoption or foster care of the child by the employee and in order to care for that child.

3. Providing care for a qualifying family member with serious health condition:

(a) Under FMLA, a spouse, child, or parent with a serious health condition, and

(b) in addition to those persons listed in (a), CFRA-qualifying family members include registered domestic partners, grandparents, grandchildren, and siblings.

4. The employee's own serious health condition.

The FMLA and CFRA also provide for certain military exigency leave and military caregiver leave. The PDL also provides for leave for employees with a serious health condition is on account of her pregnancy, childbirth, or related medical conditions.

C. Child.

1. Under CFRA, leave may be taken by an employee for a "child" who is, regardless of age, a biological child, adopted, or foster child, a stepchild, a legal ward of the employee, a child of a domestic partner, or a person to whom the employee stands in loco parentis.

2. Under FMLA, only biological, adopted, foster, or step children, legal wards, or persons for whom the employee stands in loco parentis) qualify, and only if they are (1) under 18, or (2) are over 18 and incapable of caring for themselves due to a physical or mental disability.

D. In loco parentis.

1. For purposes of this Policy an employee stands in loco parentis by providing day-to-day care or financial support with demonstrated intent of assuming the responsibilities typically held by a parent.

2. Whether an employee stands in loco parentis to a child for purposes of this Policy will be determined by the City on a case-by-case basis, and the City may require reasonable documentation to support an employee's claim of providing either day-to-day care or financial support for the child.

E. Serious Health Condition. A serious health condition is an illness, injury, impairment, or physical or mental condition of the employee or a child, parent, spouse, or registered domestic partner of the employee that makes the employee unable to work or unable to perform one or more of the essential functions of the employee's position, and which involves either inpatient care or continuing treatment or supervision by a health care provider, as follows:

(a) "Inpatient care" means an overnight stay in a hospital, hospice, or residential medical care facility, or any subsequent treatment in connection with such inpatient care, or any resulting period of incapacity. A person is considered to have an "overnight stay" for purposes of this provision if a health care facility formally admits him/her to the facility with the expectation that the employee will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.

(b) "Continuing treatment or supervision by a health care provider" means and includes any one or more of the following:

(a) In-person treatment two or more times, within thirty (30) days of the first day of incapacity, unless extenuating circumstances exist, by a health care provider, by a nurse under direct supervision of a health care provider, or by a provider of health care services (e.g. physical therapist) under orders of, or on referral by, a health care provider, with the first visit being within seven (7) days of the first day of incapacity; or

(b) In-person treatment by a health care provider on at least one (1) occasion, which results in a regimen of continuing treatment under the supervision of the health care provider, with the first visit being within seven (7) days of the first day of incapacity.

(c) Any period of incapacity due to pregnancy, or for prenatal care, whether or not in-person treatment is received during that time, or whether the resulting absence lasts fewer than three (3) days.

(d) Any period of incapacity, or treatment for such incapacity, due to a chronic serious health condition, whether or not in-person treatment is received during that time, or whether the resulting absence lasts fewer than three (3) days. A chronic serious health condition is one which:

(i) Requires periodic visits (defined as at least twice a year) for treatment by a health care provider, or by a nurse under direct supervision of a health care provider;

(ii) Continues over an extended period of time (including recurring episodes of a single underlying condition); and

(iii) May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).

(e) A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

(f) Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, for either:

(i) Restorative surgery after an accident or other injury; or

(ii) A condition that would likely result in a period of incapacity of more than three (3) consecutive, full calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), or kidney disease (dialysis).

(g) "Incapacity" means that a person is unable to work, attend school, or perform regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.

F. Amount of Leave Entitlement. Provided that all applicable conditions of Section 10.2.A are met, an employee may take a maximum of twelve (12) workweeks of FMLA/CFRA leave in a rolling twelve (12) month period measured backwards from the date the employee uses any FMLA/CFRA leave.

1. Employees taking FMLA/CFRA leave for the birth, adoption, or foster care of their child must initiate and complete any FMLA/CFRA leave within one (1) year of the birth of the child or placement of the child with the employee for adoption or foster care.

2. An employee's FMLA/CFRA leave does not need to be consecutive, but can be cumulative within a twelve (12) month period.

3. Industrial injury leaves and all non-industrial injury leaves are FMLA/CFRA leaves if they qualify as serious health conditions.

G. Concurrent Use of Accrued Paid Leaves.

1. Leave taken under this Policy is unpaid.

Employees may elect or may be required to use their accrued leave balances concurrently with FMLA/CFRA leave, as provided below. When an employee elects or is required to use their accrued leave balances, the employee may specify in writing the order in which the employee would prefer to exhaust their leave balances. If the employee fails to designate the order of exhaustion, the City will exhaust the leave balances in the following order: sick leave, compensatory time off, floating holiday, vacation. The paid leave shall run concurrently with the FMLA/CFRA leave, and shall not extend the employee's entitlement to FMLA/CFRA leave beyond twelve (12) workweeks.

2. Sick leave.

Employees are required to run all accumulated sick leave concurrently when FMLA/CFRA leave is taken for the employee's own serious health condition. Employees

may elect to so coordinate their accumulated sick leave when FMLA/CFRA leave is taken for any other reason.

3. Other paid leaves.

Employees are required to coordinate all other accrued paid leaves of absence, including but not limited to, compensatory time off, vacation, and holiday leave, when taking FMLA/CFRA leave for any reason.

4. Coordination with Wage Replacement Plans.

If an employee who is on FMLA/CFRA leave is also receiving a wage replacement payment from State Disability Insurance, Paid Family Leave, Short-Term Disability Programs, Long-Term Disability Programs, and/or Workers' Compensation, the employee and the City may mutually agree to coordinate the employee's accrued paid leaves with the amount received from the wage replacement plan, up to an amount equal to the employee's regular salary.

H. Intermittent or Reduced Schedule Leave.

1. An As-needed Basis.

Intermittent FMLA/CFRA leave is leave taken on an as-needed basis in increments of minutes, hours, or days. A reduced schedule FMLA/CFRA leave involves a reduction in the number of hours per day or per week that an employee regularly works, with the employee substituting FMLA/CFRA time substitute for hours not worked. The minimum FMLA/CFRA leave increment that can be taken by an employee is fifteen (15) minutes.

2. Calculation of Intermittent or Reduced Schedule Leave.

The maximum equivalent number of hours to which an employee is entitled during the twelve (12) week period will be based on the employee's regularly scheduled workweek. For example, an employee who is regularly scheduled to work forty (40) hours per workweek will be entitled to a maximum of 480 hours of FMLA/CFRA leave, whereas, an employee who is regularly scheduled to work thirty-two (32) hours per workweek will be entitled to a maximum of 384 hours of FMLA/CFRA leave. In calculating this amount for employees with a varying schedule, the City will use an average of the employee's workweeks within the twelve (12) month period immediately preceding the intermittent or reduced schedule leave.

3. Impact on Salary.

Where permitted by applicable state and federal wage and hour laws, the City may make deductions from an employee's salary for all hours of leave taken as intermittent leave, unless the employee is entitled or required to coordinate paid leave.

4. Inclusion of Scheduled Overtime.

If an employee normally would be required to work overtime hours, but is unable to do so because of an FMLA/CFRA-qualifying reason that limits the employee's ability to

work overtime, the hours that the employee would have been required to work may be counted against the employee's FMLA/CFRA entitlement, as the employee would be considered to be using intermittent or reduced schedule leave. For example, if an employee is normally required to work fifty (50) hours in a particular workweek, but because of an FMLA/CFRA-qualifying reason, the employee works only forty (40) hours that week, the employee would use ten (10) hours of FMLA/CFRA-protected leave out of the fifty (50) hour workweek.

5. Conditions for Taking Intermittent or Reduced Schedule Leave

(a) FMLA/CFRA leave taken for the employee's own serious health condition, or the serious health condition of the employee's spouse, registered domestic partner, parent, or child, or for military caregiver leave, may be taken intermittently or on a reduced leave schedule when medically necessary (as distinguished from voluntary treatments and procedures).

(b) Military exigency leave may be taken on an intermittent or reduced schedule basis without limitation.

(c) Leave taken following the birth, adoption, or placement or foster care of a child may be taken on an intermittent or reduced schedule basis.

I. Temporary Transfer.

1. Required by the City.

The City may require that the employee temporarily transfer to an available alternative position for which the employee is qualified, and which provides equivalent pay and benefits and that better accommodates recurring leave periods than the employee's regular position.

2. Requested by Employee.

An employee on intermittent or reduced schedule FMLA/CFRA leave for foreseeable and planned medical treatments may request a transfer to an open and available position for which the employee is qualified, if the duties of that position would better accommodate the employee's intermittent or reduced schedule FMLA/CFRA leave. Transfers will not be considered under this Section when the intermittent or reduced schedule FMLA/CFRA leave is unscheduled, such as in the case of chronic conditions.

J. Leave Taken for Baby Bonding. The basic minimum duration of a leave taken for the birth, adoption, or foster care of a child shall be two (2) weeks. However, the City will also grant two (2) requests for shorter leave periods in the applicable one (1) year period.

K. Employee Notice. Employees requesting leave under the FMLA/CFRA must notify their supervisor in accordance with the rules set forth below.

Employees must provide the supervisor with sufficient information to make the City aware that the employee needs FMLA/CFRA leave, and the anticipated timing and duration of that leave. Supervisors must forward any such requests to ~~the~~ Human Resources ~~Department~~ for review and approval.

1. Foreseeable Events.

An employee must provide the City with at least thirty (30) days advance notice before the date the leave is to begin, or must provide notice as soon as is practicable, normally the same business day or next business day if the employee is off work when the employee learns of the need for leave. If the employee provides less than thirty (30) days advance notice, the City may require explanation of why thirty (30) days advance notice was not practicable.

(a) In any case in which the need for FMLA/CFRA leave is foreseeable based on one of the circumstances listed below in sub-section b., the employee shall make a reasonable effort to schedule any planned medical treatment or supervision so as not to unduly disrupt the operations of the City. However, any such scheduling shall be subject to the approval of the health care provider of the employer or the employee's child, parent, spouse, or registered domestic partner (CFRA only).

(b) The need for leave is considered “foreseeable” when it is taken for any of the following reasons:

(a) Planned medical treatment for a serious health condition of the employee.

(b) Planned medical treatment for a serious health condition of a family member.

(c) An expected birth, placement for adoption, or foster care.

(c) If an employee fails to provide the requisite thirty (30) day advance notice for foreseeable events without any reasonable excuse for the delay, the City reserves the right to delay the taking of the leave by up to thirty (30) days after the date the employee provides notice of the need for FMLA/CFRA leave.

2. Unforeseeable Events.

If an employee requires FMLA/CFRA leave for an unforeseeable event, the employee is required to provide notice to the City as soon as is practicable.

3. Notice of Intermittent/Reduced Schedule Leave.

The notice requirements for foreseeable intermittent or reduced schedule leaves shall be the same as for other foreseeable leaves, and the notice requirements for unforeseeable intermittent or reduced schedule leave shall be the same as for other unforeseeable leaves.

4. Contents of Notice.

All requests for FMLA/CFRA leave should include the anticipated date(s) and duration of the leave and be sufficient to make the City aware that the employee needs leave under the FMLA/CFRA. The employee must state the reason the leave is needed. When the employee provides notice, it may not contain sufficient information for the City to determine whether the employee's leave could be for an FMLA/CFRA-qualifying purpose. In such cases, the City may follow up with the employee for additional information, and the employee is required to respond to the same. However, the employee shall not be required to provide the City with a diagnosis.

5. Changes to Dates of Leave.

The employee must advise the City as soon as practicable when the employee learns that the dates of the FMLA/CFRA leave may change.

6. Requests for Extension.

Any requests for extensions of an FMLA/CFRA leave must be received at least five (5) working days before the date on which the employee was originally scheduled to return to work, where practicable, and must include the revised anticipated date(s) and duration of the FMLA/CFRA leave. If the employee has exhausted their leave entitlement, the City will evaluate on a case-by-case basis whether additional leave may be available as a reasonable accommodation for the employee's own serious health condition.

L. City Response to a Request for FMLA/CFRA Leave or Request for Extension - Eligibility Notice.

Within five (5) working days of an employee's request to take FMLA/CFRA leave, the City shall provide the employee with a written Eligibility Notice. The Eligibility Notice is not a designation of the employee being on FMLA/CFRA Leave. The Eligibility Notice shall include the following information:

1. Whether the employee is eligible to take FMLA/CFRA leave. If the employee is ineligible for FMLA/CFRA leave, the notice will include the reason(s) why the employee is ineligible.

2. Whether the employee has exhausted their twelve (12) week FMLA/CFRA entitlement.

3. Whether additional information, such as a medical certification, is required from the employee in order to process the employee's request for FMLA/CFRA leave or request for extension.

4. The employee's rights and responsibilities under the FMLA/CFRA will include a statement of whether the employee is required to provide a medical certification or recertification. A statement requiring a medical certification will also advise the employee of the anticipated consequences of their failure to provide adequate notice.

5. If the employee has requested an extension of leave for their own serious health condition but has exhausted their leave entitlement, the City will advise whether additional leave will be granted as a reasonable accommodation.

M. Medical Certification and Recertification.

Any request for FMLA/CFRA leave for an employee's own serious health care condition or for FMLA/CFRA leave to care for a family member with a serious health condition must be supported by medical certification from the treating health care provider. Employees are encouraged to use the City's medical certification form to ensure that all pertinent information is obtained. Any request for an extension of FMLA/CFRA leave also must be supported by a medical certification from the treating health care provider. Again, employees are encouraged to use the City's medical certification to ensure that all pertinent information is obtained.

1. Timing of Request for Medical Certification.

The City will request medical certification:

(a) Within five (5) business days after an employee requests foreseeable leave;

(b) Within five (5) business days after an employee provides notice of an unforeseeable leave, or within five (5) business days after an unforeseeable leave commences, whichever is later;

(c) On a later date — if the City has a reason to question the appropriateness or duration of an employee's leave (FMLA only).

2. Timing for Employee's Return of the Medical Certification.

All medical certifications and re-certifications must be returned to the City within fifteen (15) days from the City request, regardless of whether the leave is foreseeable or unforeseeable. Exceptions to this may be granted when it is not practicable to provide the certification or recertification within fifteen (15) days, despite the employee's diligent, good faith efforts to do so.

3. Certification for Serious Health Condition of Spouse, Registered Domestic Partner, Parent, or Child.

The employee must have the patient's treating health care physician complete a medical certification form when requesting family leave to care for a family member with

a serious health condition. Employees are encouraged to use the City's medical certification form to ensure that all pertinent information is obtained.

(a) Medical Recertification. If the employee requests additional leave beyond the time period which the health care provider originally estimated that the employee needed to take care of the employee's child, parent, spouse, or registered domestic partner, the City may request a recertification from the employee.

4. Certification for the Employee's Own Serious Health Condition.

(a) First Opinion. The employee must have their health care physician complete a medical certification form when requesting FMLA/CFRA leave for their own serious health condition. Employees are encouraged to use the City's medical certification form to ensure that all pertinent information is obtained.

(b) Second and Third Opinions. If the City has reason to doubt the validity of the certification provided by the employee, the City may require the employee to obtain a second opinion from a doctor of the City's choosing at the City's expense. If the employee's health care provider and the doctor providing the second opinion do not agree, the City may require a third opinion, also at the City's expense, performed by a mutually agreeable doctor who will make a final determination that shall be binding on both the City and the employee.

(c) Medical Recertification. The City may request recertification of a medical condition upon the expiration of the time period which the health care provider originally estimated, if additional FMLA/CFRA leave is requested.

5. Certification for an Employee's Return to Work.

(a) Returning from a Continuous Leave. As a condition of restoration to their former position, an employee taking continuous leave under the FMLA/CFRA is required to provide the City with certification from their health care provider stating that the employee is able to resume their essential work functions. An employee who fails to provide the certification may have their reinstatement delayed.

(b) Returning from an Intermittent or Reduced Schedule Leave. If the employee is on intermittent or reduced schedule leave, the City may require a fitness for duty certification at fixed intervals not exceeding every thirty (30) days if there are reasonable safety concerns. "Reasonable safety concerns" means a reasonable belief of significant risk of harm to the employee or others.

(c) Contents of Certification. The City will provide the employee with a form and a copy of the employee's job description for their ~~their~~ health care provider to review in completing the fitness for duty certification, and employees are encouraged to use the City's form to ensure that all pertinent information is obtained. The employee must provide a complete and sufficient fitness for duty certification. If the employee's health care provider releases the employee back to work with restrictions, the City will engage in the interactive process to determine what reasonable accommodation, if any, will permit the employee to return to work in accordance with the ADA and the FEHA.

6. Employee's Failure to Provide a Medical Certification or Recertification. If the employee fails to timely provide a complete and sufficient medical certification when requested, the request for FMLA/CFRA leave may be denied or delayed until a sufficient certification is provided. Employees will be advised of these consequences in connection with any request by the City for medical certification or recertification.

N. City's Designation of Leave. Absent extenuating circumstances, within five (5) working days after the City has acquired enough information to determine whether the employee's request qualifies for FMLA/CFRA leave, the City will provide the employee with a written Designation Notice.

1. Designating Leave as FMLA/CFRA-Qualifying. If the leave is designated as being FMLA/CFRA-qualifying, the Designation Notice will contain, but is not limited to, the following information:

(a) A statement that the leave is being designated as FMLA and/or CFRA leave;

(b) The amount of leave being counted as FMLA and/or CFRA leave, if known;

(c) Whether accrued paid leave will be used during the leave, and that any paid leave used will count as FMLA/CFRA leave;

(d) Whether a medical certification will be required to release the employee to return to work; and

(e) Whether a job description or description of essential duties is attached to the Designation Notice for the health care provider to use in completing the medical certification to release the employee to return to work.

2. Unable to Designate. If the City is unable to determine whether the leave requested is FMLA/CFRA-qualifying because more information is needed, the employee will be informed that the

medical certification is incomplete or insufficient, and the City will provide a list of deficiencies and explain the employee's opportunity to cure said deficiencies; or a second or third medical opinion is being required.

3. Not Designating Leave as FMLA/CFRA-Qualifying. If the City has determined that the employee's leave does not qualify as FMLA/CFRA leave, the City will notify the employee in writing that their leave is not being designated as FMLA/CFRA leave, and the reason for the denial.

O. Employment Benefits and Protection.

1. Previously Accrued Benefits and Seniority Status.

(a) Leave under the FMLA/CFRA will not result in the loss of any employment benefits accrued before the date the leave commenced.

(b) Leave under the CFRA will not constitute a break in service or otherwise cause the employee to lose longevity or seniority, even if other paid or unpaid leave constitutes a break in service for purposes of establishing longevity or seniority, layoff, recall, promotion, job assignment, or seniority-related benefits.

2. No Accrual of Leave or Seniority during Unpaid FMLA/CFRA Leave.

(a) An employee on unpaid FMLA/CFRA leave shall not accrue any additional paid leave time. Thus, employees will not accrue vacation leave, sick leave, administrative leave, nor will they be paid for holidays during the unpaid leave.

(b) The time off on unpaid FMLA/CFRA leave shall not count as time worked for purposes of establishing additional seniority for purposes of layoff, recall, promotion, job assignment, and other seniority-related benefits. However, during the time that an employee supplements their unpaid FMLA/CFRA leave with paid leave, the employee will continue to accrue leaves and benefits in accordance with the provisions of the City's policy governing those leaves of absence (i.e., when coordinating with sick leave, the rules governing sick leave will apply with regard to the employee's benefits).

3. Maintenance of Health Insurance of the Employee.

(a) Employees will continue to receive the same medical benefits while on FMLA/CFRA leave for up to twelve (12) workweeks in a twelve (12) month period. The City shall be responsible for the continued payment of the City's share of the

cost of the employee's health benefits during that twelve (12) workweek period. Benefits for absences beyond the allotted period will be handled in the same manner as benefits for employees on any other type of unpaid leave of absence.

(b) An employee who notifies the City that they do not intend to return to work from the FMLA/CFRA leave is not entitled to medical benefits provided by the City as if the employee were on a FMLA/CFRA leave and instead is entitled to the benefits provided to employees who are on an unpaid leave of absence for any other reason.

4. Maintenance of Benefits Requiring Employee Contributions.

(a) During any period of unpaid leave, unless otherwise prohibited by applicable law, an employee may elect to discontinue health insurance coverage for the employee, a spouse, registered domestic partner, and/or any dependent(s) as well as any other benefits offered or sponsored by the City to which the employee is required to make monthly contributions. Employees must notify the City in writing of such an election.

(b) An employee will continue to be responsible for making the payment of monthly contributions for which the City has not received advanced notice of election to discontinue. If any premium amounts are increased or decreased for other employees similarly situated, the employee will be required to pay the new premium rates.

(c) All monthly contributions are due and payable to the City at the same time as they would be if made through payroll deduction.

(d) If any monthly contributions are not received within thirty (30) days of their due date, the City has the option to either discontinue said benefit(s) or continue said benefit(s) by making the monthly contributions on the employee's behalf.

(e) Upon the employee's return to work, the City is entitled to seek reimbursement from ~~him/her~~the employee for the employee's share of any monthly contributions made on their behalf.

(f) Employees included in a pension or retirement plan may continue to make contributions in accordance with the terms of the plan during the period of leave. However, the City shall not be required to make plan payments for employees during the leave period which is unpaid, and the unpaid leave period shall not be counted for purposes of time accrued under the plan.

(g) If the City provides a new health plan or benefits or changes health plans or benefits while an employee is on FMLA/CFRA leave, the City will give written notice to the employee to advise that the employee is subject to the new or changed plan/benefits in the same manner, and to the same extent, as if the employee were not on leave.

5. Failure to Return from Leave. The City may recover the entire premium it paid for maintaining health insurance benefits for an employee during any period of unpaid leave if the employee fails to return to work promptly upon the expiration of a leave for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to leave or other circumstances beyond their control.

P. Reinstatement.

1. Restoration to Position.

When an employee returns from a leave under the FMLA/CFRA, the employee will be restored to the position held when the leave began, or to a comparable position, with equivalent (i.e. virtually identical) employment benefits, pay, and other conditions of employment.

The duties of the position must be capable of being performed in the same or similar geographic location, and involve the same or substantially similar duties as the position held when leave began, with responsibilities that entail substantially equivalent skill, effort, responsibility, and authority.

2. Denial of Restoration Rights.

The City may refuse to reinstate an employee to their pre-leave position at the conclusion of an FMLA/CFRA leave if the employee's position and any comparable position have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA/CFRA leave. In this case, the City shall reasonably accommodate the employee through alternative means that will not cause undue hardship to the City's operation. The City may offer an employee any other position that is available and suitable. The City is not required to create new employment that would not otherwise be created, discharge or transfer another employee, or promote another employee who is not qualified to perform the job.

3. Opportunity to Fulfill Missed Requirements.

If an employee is unable to attend a necessary course, renew a license, or is otherwise adversely affected in terms of fulfilling minimum requirements or qualifications for the position as a result of the FMLA/CFRA leave the employee will be given a reasonable opportunity to fulfill those requirements or qualifications upon returning to work from FMLA/CFRA leave.

SEC. 10.3 PREGNANCY DISABILITY LEAVE OR TRANSFER.

A. Eligibility And Duration.

1. ~~1.~~ Eligibility.

(a) Any employee who is disabled on account of pregnancy, childbirth, or related medical conditions may take a pregnancy-related disability leave, regardless of the number of hours worked or ~~her~~ their length of employment with the City. However, unless an employee has met the eligibility requirements under this Policy, ~~she~~ they shall not be subject to the additional terms and conditions that apply to an employee who is eligible for FMLA leave.

(b) An employee's pregnancy-related disability is not considered a serious health condition under the CFRA and is not counted against an employee's CFRA leave eligibility.

2. Amount of Leave Entitlement.

An eligible employee may take a pregnancy-related disability leave for the period of disability, up to four (4) months (an equivalent of 17 1/3 weeks). The pregnancy disability leave shall run concurrently with any family care or medical leave to which the employee may be entitled under the FMLA. An employee is entitled to take off the number of days or hours that the employee would normally work during 17 1/3 weeks of employment. For example, an employee, who regularly works forty (40) hours per week is entitled to take 693 hours of leave, and an employee who regularly works twenty (20) hours per week, would be entitled to 346.5 hours of leave.

3. Temporary Transfer.

Any employee affected by conditions related to pregnancy, childbirth, or related medical conditions is entitled to transfer temporarily to a less strenuous or hazardous position or to less strenuous or hazardous duties upon the certification of the employee's health care provider that the transfer is medically advisable— if the transfer can be reasonably accommodated.

4. Reasonable Accommodation.

The City will provide reasonable accommodation to an employee who is affected by pregnancy, childbirth, or related medical conditions as required by law.

B. Use of Accrued Leave.

An employee taking pregnancy-related disability leave must coordinate any available sick leave with ~~her~~ their pregnancy-related disability leave. An employee taking pregnancy-related disability leave may, at ~~her~~ their option, coordinate any other accumulated paid leaves, including, but not limited to, vacation time, holiday pay, compensatory time off, or administrative leave with her pregnancy-related disability leave. The paid leave shall run concurrently with the pregnancy-related disability leave,

and shall not extend the employee's entitlement to pregnancy-related disability leave beyond the amount specified in Section 10.3 of this Policy.

1. Coordination with Wage Replacement Plans.

(a) This provision only applies when the employee's pregnancy-related disability leave is also designated as a serious health condition under the FMLA. Pursuant to the provisions of the FMLA, if an employee is receiving a wage replacement payment from State Disability Insurance, Short-Term Disability, and/or Long-Term Disability, the employee and the City may mutually agree to coordinate the employee's accrued paid leaves with the amount received from the wage replacement plan, up to an amount equal to the employee's regular salary.

(b) If the employee is still receiving SDI benefits when her twelve (12) workweeks of leave under the FMLA expire, the City will require that she begin coordinating any additional accrued sick leave with the wage replacement benefits. The employee may also elect to coordinate all other accrued paid leaves with the wage replacement benefits.

C. Notice.

An employee should notify her supervisor of ~~her~~ their need for pregnancy-related disability leave or transfer as soon as ~~she~~ they is aware of the need for such leave.

1. Foreseeable Events. Where the need for pregnancy-related disability leave or transfer is foreseeable, the employee must provide at least thirty (30) days' advance notice to the City of the need for pregnancy-related disability leave or transfer. If the leave or transfer is required in connection with any planned, non-emergency medical treatment or supervision, the employee shall consult with the City and make a reasonable effort to schedule any such planned medical treatment or supervision to minimize disruption to the City's operations, subject to the approval of the health care provider of the employee.

2. Unforeseeable Events. For non-emergency events that are not foreseeable thirty (30) days in advance, or when thirty (30) days' advance notice is not practicable, the employee must notify the City as soon as practicable under the circumstances, ordinarily within two (2) working days after the employee learns of the need for leave.

3. Notice of Intermittent Leave. In the event that an employee requires intermittent pregnancy-related disability leave, ~~she~~ they shall notify the City of the anticipated dates for the absences as much in advance as possible.

4. Failure to Provide Notice. If the employee fails to provide the requisite thirty (30) day advance notice for foreseeable events without any reasonable excuse for the delay, the City reserves the right to delay the employee's right to take the FMLA/CFRA leave for up to thirty (30) days after the date the employee provides notice of the need for pregnancy-related disability leave or transfer.

D. Contents of Notice or Request for Extension.

1. All requests for pregnancy-related disability leave or transfer should include the anticipated timing and duration of the leave or transfer and be sufficient to make the City aware that the employee requires a pregnancy-related disability leave or transfer. Any requests for extensions of a pregnancy-related disability leave or transfer must be received at least five (5) working days before the date on which the employee was originally scheduled to return to work, where practicable, and must include the revised anticipated date(s) and duration of the pregnancy-related disability leave or transfer.

2. If the employee has exhausted ~~her~~ their leave entitlement under Section 10.3, the City will evaluate on a case-by-case basis whether additional leave may be available as a reasonable accommodation; however, any such additional leave shall not be subject to the provisions of this Section.

E. Intermittent or Reduced Schedule Leave. Pregnancy-related disability leave can be taken on an intermittent or on a reduced schedule basis when medically advisable, as determined by the employee's health care provider. The minimum pregnancy-related disability leave increment that can be taken by an employee is fifteen (15) minutes. If pregnancy-related disability is taken on an intermittent or reduced schedule basis and it is foreseeable based on planned medical treatment because of pregnancy, the City retains the discretion to temporarily transfer the employee to an alternative position, for which the employee is qualified, with equivalent pay and benefits, which better accommodates the employee's leave schedule, but need not have equivalent duties.

F. City Response to a Request for Pregnancy-Related Disability Leave or Transfer or Request for Extension.

Within five (5) working days of an employee's request for pregnancy-related disability leave or transfer, the City shall provide the employee with a written Eligibility Notice, which shall conform to the provisions of Section 10.2. The Eligibility Notice shall also inform the employee of ~~her~~ their additional rights under the California PDL. If the employee has exhausted ~~her~~ their leave entitlement under Section 10.3, the City will advise whether additional leave will be granted as a reasonable accommodation; however, any such additional leave shall not be subject to the provisions of this Section.

G. Timing of Certification.

Any request for pregnancy-related disability leave or transfer must be supported by a medical certification from a health care provider.

1. For foreseeable pregnancy-related disability leaves or transfers, employees must provide the required medical certification before the leave/transfer begins. When this is not possible, employees must provide the required certification within 15 days, unless it is not practicable under the circumstances to do so. Failure to provide the required medical certification may result in the denial or delay of foreseeable pregnancy-related disability leaves or transfers until such certification is provided.

2. In the case of unforeseeable leaves, failure to provide the required medical certification within fifteen (15) days of being requested to do so may result in a denial of the employee's continued leave until certification is eventually provided. Any request for an extension of the leave/transfer must also be supported by an updated certification.

H. Contents of the Certification for Pregnancy-Related Leave. Employees are encouraged to use the City's medical certification when requesting pregnancy-related disability leave to ensure that all pertinent information is obtained. The following information must be included: (1) date the employee became or will become disabled due to pregnancy; (2) the probable duration of the period or periods of disability; and (3) an explanatory statement that, due to the disability, the employee is unable to work at all or is unable to perform any one or more of the essential functions of her position without undue risk to ~~herself~~themself, to the successful completion of her pregnancy, or to other persons.

I. Contents of the Certification for Pregnancy-Related Transfers. Employees are encouraged to use the City's medical certification when requesting pregnancy-related disability transfer to ensure that all pertinent information is obtained. The medical certification for pregnancy-related transfer shall include: (1) date the employee became or will become disabled due to pregnancy; (2) the probable duration of the period or periods of disability; and (3) an explanatory statement that, due to the disability, the transfer is medically advisable.

J. No Second/Third Opinions Allowed. There will not be a second or third opinion regarding pregnancy-related disability leave or transfer.

K. Return to Work Certification. As a condition of restoration to ~~her~~ their former position, an employee taking leave under the FMLA/PDL is required to provide the City with certification from ~~her~~ their health care provider stating that ~~she is~~they are able to resume ~~her~~ their original job duties.

L. City's Designation of Leave. Once an employee requests pregnancy-related disability leave or transfer, the ~~Human Resources~~Administrative Services Director shall notify the employee in writing whether the requested leave or transfer is approved and qualifies as pregnancy-related disability leave or transfer. This designation shall comply with the provisions of Section 10.3, and shall also inform the employee of any additional rights and obligations under the California Pregnancy Disability Leave Law.

M. Employment and Benefits Protection. The provisions in this Policy regarding employment and benefits protection in connection with FMLA/CFRA leave also apply to all pregnancy-related disability leaves, except that where the City's policy permits employees on paid leave and/or unpaid leave to accrue seniority, employees on paid and/or unpaid pregnancy-related disability leaves shall also accrue seniority.

N. Reinstatement. Upon the completion of the employee's pregnancy-related disability leave or transfer period, and upon submission of the return to work notice, the employee shall be returned to the same position ~~she~~ they previously held, or to a comparable position as permitted by law. However, for pregnancy-related disabilities, there is no reinstatement exception for key employees.

SEC. 10.4 MILITARY FMLA LEAVE.

The City provides for two (2) types of military family leave under FMLA and CFRA: military exigency leave, which is addressed in Section 10.4 A. and military caregiver leave, which is addressed in Section 10.4 B.

A. Military Exigency Leave.

1. Overview.

The City permits employees who have a covered military family member in the Armed Forces (including the National Guard or Reserves) to take up to twelve (12) workweeks of FMLA leave due to a qualifying exigency resulting from the covered military family member's active military duty (or call to active duty status) in support of a contingency operation. Leave granted under this Section shall count against the FMLA and CFRA leave granted.

2. Definitions.

(a) Armed Forces. The Army, Navy, Air Force, Marine Corps, or Coast Guard, including the National Guard and Reserves.

(b) Covered Active Duty or Call to Active Duty Status. One of the following:

(a) For a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; or

(b) For a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a federal call or order to active duty in support of a contingency operation under a provision of law referred to in section 10.1(a)(13)(B) of Title 10, United States Code.

(c) Covered Military Family Member.

(a) An employee's spouse, registered domestic partner, son, daughter, or parent who is a member of the Armed Forces and is on Covered Active Duty or Call to Active Duty Status.

(b) For purposes of this definition only, "son" or "daughter" means the employee's biological, adopted, foster child, stepchild, legal ward, or a child for whom the employee stood in loco parentis, within the meaning of Section 10.2.D of this Policy, regardless of age.

(d) Covered Military Family Member's Child.

The biological, adopted, foster child, stepchild, legal ward, or child for whom the Military Family Member stands in loco parentis, within the meaning of Section 10.2.D of this Policy, who is either under the age of 18 or who is aged 18 or older but incapable of self-care because of a physical or mental disability at the time leave under this Section 10.4 is to commence.

(e) Covered Military Family Member's Parent.

The biological, adoptive, step, or foster father or mother, or an individual who stood in loco parentis, within the meaning of Section 10.2.D of this Policy, to a Covered Military Family Member who was under 18 years of age.

3. Qualifying Reasons for Military Exigency Leave.

Military exigency leave under CFRA can be taken for a qualifying exigency related to the covered active duty or call to covered active duty of an employee's spouse, domestic partner, child, or parent in the Armed Forces of the United States, as specified in Section 3302.2 of the California Unemployment Insurance Code. Similarly, military exigency leave under FMLA can be taken for the following non-medical, non-routine activities only:

(a) Short-Notice Deployment Activities. If a Covered Military Family Member receives seven (7) or less calendar days' notice prior to the date of deployment, an employee may take FMLA leave to address any issue arising from an impending call or order to active duty in support of a contingency operation. The employee may take FMLA leave for up to seven (7) days beginning on the date the Covered Military Family Member receives the notice of impending call or order to active duty.

(b) Military Events and Related Activities. An employee may take FMLA leave to attend any official ceremony, program, or event sponsored by the military that is related to the active duty or call to active duty status of the Covered Military Family Member. An employee may also take FMLA leave to attend family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or American Red Cross that are related to the active duty or call to active duty status of a Covered Military Family Member.

(c) Childcare and School Activities. An employee may take FMLA leave for the following reasons, if the reason is necessitated by the Covered Military Family Member's active duty or call to active duty status, or circumstances arising from it:

(a) To make alternative childcare arrangements of a Covered Military Family Member's Child;

(b) To provide childcare for a Covered Military Family Member's Child on an urgent, immediate need basis, but not on a regular, routine, or everyday basis;

(c) To enroll in or transfer a Covered Military Family Member's Child in a new school or day care facility; and/or

(d) To attend meetings with staff at a school or day care facility, such as regarding disciplinary measures, parent-teacher conferences, or meetings with school counselors, for a Covered Military Family Member's Child.

(d) Financial and Legal Arrangements. An employee may take FMLA leave in order to make or update financial or legal arrangements to address the Covered Military Family Member's absence while on active duty or call to active duty status; and/or to act as the Covered Military Family Member's representative before a federal, state, or local agency for purposes of obtaining, arranging, or appealing military service benefits while the Covered Military Family Member is on active duty or call to active duty status

(up to a period of ninety (90) days following the termination of the Covered Military Family Member's active duty status).

(e) Counseling Activities. An employee may take FMLA leave to attend counseling, provided that:

(a) The need for counseling arises from the Covered Military Family Member's active duty or call to active duty;

(b) Such counseling is provided by someone other than a health care provider; and

(c) The counseling is for the employee, the Covered Military Family Member, and/or the Covered Military Family Member's Child. (Note that if medical counseling is needed due to a serious health condition, the employee may be able to take FMLA/CFRA leave under Section 10.2 instead.)

(f) Rest and Recuperation Activities. If a military member is granted short-term, temporary, rest and recuperation leave during the period of deployment, an employee may take FMLA leave to spend time with the military member. An employee may take FMLA leave for this purpose for up to fifteen (15) working days for each instance of rest and recuperation, beginning on the date the Covered Military Family Member commences each instance of rest and recuperation leave.

(g) Post-Deployment Activities. An employee may take FMLA leave to attend arrival ceremonies, reintegration briefings, events, and any other official ceremony or program sponsored by the military for a period of ninety (90) days following termination of the Covered Military Family Member's active duty status. An employee may also take FMLA leave to address issues that arise from the death of a Covered Military Family Member while on active duty status, such as meeting and recovering the body of the Covered Military Family Member.

(h) Parental Care.

An employee may take FMLA leave for care of a Covered Military Family Member's Parent who is incapable of self-care.

"Incapable of self-care" means that the individual requires active assistance to provide daily self-care in three (3) or more of the following activities: caring appropriately for one's grooming and hygiene, bathing, dressing, eating, cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using telephones and directories, using a post office, or other activities or instrumental activities of daily living.

An employee may take parental care leave for the following purposes when the need arises from the covered active duty or call to active duty of the Covered Military Family Member:

(a) To arrange for alternative care of the Covered Military Family Member's Parent from the existing care arrangement;

(b) To provide care for the Covered Military Family Member's Parent on an urgent, immediate need basis (as opposed to a routine, regular, or everyday basis);

(c) To admit to or transfer to a care facility the Covered Military Family Member's Parent; or

(d) To attend meetings with staff at a care facility, such as meetings with hospice or social service workers, which are not regular or routine.

(i) Additional Activities.

An employee may take FMLA leave for another form of exigency, provided that:

(a) The reason for the leave arises out of the Covered Military Family Member's active duty or call to active duty;

(b) The City and the employee mutually agree that such leave shall be considered taken for a qualifying exigency; and

(c) The City and employee mutually agree on the timing and duration of the leave.

4. Employee Notice of Need for Military Exigency Leave

(a) Timing of Notice.

Employees are required to give notice of the need for military exigency leave as soon as practicable under the circumstances.

(b) Content of Notice.

Employees are required to provide the City with sufficient information, depending on the situation, to notify the City as to the anticipated timing and duration of the leave, that a Covered Military Family Member is on active duty or call to active duty status, and that one of the qualifying exigencies in Section 10.4 is present.

(c) Updates from Employee.

The employee is required to advise the City as soon as is practicable when the dates of leave or other circumstances change.

5. City Response to Notice of Need for Military Exigency Leave.

The City will request any additional, necessary information needed to process the employee's request and will also follow the procedures set forth in responding to an employee's notice that they have a need for military exigency leave.

6. Certification of Need for Military Exigency Leave.

The City will request certification of the employee's need for military exigency leave when it provides notice under Sections 10.2 and/or 10.4, and will provide the employee with a form to complete or an explanation of the information needed. Employees requesting military exigency leave for the first time for a particular active duty or call to active duty are also required to provide the City with a copy of the military member's active duty orders.

(a) Required Information for Certification.

(a) A signed statement or description by the employee of the facts supporting the request for leave for one (1) or more of the reasons set forth in this Section and any available supporting written documentation, including, but not limited to, meeting announcements, appointment confirmations, or a copy of a bill for services.

(b) The approximate date on which the reason for the leave commenced, or will commence.

(c) The applicable timeframe.

(i) If, for a single, continuous period of time, the beginning and end dates for the employee's absence from work;

(ii) If, on an intermittent or reduced schedule basis, the estimated frequency and duration of the employee's absences.

(d) For leave involving a meeting with a third party, appropriate contact information for the individual or entity, such as name, title, organization, address, telephone number, fax number, and email address, as well as a brief description of the purpose of the meeting.

(e) For leave involving rest and recuperation activities, a copy of the Covered Military Family Member's Rest

and Recuperation orders, or other documentation issued by the military indicating that the Covered Military Family Member has been granted Rest and Recuperation leave and identifying the dates of that Rest and Recuperation leave.

(b) Timing of City's Notice of Required Certification. The City will request the certification under the timeframes set forth in Sections 10.2 and 10.4.

(c) Insufficient or Incomplete Certification. Employees are required to provide a complete and sufficient certification. If an employee provides an incomplete or insufficient certification, the City will give the employee written notice of the deficiencies and seven (7) calendar days to cure the deficiencies, unless seven (7) days is not practicable, despite the employee's diligent, good faith efforts. The employee's leave may be denied if the employee fails to provide timely a required certification.

(d) Verification of Certification. The City may verify the employee's certification by contacting the appropriate Department of Defense unit to verify the military member is on active duty or call to active duty status. If the exigency involves meeting with a third party, the City may contact the entity or individual with whom the employee is meeting to verify the meeting or appointment schedule and the nature of the meeting. The City will not request additional information. No permission from the employee is required for such verification.

B. Military Caregiver Leave.

1. Overview.

An employee who is the spouse, registered domestic partner, son, daughter, parent, or next of kin of a Covered Service member in the Regular Armed Forces, National Guard, or Reserves who has incurred a serious injury or illness in the line of duty while on active duty may take up to twenty-six (26) workweeks in a single twelve (12) month period per covered service member and per injury/illness of the service member. Leave granted under this Section shall run concurrently with the FMLA and CFRA leave granted under Section 10.2 (unless the employee is caring for their "next of kin" who is not covered by the CFRA). Leave granted under this Section shall be included in computing the employee's twelve (12) weeks of leave granted under the FMLA, so that an employee may not, under any circumstances, exceed twenty-six (26) total weeks of FMLA leave in a rolling twelve (12) month period.

2. Definitions.

(a) Armed Forces.

The Army, Navy, Air Force, Marine Corps, or Coast Guard, including the National Guard and Reserves.

(b) Authorized Health Care Provider.

For purposes of completing the certification, any one of the following may meet the requirement:

(a) United States Department of Defense ("DOD") health care provider;

(b) A United States Department of Veterans Affairs ("VA") health care provider;

(c) A DOD TRICARE network authorized private health care provider;

(d) A DOD non-network TRICARE authorized private health care provider; or

(e) Any health care provider permitted to provide medical certification under Section 10.2 of this Policy.

(c) Covered Service Member.

(a) A current member of the Armed Forces who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a Serious Injury or Illness; or

(b) A veteran who is undergoing medical treatment, recuperation, or therapy for a Serious Injury or Illness and who was a member of the Armed Forces, at any time during the period of five (5) years preceding the date on which the employee commences FMLA leave to care for the veteran. If the veteran was discharged or released under conditions other than dishonorable, prior to March 8. 2013, the period from October 28, 2009 through March 8, 2013 shall not be counted in determining whether the veteran's last day of service falls within the five-year period.

(d) Next of Kin. The nearest blood relative of a Covered Service member (other than their spouse, registered domestic partner, parent, son, or daughter), in the following priority order:

(a) A blood relative designated in writing by the service member as their nearest blood relative for purposes of military caregiver leave under the FMLA, who, if so

designated, shall be the only next of kin for purposes of this Policy;

(b) Blood relatives who have been granted legal custody of the service member by court decree or statutory provisions;;

(c) Brothers or sisters;

(d) Grandparents;

(e) Aunts or uncles; and

(f) First cousins.

If no blood relative has been designated, all blood relatives at the next applicable level of priority shall be considered "next of kin" who may take FMLA leave to provide care for the Covered Service member, either simultaneously or not.

(e) Outpatient Status. The status of a Covered Service member who is assigned to a military medical treatment facility as an outpatient, or a unit established for the purpose of providing command and control of members of the military receiving medical care as outpatients.

(f) Parent of a Covered Service member. A Covered Service member's biological, adoptive, step or foster father or mother, or an individual who stood in loco parentis to a Covered Service member.

(g) Son or Daughter of a Covered Service member. A Covered Service member's biological, adopted, foster child, step child, legal ward, or child for whom the Covered Service member stood in loco parentis, within the meaning of Section 10.2.D of this Policy, except that this definition shall apply regardless of the child's age.

(h) Serious Injury or Illness.

(a) For a current member of the Armed Forces. An injury or illness incurred by a Covered Service member in the line of duty on active duty (or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty or active duty), and that may render the service member medically unfit to perform the duties of their office, grade, rank, or rating.

(b) For a veteran who is a Covered Service member.

An injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or

existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty) and that manifested itself before or after the member became a veteran; and is one of the following:

(i) A continuation of a Serious Injury or Illness that was incurred or aggravated when the veteran was a member of the Armed Forces and rendered him/her unable to perform the duties of their office, grade, rank, or rating; or

(ii) A physical or mental condition for which the veteran has received a U.S. Department of Veteran Affairs Service-Related Disability Rating (VASRD) of fifty (50) percent or greater, and the VASRD rating is based, in whole or in part, on the condition precipitating the need for the military caregiver leave; or

(iii) A physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or

(iv) An injury, including a psychological injury, on the basis of which the veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

(i) Veteran. A person who served in the Armed Forces, and who was discharged or released therefrom under conditions other than dishonorable.

3. Terms of Military Caregiver Leave.

Except for the differences set forth in this Section 10.4., the City shall grant military caregiver leave under the same terms that FMLA/CFRA leave is granted under Section 10.2 to care for a parent, spouse, registered domestic partner, or child with a serious health condition.

4. Required Certifications.

The City will provide the employee with a form to complete that certifies the service member's family relationship, military status, and Serious Injury or Illness. The employee is required to ensure that this form, or an equivalent form containing the

information set forth in this Section, is completely and sufficiently completed and returned within the same time periods set forth in Section 10.2 of this Policy. If the employee fails to provide a complete and sufficient form, the City will inform ~~him/her~~them of the deficiencies, and grant the employee at least seven (7) calendar days to cure them.

(a) Certification of Family Relationship and Military Status. The City will require proof of the service member's family relationship to the employee and proof of the service member's military status for the employee's first request of military caregiver leave for a particular illness or injury for a particular service member.

(b) Certification of Serious Illness or Injury. The City will require certification from an Authorized Health Care Provider that the service member is suffering from a Serious Illness or Injury. However, the employee will not be required to reveal the service member's diagnosis.

(a) The Authorized Health Care Provider may base the certification upon their personal determination and/or may certify their reliance upon determination(s) made by an authorized DOD representative or an authorized VA representative. The certification must also include:

(i) The name, address, appropriate contact information (telephone number, fax number, and/or email address) of the health care provider, the type of medical practice, the medical specialty, and the basis on which the person is an authorized health care provider, as set forth in Section 10.2, above;

(ii) The approximate date on which the injury or illness commenced, or was aggravated, and its probable duration; and

(iii) Information sufficient to establish that the Covered Service member is in need of care, and addressing the following matters:

i) Whether the need for care is for a single continuous period, and if so, an estimate of the beginning and ending dates, including any time needed for treatment and recovery;

ii) Whether there is a medical necessity for periodic care, based on a schedule of

planned medical treatment, and if so an estimate of the treatment schedule;

iii) Whether there is a medical necessity for periodic care for reasons other than planned medical treatment, such as episodic flare-ups, and if so, an estimate of the frequency and duration of the periodic care.

5. Alternative Certifications

(a) Special Automatic Certification. The DOD may issue a special invitation to a member(s) of a service member's family when a DOD health care provider has determined that the injury or illness is serious enough to warrant the immediate presence of a family member at the service member's bedside. If the DOD issues an invitational travel order ("ITO") or invitational travel authorization ("ITA") for "medical purposes" to any member(s) of the service member's family (even if the employee's name is not on it), the ITO or ITA constitutes automatic certification of military status and Serious Injury or Illness for the period of time specified in the ITO or ITA for the employee to take leave on either a continuous or intermittent basis, and the City will not require further certification of those matters for the specified period of time. However, in this circumstance, the City may still require proof of the covered family relationship between the employee and the service member. The ITO or ITA is in effect for the duration specified on it. If the employee wishes to request leave to care for a Covered Service Member beyond the period of time specified in an ITO or ITA, he/she must submit additional certification in accordance with Section 10.2 above.

(b) Documentation of Enrollment in Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers. As another alternative to the certification required, the City will accept as sufficient certification documentation of the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers, whether or not the employee is the named caregiver in the enrollment documentation. However, the City may still require proof of the covered family relationship between the employee and the service member. The City may also require proof of the service member's date of discharge and proof that the service member's discharge was other than dishonorable.

6. Authentication and Clarification. The City may seek authentication and clarification of a certification issued this Section, of an ITO or ITA, or of documentation of enrollment in the Department of

Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

7. Second and Third Opinions. No second or third opinions of the service member's Serious Illness or Injury will be sought from an Authorized Health Care Provider who meets the criterion set forth in this Section; however, the City may request a second or third opinion by an Authorized Health Provider who meets the criterion in 10.5. No second or third opinions will be sought regarding an ITO or ITA for the period of time specified in the ITO or ITA.

8. Recertification. No recertification of the service member's Serious Illness or Injury will be sought.

9. Administrative Delays in Issuance of Military Documents. When an employee is unable to submit required documentation within the timeframe required under Section 10.3, despite their diligent, good faith efforts to obtain such documents, the City will not delay or deny leave on the grounds of such administrative delay.

SEC. 10.5 EMPLOYEE RESPONSIBILITIES AND DUTY TO COOPERATE

1. Employees are expected to fully cooperate with the City in meeting the obligations and requirements set forth under this Policy, as well as those set forth in state and federal law. An employee's cooperation includes, but is not limited to, timely completion of all requested forms and responding to all inquiries for additional information. Cooperation also requires that an employee respond to the City's inquiries for information to determine whether the employee is requesting leave under the FMLA, CFRA, and/or PDL. Employees are also required to consult with the City and make a reasonable effort to schedule foreseeable treatments so as to not unduly disrupt the City's operations. Employees on family care or medical leave must respond to the City's reasonable inquiries and keep the City updated as to the status of the employee's family care or medical leave.

2. Failure to cooperate with the City or failure to meet the employee's responsibilities may result in a delay in granting the employee's leave, a denial of leave, and/or a denial of the protections and benefits afforded by the FMLA, CFRA, and/or PDL. Employees who have questions about their responsibilities under this Policy should direct their inquiries to the Human Resources ~~Department~~.

RULE 11. LAYOFF/SEPARATION/RETIREMENT

SEC. 11.1 ELIMINATION OF POSITIONS

Decreased public interest or changes in the City's operational or fiscal priorities may result in the elimination or curtailment of a public service activity which may therefore require the layoff of one or more employees.

SEC. 11.2 LAYOFF PROCEDURE

Whenever, in the judgment of the City, it becomes necessary, due to the lack of work, lack of funds, or other economic reason, or because the necessity for a position no longer exists, the City Council may lay off any employee from a position. The said layoff shall not be subject to appeal.

Employees laid off shall be given at least fourteen (14) calendar days' notice, and impacts bargaining with represented employee groups will occur as required by law.

Whenever there is a reduction in the work force, the City Manager shall first transfer the employee to a vacancy, if any, in any non-promotional position for which the laid-off employee is qualified. In order for the employee to retreat to a lesser position, the employee must request displacement action in writing, explaining the employee's qualifications, to the City Manager within five (5) working days of receipt of the layoff notice. Employees retreating to a lesser position shall be placed at the salary step representing the least loss of pay. In no case shall the salary be increased above that received in the position from which the employee was laid off.

Temporary, seasonal, and regular employees shall be laid off according to the needs of the service as determined by the City Manager.

In cases when there are two or more regular positions with the same job description from which the layoff is to be made, it shall be the City Manager's responsibility to consider the following criteria before making a discretionary determination regarding order of layoff:

A. Overall tenor of past evaluations (evaluations in the most recent sixty (60) days prior to layoff are excluded);

B. Seniority; and

C. Input from the affected department supervisor.

SEC. 11.3 RESIGNATIONS

Resigning employees shall be required to file a written resignation stating the effective date and reason(s) at least two (2) weeks prior to leaving the City's service, unless the time limit is waived by the City Manager. The effective resignation date should be the last day the employee actually worked. The resignation shall be forwarded to ~~the~~ Human Resources.

SEC. 11.4 TERMINATIONS

The City Manager may terminate:

A. Employees at any time while they are on probation.

B. Employees in the exempt service at any time. This authority applies only to those exempt employees the City Manager has the authority to appoint.

C. Employees for disciplinary purposes in accordance with Rule 13, to the extent applicable.

SEC. 11.5 EXIT INTERVIEW

Any person leaving the City Service may be interviewed by the City Manager or designee. The purpose of the interview shall be to allow the City Manager to receive and give the employee an opportunity to provide their candid observations of the City employment in order to help improve personnel management and departmental functioning.

SEC. 11.6 BENEFITS AT SEPARATION

When an employee is separated for any reason, all benefits shall end as of the date of termination, with the exception of the employee's health benefits, which may continue through the end of the month in accordance with the rules of the applicable health benefits provider. Any accrued and unused vacation shall be paid out at separation. In the event an employee has received any advance of vacation and used more than the employee accrued prior to their separation date, the amount of the un-accrued but used vacation shall be deducted from the employee's final compensation, except as otherwise required by law.

RULE 12. OUTSIDE EMPLOYMENT/POLITICAL ACTIVITIES/CONTRACTS AND CONFLICTS OF INTEREST/CODE OF ETHICS

SEC. 12.1 OUTSIDE EMPLOYMENT

During the employees' work day, they are expected to devote full attention to their prescribed duties. Outside of their working hours, employees may engage in outside employment, enterprise or activity (collectively "outside employment') under the following circumstances only:

1. They notify the Department Director prior to beginning outside employment, providing sufficient information for the Department Director to determine whether the outside employment is consistent with this Rule.

2. The Department Director shall assess whether any of the following factors are involved in the proposed outside employment:

(a) Receipt or acceptance by the employee of any money or other consideration from anyone other than the City for the performance of an act which the employee, if not performing such act, would be required or expected to render in the regular course or hours of employee's City employment as a part of employee's duties as a City employee; or

(b) Performance of an act in other than the employee's capacity as a City employee which act may later be directly or indirectly subject to the control, inspection, review, audit, or enforcement by such employee or the department by which the employee is employed; or

(c) Conditions or factors which are likely to directly or indirectly lessen the efficiency of the employee in the employee's regular City employment, or conditions in which there is a substantial danger of injury or illness to the employee; or

(d) Use of City time, facilities, equipment, and supplies, prestige, influence, or confidential information of the employee's City office or employment for private gain or advantage; or

(e) Solicitation of future employment with any person or business entities doing business with the City over which the employee has some control or influence in employee's official capacity at the time of the transaction.

3. The Department Director will approve proposed outside employment that they determine does not:

(a) conflict with or is not incompatible or inconsistent with the employee's City responsibilities, including performance of overtime and emergency duties and any other aspect of City operations;

(b) lessen the effectiveness of the employee; and

(c) create a conflict of interest.

4. The Department Director shall advise the employee in writing as to whether the outside employment is approved or prohibited.

5. An employee may submit a written appeal to the City Manager within fourteen (14) days from the employee's receipt of the Department Director's written determination that a proposed outside employment is prohibited. The written appeal shall specify the grounds on which the employee challenges the Department Director's determination and shall include an attachment with all relevant documentary evidence for the appeal. The City Manager shall issue a written decision to the employee within fourteen (14)

days from the date of the meeting. The decision of the City Manager shall be final.

An employee with approved outside employment must notify the Department Director within one (1) working day regarding any changes to the terms or conditions of the outside employment that may have a potential adverse effect on the application of one or more of the factors under Section 12.1.

Employees shall be subject to disciplinary action pursuant to Rule 13 for violation of this Rule, including, but not limited to, failure to disclose outside employment, failure to provide timely updates regarding changes to outside employment, and intentional inclusion of material mis-statements or exclusion of material information in the employee's description of the outside employment.

SEC. 12.2 POLITICAL ACTIVITIES

Employees may not solicit political funds or contributions from other employees while on duty or on City property, nor may any employee participate in political activities while on duty or while in any uniform which would represent the City.

SEC. 12.3 CONTRACTS AND CONFLICTS OF INTEREST

No City employee can be financially interested in any contract made by ~~him/her~~them in their official capacity, or by anybody or board of which ~~he/she is~~they are a member. All employees of the City are required to adhere to applicable local, state, and federal conflict of interest requirements and prohibitions, including but not limited to the provisions of Article 4 of Title 1, Division 4, Chapter 1 of the Government Code.

SEC. 12.4 CODE OF ETHICS

Employees of the City at all levels are guardians of public trust. Employees are required to be impartial and responsible in the fulfillment of their duties. The citizens and customers of St. Helena expect and must receive the highest standard of ethics from all those in public service, regardless of personal consideration.

1. Responsibilities of Public Service

All employees shall uphold the Constitution of the United States, the Constitution of the State of California, and to comply with Federal, State, and Local laws and City Policies. Recognizing the special responsibilities of serving the City and its citizens and customers, employees are required to maintain the highest standards of integrity and honesty, and they are expected to treat all members of the public and fellow City employees with respect, courtesy, concern, and responsiveness. The conduct of employees in both their official and private affairs should be above reproach to assure that their City position is not used for personal gain.

In addition, all employees shall comply with all applicable provisions of California law governing public employees and officials, particularly the California Political Reform Act and its provisions on gifts and conflicts of interest.

2. Use of Confidential Information

City employees shall not use confidential information acquired by or available to them in the course of their employment with the City for personal gain or for personable, non-City business related reasons.

3. Use of City Employment and Facilities for Personal Gain

All employees shall not engage in any activity which results in any of the following:

(a) Use of time, facilities, equipment, supplies, funds, or other resources of the City for the private advantage or gain for oneself or another or for campaign related political activities;

(b) Use or attempt to use their position to secure unwarranted privileges or exemptions for themselves or others;

(c) Disclosure or use of official information that is not available to the general public for private advantage or gain for oneself or another; and/or

(d) Use of the authority of their position with the City to discourage, restrain, or interfere with any person who chooses to report potential violations of any law or regulation.

No employee shall directly or indirectly accept:

(a) Private advantage, remuneration, or reward for oneself or another as a result of the prestige or influence of the City office, employment, or appointment;

(b) Financial consideration from any source other than the City for the performance of their official duties, except for stipends received as representatives on boards, commissions or committees at a local, regional, or state level.~~; or~~

No employee shall give special treatment or consideration to any individual or group beyond that available to any other individual or group.

No employee shall discriminate against or harass a citizen or co-worker on the basis of race, religious creed, color, national origin, ancestry, sex, age, physical or mental disability, medical condition, sexual orientation, marital status, gender identity, gender expression, genetic characteristics or information, military and veteran status, and/or any other category protected by federal and/or state law.

All employees shall conduct themselves in a courteous and respectful manner at all times during the performance of their duties.

4. Reporting of Improper Activities

The City has a responsibility to conduct its affairs ethically and in compliance with the law. City employees and persons in City service are expected and encouraged to promptly raise questions and concerns regarding possible violations of City policy or local, State, or Federal law with their immediate supervisor or another management employee within the employee's department. Employees may also contact the City Manager or Human Resources ~~department~~.

5. Enforcement.

In addition to any other penalty as provided by law, any employee found to be in violation of the Code of Ethics shall be subjected to appropriate disciplinary action, up to an including, employment termination.

RULE 13. DISCIPLINARY ACTIONS

SEC. 13.1 CAUSES

A. Disciplinary measures may be taken for any good and sufficient cause. The extent of the Disciplinary Action taken shall be commensurate with the offense provided that the prior employment history of the employee may also be considered pertinent. Cause may include, but is not limited to, the following:

1. Violation of City Personnel Rules, ordinances, regulations, rules, and/or administrative policies and procedures; or of standards established under California or federal law;

2. Failure to maintain job performance standards or to properly perform assigned duties;

3. Theft of, harm to, or waste of City property or the personal property of another;

4. Lack of workplace and job-related cooperation;

5. Insubordination;

6. Dishonesty;

7. Conviction of a felony, or conviction of a misdemeanor relating to the employee's fitness to perform assigned duties;

8. Unauthorized absence from employment or excessive absenteeism;

9. Tardiness;

10. Failure to maintain satisfactory working relationships with other employees or the public;

11. Reporting for work, or being at work, under the influence of or in possession of alcohol, or non-prescribed controlled substances;

12. Assault, battery, or fighting while on duty or under the guise of office;

13. Gambling on City property or during working hours;

14. Sleeping on the job or leaving the job without authorization;

15. Improper use of City funds;

16. Acceptance of bribes or extortion;

17. Unauthorized use of City property;

18. Falsification of records, including information provided on an application for employment or on time sheets;

19. Failure to properly care for City property;

20. Acceptance of any gift, (other than as provided for by written City policy) reward or other form of compensation in addition to compensation for performance of official duties;

21. Carelessness or negligence;

22. Misuse or failure to maintain any employment qualification;

23. Discourteous treatment of the public or fellow employees;

24. Disorderly conduct or horseplay;

25. Failure to comply with safety standards;

26. Interfering with the work performance of others;

27. Abuse of leaves of absence, including sick leave; and/or

28. Other failure of good behavior either during or outside of employment such that the employee's conduct causes discredit to the City.

B. Reduction in Pay. Reductions in pay which are part of a general plan to reduce salaries and wages as an economy measure are not disciplinary measures and do not trigger any rights of appeal under this Rule.

SEC. 13.2 AUTHORITY FOR DISCIPLINARY ACTIONS

Department Directors and/or the City Manager shall have authority to take Disciplinary Action.

Temporary or part-time employees may be discharged by the Department Head. A full-time employee may be discharged only by the City Manager. Department Heads may be discharged only by the City Manager, with the exception of the Fire Chief as provided in the Municipal Code.

~~The~~ Human Resources ~~Department~~ shall be notified of any contemplated Disciplinary Action prior to the time it is taken, provided that in emergency situations or other instances when prior notification is not practicable, ~~the~~ Human Resources ~~Department~~ may be notified as soon as possible subsequent to the time the action is taken.

SEC. 13.3 TYPES OF DISCIPLINARY ACTION

A. Lesser Disciplinary Action.

1. Oral Reprimand. Oral reprimand as a Disciplinary Action means the employee is informed of their poor performance verbally by their supervisor. The employee shall have no right to prior notice and no right of appeal.

2. Written Reprimand. Written reprimand as a Disciplinary Action means an official notification of the employee that there is cause for dissatisfaction with their services and that further disciplinary measures may be taken if said cause is not corrected. Reprimand notices shall be made a part of the employee's official personnel record and may be considered as pertinent evidence or information in any appeal hearing. The employee shall have no right to prior notice and no right of appeal, but shall have a right to attach a response that will be included with the reprimand in the personnel file.

3. Suspension Without Pay For Less Than Five (5) Working Days. Suspension without pay shall be a temporary separation from City service. Prior to the imposition of the suspension without pay, employees shall be provided with a Notice of Disciplinary Action which sets forth the effective date and specific reasons for the suspension without pay. The Notice of Disciplinary Action shall also include copies of all written materials supporting the suspension without pay. The employee's right of appeal is limited to the Complaint Procedure in Section 13.4.

4. Reduction In Pay. Reduction for a time period equivalent to less than a five (5) working day suspension. Reduction in step within range as a disciplinary measure is the withdrawal of increments granted for merit, efficiency and length of service. The maximum

reduction in pay that may be given for any one Disciplinary Action shall be two (2) steps within the range for that class. Reduction in pay shall become effective on the first of the month following the effective date of the Disciplinary Action. Prior to the imposition of the reduction in pay, employees shall be provided with a Notice of Disciplinary Action which sets forth the effective date and specific reasons for the reduction in pay. The Notice of Disciplinary Action shall also include copies of all written materials supporting the reduction in pay. The employee's right of appeal is limited to the Complaint Procedure in Section 13.4.

B. Serious Disciplinary Actions. Serious Disciplinary Actions require due process as set forth in Rule 13.4. Serious Disciplinary Actions include the following:

1. Reduction in range equivalent to a five (5) or more working day suspension without pay.

2. Suspension without pay for five (5) or more working days, but not more than thirty (30) working days. Suspension without pay shall be a temporary separation from City service.

3. Demotion without consent as Disciplinary Action, shall be a reduction in classification or rank, with reduction in salary.

4. Dismissal means the discharge of an employee from the City service on the initiative of the employee's supervisor. Such termination of employment shall be permanent.

SEC. 13.4 PROCEDURES FOR SERIOUS DISCIPLINARY ACTIONS

A. Notice of Proposed Disciplinary Action. In instances of serious Disciplinary Actions as defined in Section 13.3, employees shall receive a written notice of proposed Disciplinary Action.

1. The notice of proposed Disciplinary Action shall state the proposed Disciplinary Action and the effective date and specific reasons for the proposed Disciplinary Action.

2. The notice of proposed Disciplinary Action shall include copies of all written materials supporting the proposed action.

3. The notice of proposed Disciplinary Action shall inform the employee of their right to respond, either orally or in writing, to the City Manager, as appropriate, within five (5) working days of the date of the notice of proposed Disciplinary Action if it was personally delivered, or within seven (7) working days of the date of the notice of proposed Disciplinary Action if it was delivered by United States mail. If the employee requests to respond orally to the notice of the

proposed Disciplinary Action, the City Manager, as appropriate, shall schedule a meeting as soon as possible.

B. Notice of Decision. After review of the employee's timely written response, if any, or following the conclusion of the meeting, the City Manager shall issue and deliver to the employee a Notice of Decision which shall be a written statement of the decision to uphold, modify, or reject the proposed Disciplinary Action. Such action to be taken may not include discipline more severe than that described in the notice of proposed Disciplinary Action. Absent an agreed extension of time, the Notice of Decision shall be served within seven (7) working days after the receipt of the written response or the conclusion of the meeting, whichever is later.

C. Disciplinary Appeal Hearing.

1. Right to a Disciplinary Appeal Hearing. Any employee who has received a Notice of Decision imposing serious Disciplinary Action shall be entitled to request an evidentiary appeal of the imposition of discipline.

2. Requesting a Disciplinary Appeal. An employee wishing to appeal the imposition of a serious Disciplinary Action shall initiate the appeal by filing a written request with the City Manager within five (5) working days of the date of the Notice of Discipline if it was personally delivered, or within seven (7) working days of the date of the notice of imposition of discipline if it was delivered by United States mail. The request shall be addressed to the City Manager, and shall identify the subject matter of the appeal, the grounds for the appeal, and the relief desired by the employee. All disciplinary appeal hearings shall be conducted in private unless the employee requests a public hearing.

3. Scheduling the Disciplinary Appeal Hearing with the City Council. The City Manager shall schedule the disciplinary appeal hearing to take place at the closed personnel session at the next regular meeting of the City Council, if so desired, the City Council may meet earlier by calling a special meeting.

4. Representation and Employee Appearance at Disciplinary Appeal Hearing. The employee is entitled to be represented by counsel or other representative at the disciplinary appeal hearing. However, an employee who requests a disciplinary appeal hearing must be present during the disciplinary appeals hearing. Failure to be present shall constitute a waiver of the employee's right to an appeal. Waiver will not occur if the employee can demonstrate good cause for their failure to be present within three (3) working days from the date the employee fails to appear.

D. Conduct of Disciplinary Appeal Hearings. The City Council, at its sole discretion may elect to have a neutral hearing officer conduct the appeal hearing. The proceedings before the City Council or hearing officer, as applicable shall be conducted as follows:

1. All parties shall have the following rights:

   (a) To call and examine witnesses under oath;

   (b) To introduce exhibits;

   (c) To cross examine opposing witnesses on any matter relevant to the issue, even if the matter is not covered in the direct examination;

   (d) To impeach any witness regardless of which party first called ~~him/her~~them to testify;

   (e) To rebut the evidence against them; and

   (f) To present oral and written arguments

2. The City shall have the burden of proof, and the burden shall be by the preponderance of the evidence.

3. The hearing shall not be conducted in accordance with the technical rules relating to evidence and witnesses, but shall be conducted in a manner most conducive to the determination of the truth. Any relevant evidence may be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper admission of such evidence over objection in a court of law. The City Council's decision shall not be invalided by any informality in the proceedings.

4. Hearsay evidence may be used for the purpose of explaining any direct evidence but shall not be sufficient in and of itself to support a finding unless it would be admissible over objections in civil actions.

5. The City Council or hearing officer shall not take testimony from one (1) party outside the presence of the other.

6. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions.

7. Irrelevant evidence and unduly repetitious evidence shall be excluded.

8. The City Council or hearing officer shall determine the relevancy, weight, and credibility of testimony and evidence.

9. The City Council or hearing officer shall have the power to exclude any witnesses.

E. Issuance of Decision.

Within thirty (30) days after the close of the hearing (which shall not occur prior to completion of a reporter's transcript, if requested by either party), a written statement of decision, containing findings of fact and conclusions of law, shall be issued by the City Council or hearing officer. If the hearing is conducted by a hearing officer, the hearing officer's decision shall be advisory to the City Council, and the City Council shall have the discretion to accept or reject the hearing officer's decision. The City Council shall have the authority to affirm, revoke, or reduce the Disciplinary Action imposed against the employee. The City Council may not provide for discipline more stringent that than that imposed by the City Manager.

If the City Council declines to accept the findings and conclusions made by the hearing officer, the City Council must review the record or provide for an additional opportunity to be heard, after which it may adopt the findings and conclusions made by the hearing officer, or adopt its own findings and conclusions.

The City Council's decision constitutes a final resolution of any Disciplinary Action and no further appeal shall be permitted within the City's administrative process. A copy of the City Council decision shall be provided to the employee and shall be made public at the next public session of the City Council.

Notwithstanding the above, the City Council shall not have binding authority to add, modify, or subtract from the Personnel Rules, or any resolutions, ordinances, or policies adopted by the City. Further, the City Council shall not have the authority or power to render a binding decision that requires the City to expend additional funds, to hire additional personnel, to buy additional equipment or supplies, or to pay wages or benefits not specifically provided for in the Personnel Rules, or any resolutions, ordinances, or policies adopted by the City. The City Council shall not have the authority to require the City to perform any other action that would violate state or federal laws.

F. Judicial Review.

An employee may seek judicial review of the final decision by the City Council in accordance with Section 1094.5 of the California Code of Civil Procedure by filing a petition for a writ of mandate. Section 1094.5 of the Code of Civil Procedure requires that the petition writ of mandate must be filed not later than the ninetieth (90th) day following the date on which the City Council's decision becomes final.

SEC. 13.5 ADMINISTRATIVE LEAVE WITH PAY

An employee may be placed on an Administrative Leave with Pay temporarily to allow the City time to fully investigate the facts of an alleged violation, while the Disciplinary Action is in process, or when the City Manager or ~~Human Resources~~Administrative Services Director determine that it is in the best interests of the City.

The employee on Administrative Leave with Pay must be reasonably available by telephone during their normal working hours (subject to adjustment, as provided below) and able to report to the City within sixty (60) minutes if directed to do so. An employee's normal working hours may be altered while on Administrative Leave with Pay to correspond with the City's typical business hours. When an employee is placed on Administrative Leave with Pay during this investigation, the employee may be directed not to discuss the alleged violation or the Disciplinary Action with anyone, except a legal or employee association representative of their choice. Failure to remain reasonably reachable by telephone or to report to the City within sixty (60) minutes of being directed to do so shall be considered insubordination, and could result in additional Disciplinary Action. The employee shall be informed that communicating with others, except a legal or employee association representative of their choice, about a pending investigation constitutes insubordination and is a separate and independent ground for discipline.

SEC. 13.6 TIME EXTENSIONS

Any time limitations or requirements as set forth under this Rule may be extended or changed by mutual written agreement of the parties.

SEC. 13.7 DELIVERY OF NOTICES

When notice is required under this Rule, the notice shall be given to the affected employee either by delivery of the notice to the employee in person; or if the employee is not available for personal delivery, by placing the notice in the United States mail, first Class, postage paid, and by traceable overnight delivery service (FedEx or equivalent) in an envelope addressed to the employee's last known home address. It shall be the responsibility of the employee to inform the City, in writing, of their current home address and of any change in such address, and the information so provided shall constitute the employee's "last known home address". Such personal delivery or mailing shall be presumed to provide actual notice to the affected employee.

RULE 14. GRIEVANCE AND COMPLAINT PROCEDURE

SEC. 14.1 ESTABLISHMENT

These procedures are established in order to provide adequate opportunities for employees to bring forth their views relating to any unfair or improper aspect of their employment situation and to seek correction.

SEC. 14.2 SCOPE OF PROCEDURES

The procedures set forth in this Rule shall apply to all employee complaints and grievances, as defined herein, except where other methods have been specifically prescribed in these Rules, such as in the matters of dismissal, demotion and reduction, or in an applicable memorandum of understanding between the City and an exclusive representative of a unit or unit of employees.

SEC. 14.3 DEFINITIONS

A. Complaint. An allegation or charge that the complaining employee has suffered a wrong as a result of management action or inaction.

B. Complaint Procedure. The process by which a determination is made as to whether or not a wrong has been committed. Complaints may not be filed over matters for which there is a separate appeal, which are subject to the grievance procedure, or which are expressly excluded from the grievance procedure pursuant to Section 14.3.

C. Grievance. An expressed claim by an employee that the City has violated, misinterpreted, or misapplied an obligation to the employee as such obligation is expressed and written in a resolution, memorandum of understanding, or these Rules. Specifically excluded from the grievance procedures are the following:

1. Performance evaluations;
2. Deferred merit salary increases;
3. All Disciplinary Actions;
4. Probationary dismissals upon original appointment or rejection from probation;
5. Policy decisions of the City Council, including but not limited to resolutions, ordinances and minutes orders;
6. Complaints under the jurisdictions of Workers' Compensation law or Occupational Injury law or the applicable procedures for such complaints;
7. Transfer to another Position in the same classification without a loss of pay; and
8. Matters for which there is a separate investigation procedure or appeal process, including, but not limited to, the harassment prevention policy and disciplinary action.

D. Grievance Procedure. The process by which the validity of a grievance is determined.

SEC. 14.4 COMPLAINT PROCEDURE

A. Step 1. The employee shall discuss any complaint with their immediate supervisor within ten (10) working days after the employee knew, should have reasonably known, of the circumstances which for the basis of the alleged complaint. Grievances not timely raised shall be deemed waived. The immediate supervisor is required to review every complaint and

attempt to settle it as quickly and fairly as possible. The immediate supervisor shall issue a written decision to the employee within five (5) working days from the date of their meeting with the employee.

B. Step 2. If the action taken by their immediate supervisor is not satisfactory, the employee shall submit their complaint in writing to the City Manager within ten (10) working days of receipt of the immediate supervisor's written decision. The City Manager or designee shall meet and discuss the complaint with the employee within five (5) working days of their receipt of the complaint. The City Manager or designee shall have twenty (20) days from the date of their meeting with the employee to issue a decision. The decision of the City Manager or designee is final.

SEC. 14.5 GRIEVANCE PROCEDURE

A. Step 1. Responsibility of Employee / Informal Resolution. The employee shall inform, in writing, their immediate supervisor of their grievance and relevant facts within five (5) working days after the employee knew, or reasonably should have known, of the circumstances giving rise to the grievance. The immediate supervisor shall hold discussions and attempt to resolve the matter after the employees has presented their grievance. Within ten (10) working days of receiving the grievance, the immediate supervisor shall give the employee a written reply after the discussions. It is the intent of this informal meeting that at least one personal conference be held between the employee and their immediate supervisor.

B. Step 2 Department Head Review. If the grievance is not satisfactorily resolved in Step 1, the grievant must submit their grievance in writing to the Department Head within ten (10) working days after receiving their immediate supervisor's response. The statement must include the following:

1. A concise statement of the grievance including specific reference to any law, policy, rule, regulation and/or instruction deemed to be violated, misapplied or misinterpreted;

2. A full explanation of the circumstances involved;

3. The decision rendered by the immediate supervisor at Step 1;

4. The specific remedy sought by the grievant.

The Department Head or their designee shall take such review and investigative action as they deem necessary and hold a meeting with the grievance. The Department Head or their designee shall inform the grievant of their decision in writing within ten (10) days after receiving the grievance.

C. Step 3 City Manager Review. If the grievance is not satisfactorily resolved in Step 2, the grievant must present their grievance in writing to the City

Manager within ten (10) working days after receiving their Department Head's written decision. The statement must include the following:

1. A concise statement of the grievance including specific reference to any law, policy, rule, regulation and/or instruction deemed to be violated, misapplied or misinterpreted;

2. A full explanation of the circumstances involved;

3. The decision rendered by the department head at Step 2;

4. The specific remedy sought by the grievant. The City Manager or their designee shall take such review and investigative action as they deem necessary and inform the grievant of their decision in writing within ten (10) days after receiving the grievance. Prior to issuing the written decision, the City Manager shall schedule a meeting with the employee to discuss the matter. The City Manager's decision will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest. The decision of the City Manager or their designee is final. Time limits for appeal shall begin the day following receipt of written decision. Within the above time limits, either party may request a personal conference with the other.

SEC. 14.6 GENERAL PROVISIONS

A. No retribution or adverse employment action shall be taken against employees because of their use of the grievance or complaint procedures.

B. All documents, communications and records dealing with the processing of grievances and complaints shall be filed separately from personnel files.

C. Failure by the City at any step of this procedure to communicate the decision on the grievance or complaint within the specified time limits shall permit the grievant or complainant to proceed to the next step.

D. The grievant or complainant shall be present at all steps of the procedure.

E. Failure at any step of these procedures to appeal a decision on a grievance or complaint within specified time limits shall be deemed acceptance of the decision rendered by the employee.

F. The time limits specified at any step in this procedure may be extended by mutual written agreement of the City and grievant or complainant.

G. The original grievance or complaint shall accompany all requests for institution of the next step in the grievance or complaint procedure.

H. Communication with the grievant or complainant shall be processed by personal signed receipt of documents, or by email with a reply confirming receipt, or by traceable overnight delivery service (FedEx or equivalent).

RULE 15. POLICY AGAINST WORKPLACE VIOLENCE

SEC. 15.1 OBJECTIVES

The City is strongly committed to ensuring the safety of all employees. Consistent with this policy, acts or threats of violence, including intimidation, harassment, and/or coercion which involve or affect employees will not be tolerated, and will be subject to appropriate Disciplinary Action, up to and including termination. The following are the objectives of the City:

A. To ensure that all workplace threats and violent behavior are addressed promptly.

B. To ensure that the level of physical and facility security in City workplaces is sufficient to protect the health and safety of employees.

C. To ensure that all employees are appropriately trained in workplace security, diffusing hostile situations, and steps to take during an emergency incident.

D. To ensure that all Disciplinary Action taken for behavior prohibited under this Rule is reviewed, evaluated, and administered consistently and equitably throughout the City, and done so in a timely manner.

SEC. 15.2 THREATS OR ACTS OF VIOLENCE DEFINED

A credible threat of violence is a knowing and willful statement or course of conduct that would place a reasonable person in fear for their safety, or the safety of their immediate family, and that serves no legitimate purpose. General examples of prohibited workplace violence include, but are not limited to the following:

A. Threatening to harm or harming an individual or their family, friends, associates, or their property.

B. Fighting or challenging another individual to a fight.

C. Intimidation through direct or veiled verbal threats, or through physical threats, such as obscene gestures, grabbing, and pushing.

D. Making harassing or threatening telephone calls; sending harassing or threatening letters, emails, text messages, or other correspondence.

E. Intimidating or attempting to coerce an employee to do wrongful acts that would affect the business interests of the City.

F. Harassing surveillance or stalking, which is engaging in a pattern of conduct with the intent to follow, alarm, or harass another individual, which presents a credible threat to the individual and causes the individual to fear for their safety, or the safety of their immediate family, as defined in Civil Code section 1708.7.

G. Making a suggestion or otherwise intimating that an act to injure persons or property is appropriate behavior.

H. Possession of firearms (loaded or unloaded), weapons, or any other dangerous devices on City property. This includes "look-alike" weapons, such as toy guns. Weapons and dangerous devices may include, but are not limited to the following: blackjacks, slingshots, metal knuckles, explosive substances, dirks, daggers, gas- or spring-operated guns, knives having a blade longer than three and one-half (3½) inches, folding knives having a blade that locks into place, razor blades, and clubs.

I. Use of a personal or City-issued tool or other equipment in a threatening manner toward another.

SEC. 15.3 REPORTING WORKPLACE VIOLENCE

Any employee who is the victim of a threat or act of violence, or any employee who witnesses such conduct, should immediately report the incident to their supervisor or other appropriate person in the chain of command. Should the employee perceive that they are in immediate danger of a violent act, or has just been victimized by a violent act, or is a witness of a violent act or imminent violent act, the employee shall whenever possible:

A. Place themselves in a safe location.

B. If appropriate, call the Police Department or 911 and request immediate response of a police officer and be prepared to inform the police dispatcher of the circumstances and the exact location of where an officer is needed.

C. Inform ~~the~~ Human Resources ~~Department~~ or the City Manager of the circumstances.

D. Complete a written report as soon as possible and submit the original copy to ~~the~~ Human Resources ~~Department~~.

E. Cooperate fully in any administrative or criminal investigation, which shall be conducted within existing policy and laws.

SEC. 15.4 REPORTING POTENTIAL FUTURE WORKPLACE VIOLENCE

Employees who have reason to believe they or any employee may be the subject of a violent act in the workplace or as a result of their City employment, should immediately notify ~~the~~ Human Resources ~~Department~~ or the City Manager.

SEC. 15.5 VIOLATION OF RULE

The City's prohibition against threats and acts of violence applies to all persons in the City operation, including but not limited to City personnel, contract and temporary workers, customers, and anyone else on City property. Violations of this Rule by any individual may be followed by legal action as appropriate, which may include, but is not limited to, seeking a temporary restraining order and/or injunction on behalf of employees if the situation warrants such action. In additional to appropriate legal action, violations of this Rule by employees, including making a false report under this Rule, may lead to appropriate Disciplinary Action pursuant to Rule 13, up to and including termination.

RULE 16. POLICY AGAINST HARASSMENT, DISCRIMINATION, RETALIATION, AND ABUSIVE CONDUCT

SEC. 16.1 GENERAL POLICY

The City is committed to providing a work environment that is free of discrimination, harassment, and retaliation. In keeping with this commitment, the City maintains a strict policy prohibiting harassment, including sexual harassment and takes reasonable steps to promptly correct discriminatory, harassing, and retaliatory conduct. This policy prohibits harassment in any form, including verbal, physical and visual harassment by or against any employee, intern, volunteer, applicant for employment, or vendor, or guest. This policy applies to all of the City's activities, wages, reviews, leaves, training, benefits, and all other conditions and terms of employment.

As a general guideline, harassment can be avoided if employees act professionally and treat each other with respect.

SEC. 16.2 PURPOSE OF POLICY

Federal and state law expressly prohibit discrimination and harassment of employees or applicants based upon race, color, national origin, religious creed, ancestry, physical or mental disability, medical condition, pregnancy, childbirth or related medical condition, age (40 and over), sexual orientation, sex, gender, gender identity, gender expression, genetic information, military or veteran status, marital status, or any other basis protected by applicable state or federal law, including association with individuals with these protected characteristics or perception that an individual has one or more of these protected characteristics.

The purpose of this policy is to establish a means to protect employees, applicants for employment, or guests from harassment. Additionally, this policy enforces the City's long-standing policy that all employees, applicants for employment, and guests should be able to enjoy a work environment that is free from all forms of unlawful discrimination or harassment. Discrimination, harassment, and retaliation constitute misconduct that can decrease work productivity, decrease morale and cause emotional and physical damage. Incidents of discrimination, harassment, or retaliation can result in serious economic implications such as high turnover, ineffective use of time during working

hours, costly salaries paid for nonproductive work hours, and employee absences due to hearings and meetings related to discrimination, harassment, and retaliation complaints.

The further purpose of this Policy is to define and forbid discriminatory, harassing, and retaliatory conduct, to prohibit the condoning or perpetuating of such conduct, and to provide an efficient means for reporting and resolving complaints of discrimination, harassment, or retaliation against any individual who reports discrimination, harassment, or retaliation or who participates in an investigation of such reports.

SEC. 16.3 DEFINITION OF TERMS

A. Employee. An employee refers to any individual under the direction and control of the City under any appointment or contract of hire or apprenticeship, express or implied, oral or written. For purposes of this Policy, the term "employee" includes any individual who is an unpaid intern or volunteer of the City. The inclusion of any individual, including but not limited to unpaid interns and volunteers, in the definition of "employee" for purposes of this policy should not be interpreted to affect the applicability of any other policy or procedure of the City.

B. Legally Protected Category/Legally Protected Characteristic. Race, color, national origin, religious creed, ancestry, physical or mental disability, medical condition, pregnancy, childbirth or related medical condition, age (40 and over), sexual orientation, sex, gender, gender identity, gender expression, genetic information, military or veteran status, marital status, or any other protected basis under state, federal or local law, including association with individuals with these protected characteristics or perception that an individual has one or more of these protected characteristics.

C. Discrimination. Discrimination is any action or conduct by which an employee is treated differently or less favorably than other employees similarly situated because the employee is a member of a Legally Protected Category or Characteristic. Examples of conduct that can constitute discrimination if based on an individual's Legally Protected Category or Characteristic include, but not limited to, the following:

1. Failing or refusing to hire an individual based on their Legally Protected Category or Characteristic.

2. Terminating an individual from employment based on their Legally Protected Category or Characteristic.

3. Singling out or targeting an individual for different or less favorable treatment because of their Legally Protected Category or Characteristic.

D. Harassment. Harassment is any verbal, visual, or physical conduct based on an employee's membership in a Legally Protected Category, the perception that an employee in a member of a Legally Protected Category, or the employee's association with individuals in a Legally Protected Category, or perception that an individual has one or more of these Legally Protected Categories, that creates an intimidating, hostile or otherwise offensive working environment. Such conduct constitutes harassment when:

1. Submission to the conduct is made either an explicit or implicit condition of employment, or an unpaid internship or volunteer program;

2. Submission to or rejection of the conduct is used as the basis for an employment decision; or any decision related to an unpaid internship or volunteer program;

3. The harassment unreasonably interferes with an employee's work performance by altering the work conditions so that a reasonable person may find it more difficult to do the job, or creates an intimidating, hostile, or offensive work environment.

Harassing conduct can take many forms and includes, but is not limited to, slurs, jokes, statements, gestures, pictures, computer images, or cartoons regarding an employee's Legally Protected Characteristic.

Harassment on the job is prohibited whether it involves co-worker harassment, harassment by a supervisor or manager, or harassment by third parties doing business with or for the City.

E. Sexual Harassment. Unwelcome sexual advances, requests for sexual favors, or visual, verbal, or physical conduct of a sexual nature all may constitute sexual harassment when: (1) submission to such conduct is made a term or condition of employment; or (2) submission to or rejection of such conduct is used as basis for employment decisions affecting the individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an employee's work performance by altering the work conditions so that a reasonable person may find it more difficult to do the job, or creating an intimidating, hostile or offensive working environment.

This definition includes potential forms of offensive behavior, such as the following:

1. Unwanted sexual advances.

2. Visual conduct, such as leering, making sexual gestures, displaying of sexually explicit jokes, derogatory images, and comments about an employee's body or dress.

3. Verbal sexual advances or propositions.

4. Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, suggestive or obscene letters, notes, or invitations.

5. Physical conduct, such as touching, assault, impeding, or blocking movements.

6. Retaliation for reporting harassment or threatening to report harassment.

Sexual harassment includes many forms of offensive behavior and may include harassment of a person of the same or opposite sex as the harasser.

Sexual harassment need not be motivated by sexual desire. Sexual harassment on the job is prohibited whether it involves co-worker harassment, harassment by a supervisor or manager, harassment by a subordinate, or harassment by third parties doing business with or for the City.

F. Abusive Conduct. Conduct of an employer or employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests, even when not due to an employee's Legally Protected Category or Characteristic. It may include repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. Workplace bullying, including off-duty cyber-bullying of employees, is strictly prohibited. While abusive conduct and bullying are not per se unlawful, such conduct does violate City policy and will not be tolerated.

G. Retaliation. Taking adverse action against any employee because of (1) the employee's opposition to a practice the employee reasonably believes to constitute employment discrimination, harassment, retaliation, or abusive conduct or (2) because of the employee's participation in an employment discrimination, harassment, or retaliation investigation, proceeding, or hearing, or (3) because of such opposition or participation by a family member or close associate of the employee.

1. Protected Opposition. Protected opposition to perceived discrimination, harassment, retaliation, or abusive conduct includes, but is not limited to, threatening to file a discrimination, harassment, or retaliation complaint with any federal or state agency, or court, or complaining or protesting about alleged discrimination, harassment, retaliation, or abusive conduct to a supervisor, manager, co-worker, or other official. Protected opposition also includes a complaint or protest made on behalf of another employee or made by the employee's representative. The City also prohibits retaliation against somebody closely related to or associated with the employee exercising such rights. Opposition not made in good faith,

or made in a manner which disrupts the workplace, or which constitutes an unlawful activity, or which includes badgering or threatening of employees or supervisors is not protected.

2. Protected Participation. Protected participation includes, but is not limited to, filing a charge, testifying, assisting, or participating in any manner in an investigation under this Policy, or in a proceeding, hearing or litigation under federal or state discrimination, harassment, or retaliation statutes, at other hearings regarding protected employee rights, such as unemployment compensation proceedings, and making requests for reasonable accommodation of a Legally Protected Characteristic.

3. Adverse Action. Adverse actions include, but are not limited to, the following acts: disciplinary actions, negative performance evaluations, undesirable transfer, undesirable assignments, negative comments, unwarranted criticism, actions that harm the employee outside the workplace, undesirable change in benefits, undesirable change in work schedule, unwarranted exclusion from meetings or events, or undesirable change in work duties.

H. Supervisor. Any individual having the authority to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to direct other employees, or to adjust their grievances, or to effectively recommend such action, if the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

Employees who have questions regarding these definitions or are uncertain what constitutes discrimination, harassment, sexual harassment, retaliation, or other prohibited conduct under the City's policy should contact a supervisor, ~~the~~ Human Resources ~~Department~~, or the City Manager.

SEC. 16.4 REPORTING DISCRIMINATION, HARASSMENT, RETALIATION, OR ABUSIVE CONDUCT

A. In General. The City's complaint procedure provides for an immediate, thorough, impartial, and objective investigation of every discrimination, harassment, retaliation, and abusive conduct claim, appropriate disciplinary action against one found to have engaged in prohibited discrimination, harassment, retaliation, or abusive conduct, and appropriate remedies to any victim of discrimination, harassment, retaliation, or abusive conduct. The City encourages reporting of all perceived incidents of discrimination, harassment, retaliation, and abusive conduct.

B. Complaint Procedure

1. The City cannot resolve discrimination, harassment, retaliation, or abusive conduct unless the City is aware of the situation. The City relies upon its employees to bring those concerns to the attention of the City so that the necessary steps can be taken to correct the situation, and all employees are encouraged to do so. Accordingly, any employee, applicant, or guest who believes ~~he or she has~~they have been harassed, discriminated or retaliated against or subjected to abusive conduct should promptly report the facts of the incident/incidents and the name(s) of the individual(s) involved to their immediate supervisor, any supervisor, ~~the~~ Human Resources ~~Department~~ , or to the City Manager.

2. Complaints can be made verbally or in writing and should include the following information:

   (a) The employee's name and position title.

   (b) The name of the person or persons committing the discrimination, harassment, or retaliation, including their title(s).

   (c) The specific nature of the discrimination, harassment, retaliation, or abusive conduct, how long it has been going on, and any adverse employment action, demotion, failure to promote, dismissal, refusal to hire, transfer, etc., taken against the victim as a result of the harassment, if applicable, or any other threats made against the victim as a result of the harassment.

   (d) Witnesses to the discrimination, harassment, retaliation, or abusive conduct, if any.

   (e) Whether the victim previously has reported such discrimination, harassment, retaliation, or abusive conduct and, if so, when and to whom.

Notification to the City is essential. Employees may be assured that they will not be penalized in any way for filing a good faith complaint of potential discrimination, harassment, retaliation, or abusive conduct.

ALL EMPLOYEES SHOULD NOTE THAT THE FAILURE TO USE THE CITY'S COMPLAINT PROCEDURE MAY HAVE AN ADVERSE EFFECT ON ANY CLAIM UNDER THIS POLICY IF SUCH CLAIMS ARE LITIGATED.

C. Reporting Obligations

1. Any supervisor who receives a complaint of discrimination, harassment, retaliation, or abusive conduct; witnesses discrimination, harassment, retaliation, or abusive conduct; or has any reason to believe that discrimination, harassment, retaliation, or abusive conduct may have occurred in the workplace is required to

report the conduct immediately to the Human Resources Department or the City Manager.

2. A supervisor will be subject to discipline for failing to report offensive conduct that potentially constitutes discrimination, harassment, retaliation, or abusive conduct if the supervisor knew or should have known of the offensive conduct in the normal course and scope of their supervisory duties.

3. All other employees who observe or are advised about the discrimination, harassment, retaliation, or abusive conduct involving another employee are encouraged to report the conduct to a supervisor, ~~the~~ Human Resources ~~Department~~, or the City Manager.

D. The City's Response to Reports or Complaints.

1. Investigation of Complaints.

(a) All incidents of discrimination, harassment, retaliation, and abusive conduct that are reported must be investigated appropriately by the City so that corrective and preventive actions can be promptly taken if warranted. The City will promptly undertake or direct an effective, thorough, impartial, and objective investigation of the allegations, which will be conducted by qualified personnel.

(b) The investigation will include obtaining information from the accused and anyone who may have been a witness to the alleged misconduct. Statements made in the course of the investigation will be kept as confidential as practicable.

(c) The City will document each complaint and track each investigation to ensure reasonable progress, timely closure, and reasonable findings based on the evidence collected.

2. Intermediary Measures. Employees may be placed on a leave of absence, temporarily transferred or assigned other working hours or duties, or subject to other intermediary measures, until the conclusion of the investigation.

3. Cooperation with the Investigation.

(a) It is important for the complaining party, the accused party, and all persons interviewed as witnesses during the investigation to understand that it is a violation of this policy to discuss any confidential investigation matters with other employees, or to conduct separate investigations at any time. The City will not tolerate any employees who interfere with its own internal investigations, or internal complaint procedures.

(b) All employees involved in a workplace investigation into alleged discrimination, harassment, retaliation, or abusive conduct are required to fully and truthfully cooperate with the investigation. Failure to fully and truthfully cooperate with the investigation is grounds for disciplinary action, up to and including termination.

(c) All employees are prohibited from engaging in retaliation.

4. City Determination and Corrective Action.

(a) The City will make its determination based on the findings of the investigation and communicate that determination to the complaining employee, and to the accused. Parties are not entitled to copies of any notes or other written materials regarding the investigation, as these are considered to be confidential documents.

(b) If it is determined that the accused, or any other employee has violated City policies, appropriate corrective action will be taken. In addition, as part of the City's efforts to remedy the complaining employee's concerns, the complaining employee will be informed in general terms regarding any remedial measures and disciplinary actions imposed against the violator.

(c) In light of the City's desire to have a professional and productive work environment, the City reserves the right to take appropriate corrective action when an employee engages in inappropriate conduct that does not fully rise to the legal standards or definitions set forth in this Policy. For example, the City may take appropriate corrective action for inappropriate conduct, even if such conduct was not subjectively unwelcome or offensive to another employee of the City, or did not involve a legally protected characteristic.

5. Anonymity and Confidentiality.

(a) While the City will investigate anonymous complaints, the City strongly discourages anonymous complaints.

EMPLOYEES CHOOSING TO FILE A COMPLAINT ANONYMOUSLY MUST BE AWARE THAT ANONYMITY IN THE COMPLAINT PROCEDURE MAY COMPROMISE THE CITY'S ABILITY TO COMPLETE A THOROUGH INVESTIGATION.

(b) Employees should also be aware that should the City learn of the identity of an anonymous complainant, the City cannot guarantee that their identity will remain confidential, if the City determines in its discretion that disclosure is necessary to complete the investigation.

(c) The City will take all reasonable steps available to maintain the confidentiality of all complaints of discrimination, harassment, retaliation, and abusive conduct, as well as all information gathered during an investigation. However, the City retains sole discretion to determine whether disclosure of information is necessary to complete the investigation.

(d) All employees involved in the investigation of discrimination, harassment, retaliation, or abusive conduct complaints as either investigator(s), complainant(s), witness(es), or accused are required to keep all information related to the investigation confidential except as may be needed to consult legal counsel or an association representative (if any). Revealing such information is grounds for disciplinary action, except as expressly permitted by law, such as in discussion with a legal or employee representative.

SEC. 16.5 EMPLOYEE'S DUTY TO DISCLOSE BENEFITS RECEIVED

Employees are hereby informed that no supervisor, manager, or officer of the City, or other person or entity doing business with the City, is authorized to expressly or impliedly condition the receipt or denial of any benefit, compensation, or other term or condition of employment on an employee's acquiescence to any sexual demand.

To the contrary, all employees are instructed that they must refuse such demands and report them promptly either to their immediate supervisor, ~~the~~ Human Resources ~~Department~~, or to the City Manager. Any employee who is found to have accepted any benefit from the City because ~~he/she~~they submitted to an unreported sexual demand will be disciplined appropriately, including but not limited to, reimbursement for the value of any benefits received. Any employee making such a demand will be similarly disciplined.

SEC. 16.6 ADDITIONAL ENFORCEMENT INFORMATION

In addition to the City's internal complaint procedure, employees should also be aware that the Equal Employment Opportunity Commission ("EEOC") and the Department of Fair Employment and Housing ("DFEH") investigate and prosecute complaints of discrimination, harassment, and/or retaliation in employment.

Employees can contact the EEOC as follows:

San Francisco City Office
450 Golden Gate Avenue
5 West P.O. Box 36025
San Francisco, CA 94102-3661
800-669-4000 | 510-735-8909 (TTY)
www.eeoc.gov

San Jose Local Office
96 N. Third St., Suite 250
San Jose, CA 95112
800-669-4000 | 800-669-6820 (TTY)
www.eeoc.gov

Employees can contact the DFEH as follows:

Bay Area Regional Office
39141 Civic Center Drive, Suite 250
Fremont, CA 94538
800-884-1684 | 800-700-2320 (TTY)
www.dfeh.ca.gov

SEC. 16.7 TRAINING AND POLICY DISSEMINATION

A. All employees who are hired by the City will be given a copy of this Policy, and will receive guidance from the City on its provisions and the City's commitment to provide a workplace free from discrimination, harassment, and retaliation.

B. All employees will be trained in accordance with applicable requirements of the Fair Employment and Housing Act (Government Code § 12950.1) and implementing regulations.

Non-Supervisory Employees: Non-Supervisory employees will receive training lasting for a minimum of one (1) hour, within six (6) months of their assumption of a position, and will be trained once every two (2) years on matters relating to the prevention, reporting and correction of harassment, discrimination and retaliation. Seasonal and temporary employees may receive the above one-hour training if they are directly hired by the City.

Supervisory Employees:

1. All supervisory employees will be trained once every two (2) years on matters relating to the prevention, reporting, and investigation of harassment, discrimination, and retaliation. Further, individuals appointed to supervisory positions from a non-supervisory position or as a new employee shall receive training within six (6) months of their hiring or assumption of the supervisory position.

2. Supervisory training will last for a minimum of two (2) hours.

3. Supervisory training will be conducted in a classroom or other interactive setting and will, at a minimum, cover the following topics:

   4.(a) Information and practical guidance regarding federal and state statutory laws about sexual harassment;

   (a)(b) Information about the correction of sexual harassment and the remedies available to victims of sexual harassment; and

   (b)(c) Practical examples aimed at instructing supervisors in the prevention of harassment, discrimination, and retaliation.;

~~(c)~~(d) Information and practical guidance regarding the prevention of abusive conduct, which is defined as follows: conduct of an employer or employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct may include, but is not limited to, repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance.

RULE 17. DRUG FREE WORKPLACE

SEC. 17.1 PURPOSE

It is the City's goal to create a healthy and safe working environment in order to deliver the best and most efficient services to the members of the City. It is the responsibility of all employees of the City to cooperate in efforts to protect the life, personal safety, and property of co-workers and members.

Substance abuse has been found to be a contributing factor to absenteeism, substandard performance, increased potential for accidents, poor morale, and impaired public relations. It is the goal of this policy to prevent substance abuse, including alcohol abuse, in the workplace by clearly stating employee responsibilities relative to substance abuse and by providing managers and supervisors with guidelines and procedures for the detection of such abuse and the enforcement of related rules. Accordingly, employees must take all reasonable steps to abide by and cooperate in the implementation and enforcement of these policies and regulations.

The City encourages employees who believe that they may have a drug or alcohol problem to voluntarily seek counseling, assistance, and/or rehabilitation, and will be supportive of those employees who voluntarily seek help before the City discovers that the employee has a drug or alcohol problem. Employees who think they may have an alcohol or drug usage problem are urged to voluntarily seek confidential assistance through the City's Employee Assistance Program (E.A.P.) However, the City will be equally firm in identifying and disciplining those employees who are substance abusers and do not seek help before performance issues arise or other misconduct occurs.

Alcohol and/or drug abuse will not be tolerated on or off the job for any employee, and disciplinary action, up to and including termination, will be used as necessary to achieve the goal of eliminating substance abuse in the workplace.

As required by the Drug-Free Workplace Act of 1988, this policy provides guidelines for the detection and deterrence of alcohol and drug abuse. It also outlines the responsibilities of City Manager and employees. To that end, the City will act to eliminate any substance abuse (alcohol, illegal drugs, prescription drugs or any other substance which could impair an employee's ability to safely and effectively perform the functions of the particular job) that increases the potential for accidents, absenteeism,

substandard performance, poor employee morale or damage to the City's reputation. All employees and applicants should be aware that violations of this policy may result in discipline, up to and including termination, or in not being hired.

SEC. 17.2 APPLICABILITY

This policy applies to all employees of and to all applicants for positions with the City. This policy applies to alcohol and to all substances, drugs, or medications, legal or illegal that could impair an employee's or officer's ability to effectively and safely perform the functions of the job.

Certain City employees are also subject to the Omnibus Transportation Employee Testing Act of 1991 (Pub. L. No. 102-143, 105 Stat. 952, as amended), which requires alcohol and drug testing of safety-sensitive transportation employees who are required to have a commercial driver's license (49 CFR Parts 40, 382, 391, 392, and 395, as amended). Employees who are required to have commercial driver's licenses are covered by this Policy, except to the extent that it conflicts with any other District policy or state or federal law governing drug testing of employees required to possess a commercial driver's license.

SEC. 17.3 RESPONSIBILITY

It is the responsibility of all employees to understand and abide by the provisions of this policy. It is the responsibility of managers and supervisors to ensure that all employees and officers abide by the provisions of this policy.

SEC. 17.4 DEFINITIONS

A. Alcohol or Alcoholic Beverage. Any liquid containing ethyl alcohol (ethanol) and/or any beverage that has alcoholic content in excess of 5% by volume.

B. Applicant. Any person applying for employment with the City who has been extended a conditional offer of employment.

C. Controlled Substance. Any drug that is classified by the federal Drug Enforcement Administration into the five schedules or classes on the basis of their potential for abuse, accepted use, and accepted safety under medical supervision. Examples of controlled substances include, but are not limited to, marijuana/cannabis metabolites, cocaine metabolites, opiate metabolites, amphetamines, and phencyclidine (PCP).

D. Drug(s). Any substance (other than alcohol) or metabolite capable of altering the mood, sensory perception, cognitive abilities, motor skills, reaction time, rationality or judgment of the individual in whose body it is present. The term "drug" refers to both Legal and/or illegal drugs, as defined herein.

E. Drug Paraphernalia. Any device or instrument used for injecting, smoking, consuming, or otherwise administering a controlled substance or legal and/or illegal drug, which includes, but is not limited to, the items set forth in California Health and Safety Code Section 11364.

F. Human Resources ~~Department~~Division. The City's ~~Human Resources~~Administrative Services Director or their designee.

G. Prescription Drug. Any substance lawfully prescribed by a licensed or regulated professional for consumption or use.

H. Illegal Drug. A controlled substance, a legal drug which has not been legally obtained, or a legal drug which was legally obtained, but that is being sold or distributed unlawfully.

I. Legal Drug. Any drug, including any prescription drug or over the counter drug, that has been legally obtained and that is not unlawfully sold or distributed.

J. Impaired. Diminished capacity, ability, mental acuity, or performance.

K. Intoxicant. Any substance (including alcohol and/or alcoholic beverages) or metabolite capable of altering the mood, sensory perception, cognitive abilities, motor skills, reaction time, rationality or judgment of the individual in whose body it is present.

L. Reasonable Suspicion. A belief based upon objective facts sufficient to lead a reasonably prudent person to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform their job safely is reduced. For example, any of the following, alone or in combination, may constitute reasonable suspicion:

1. Slurred speech;
2. Alcohol odor on breath, or other observed odor from an employee that is customarily associated with drug or alcohol use;
3. Unsteady walking and movement;
4. Physical impairment (e.g., glassy eyes, eye dilation, shaking, or erratic movement);
5. An accident involving damage to City property or personal injury;
6. Physical altercation;
7. Verbal altercation;
8. Unusual behavior;

9. Job impairment;

10. Possession of alcohol or drugs; or

11. Information obtained from a reliable source with personal knowledge.

M. City Manager. The City Manager or their designee.

N. Under the Influence of Drugs or Alcohol. The use of (1) any alcoholic beverage; (2) any illegal drug or substance, or (3) the use or misuse of any legal drug, in a manner and to a degree that impairs the employee's work performance or ability to use the City's property or equipment safely.

SEC. 17.5 POLICY

A. Employee Responsibilities. An employee must:

1. Sign and submit to their immediate supervisor or the ~~Human Resources~~Administrative Services Director the Acknowledgement of Receipt of Drug-Free Workplace Policy, noting specifically that the employee has read, understood, and agreed to abide by the provisions of this policy as a condition of continued employment.

2. Not report to work or be subject to duty (on standby) while under the influence of alcohol and/or any alcoholic beverages. Employees shall not consume, use, possess, or be under the influence of alcohol and/or alcoholic beverages while on the City premises, on the City property, or in a City vehicle or at any time while on duty, during meal or rest periods, while on-call, while on stand-by or while wearing a City uniform.

3. Not report to work or be subject to duty while under the influence of drugs whenever the use of the legal drug might do any of the following:

(a) Endanger the safety of the employee or another person;

(b) Pose a risk of significant damage to the City's property or equipment; or

(c) Substantially interfere with the employee's job performance or the safe or efficient operation of the City's business or equipment.

(d) Also, employees shall not consume, use, possess, or be under the influence of any illegal drugs or intoxicants while on City premises, on City property, or in a City vehicle or at any time while on duty, during meal or rest periods, while on stand-by or while wearing a District uniform.

4. Notify their supervisor, Department Head and/or the ~~Human Resources~~Administrative Services Director, before beginning work, when taking any medication or legal drugs, prescription or non-prescription, which may interfere with the safe and effective performance of duties or operation of City equipment. An employee who is unsure if a drug might impair their ability to perform the job properly and safely must advise their supervisor or Department Head of the potential concern before beginning work. In doing so, employees are not required to disclose the name of a medication or the medical reason for taking the drug, but may instead focus on the potential for impairment in relation to assigned job duties.

5. Not manufacture, possess, use, trade, offer to sell, sell, or buy drugs or alcohol during working hours or while subject to duty (on stand by), on breaks, during meal periods, or anytime while on the City's property or wearing a City-issued uniform. This policy is not intended to prevent an employee from lawful possession, purchase or use of prescribed and/or over the counter drugs that do not impair the employee's work performance or ability to use the City's property or equipment safely.

6. Not store in a locker, desk, automobile, or other repository on the City's property, any alcohol or illegal drug. This policy is not intended to prevent an employee from possessing alcoholic beverages in sealed containers in their personal vehicle. Nor is this policy intended to prevent presentation of alcohol as a gift.

7. Not directly or through a third party sell or provide drugs or alcohol to any person, including any employee, while either employee or both employees are on duty or subject to duty. This policy is not intended to prevent an employee from possessing alcoholic beverages in sealed containers in their personal vehicle. Nor is this policy intended to prevent presentation of alcohol as a gift, where otherwise permitted.

8. Submit to an alcohol and/or drug test when requested to do so by the employee's Department Head in accordance with the guidelines set forth in this policy.

9. Provide, within 24 hours of a request, bona fide verification of a current, valid prescription for any potentially impairing drug or medication identified when a drug test is positive. The prescription must be in the employee's name.

10. File an "Employee Report of Conviction for Violating Criminal Drug Statutes in The Workplace" form with ~~the~~ Human Resources ~~Department~~ within five (5) days of such conviction.

B. City Responsibilities.

1. The City Manager, in consultation with Human Resources, is responsible for reasonable enforcement of this policy.

2. The City Manager or supervisor, after consulting with Human Resources, may request that an employee submit to a drug and/or alcohol test in accordance with the guidelines set forth in this policy.

3. Whenever an employee refuses an order to submit to a drug or alcohol test upon appropriate request, the employee will be reminded of the requirements of this policy and the disciplinary consequences for their refusal. Such refusal may be considered insubordination and grounds for disciplinary action up to and including termination.

4. Where there is reasonable suspicion that an employee is under the influence of drugs or alcohol, the employee will be detained for a reasonable time until the employee can be safely transported home at the employee's own cost.

5. Employees must not physically search the person of another employee, nor may they search the personal possessions of another employee without that employee's consent in the presence of the City Manager or the ~~Human Resources~~Administrative Services Director.

6. Supervisors must notify ~~the~~ Human Resources ~~Department~~ when they have reasonable suspicion to believe that an employee may have illegal drugs in their possession or in an area not jointly or fully controlled by the City. If ~~the~~ Human Resources ~~Department~~ concurs that there is reasonable suspicion of illegal drug possession, ~~the~~ Human Resources ~~Department~~ may notify the appropriate law enforcement agency.

C. Rehabilitation.

1. General. The City encourages those employees who think that they may have a problem with abusing drugs and/or alcohol to seek assistance and rehabilitation at an early date, prior to notification of alcohol/drug testing, prior to performance issues or other misconduct associated with abuse, and prior to any other means of discovery by the City of the employee's drug and/or alcohol problem. However, the City reserves the right to discipline employees, up to and including termination, who are discovered to have a problem with abusing drugs or alcohol, and do not come forward for help prior to the City's discovery or the City's demand that the employee submit to a drug or alcohol test.

2. Employee Assistance. The Employee Assistance Program (E.A.P.) is available to assist employees in their efforts to overcome

problems with drugs and/or alcohol abuse. Information pertaining to such programs may be obtained by contacting ~~the~~ Human Resources ~~Department~~.

3. Voluntary Referral. If done prior to the City's discovery of or request for a drug or alcohol test, an employee's effort to voluntarily seek treatment or rehabilitation for the first time, will not be used as the basis for disciplinary action. However, the City may in such cases require employees to comply with the provisions of the Last Chance Agreement and Follow-Up Testing.

4. Leave of Absence. If necessary, the employee may be granted a leave of absence in order to participate in treatment and rehabilitation. Such a leave of absence will be unpaid and subject to the requirements of applicable state/federal laws and the City's Personnel Rules regarding unpaid leaves of absences. An employee is required to exhaust all paid leaves prior to being granted an unpaid leave of absence for the purpose of receiving treatment and rehabilitation. Where permitted by applicable law, the City reserves the right to deny such leave if granting the leave would impose an undue hardship on the City.

5. Last Chance Agreement. The City has the discretion to allow employees who are undergoing treatment or rehabilitation to sign a Last Chance Agreement in lieu of termination for work-related drug or alcohol use. A Last Chance Agreement is a condition of continued employment, in which the employee promises to complete the treatment or the rehabilitation program and to comply with other specified terms. If the employee refuses to sign the Last Chance Agreement or violates the agreement, the employee will be subject to disciplinary action up to and including termination.

6. Follow-Up Testing. An employee entering a rehabilitation or treatment program may be required to submit to random testing for up to one (1) year after completion of the program. If the employee fails to comply or if further substance abuse is detected upon such testing, the employee may be subject to disciplinary action up to and including termination.

D. Drug Testing Guidelines.

1. Drug Testing. Employees subjected to a drug test will be tested by submitting to a urinalysis test. The urinalysis test will be administered by a medical facility designated by the City, according to its testing protocol. The drug test will test for the following classes of drugs: amphetamines, cocaine, THC, methamphetamine, opiates.

(a) Medical Marijuana. The City recognizes that the State of California has legalized the use of marijuana for certain medical uses as well as recreational use. However, in accordance federal law, the City treats medical marijuana the same as any other illegal drug that is subject to regulation under this Policy. The City reserves the right to take any action under this policy when the drug involved is marijuana, whether it is used for medical or non-medical purposes.

2. Alcohol Testing. Employees subjected to an alcohol test will be tested by submitting to a breathalyzer test. The breathalyzer test will be administered by the medical facility designated by the City, according to its testing protocol.

3. Pre-Employment Examinations.

(a) Required. Certain pre-employment physical examinations will include drug and alcohol testing. No drug or alcohol test will be administered prior to the applicant receiving a conditional offer of employment. Only safety sensitive positions or those positions that interact with children will be subject to this section. The City will designate whether the position is safety sensitive or interacts with Children in the job announcement. For purposes of pre-employment drug/alcohol testing, this includes the following categories of positions:

Safety-Sensitive. Safety-sensitive positions include those positions with duties that are fraught with such risks to others that even a momentary lapse of attention can have disastrous consequences.

Interaction with Children. Positions that include interaction with children are those in which employees are directly responsible for protecting children or have continuous interaction or supervision that puts them in a position of influence over children.

(b) Results. A positive result for a drug and/or alcohol analysis may result in the applicant not being hired. If a drug screen is positive at the pre-employment physical, the applicant may be requested to provide, within twenty-four (24) hours of the request, bona fide verification of a valid current prescription for the drug identified in the drug screen. If the prescription is not in the applicant's name, or if the applicant does not provide acceptable verification, or if the drug is one that is likely to impair the applicant's ability to perform the job duties, the applicant may not be hired.

SEC. 17.6 ALCOHOL/DRUG TESTING OF EMPLOYEES

A. Cause. With the exception of the pre-employment drug and alcohol tests, employees will only be required to submit to drug and/or alcohol tests in the following circumstances:

1. When the City Manager, the ~~Human Resources~~Administrative Services Director, or supervisor has a reasonable suspicion that the employee is under the influence of drugs or alcohol while on the job or subject to being called to the job.

2. When the City Manager, the ~~Human Resources~~Administrative Services Director, or supervisor has a reasonable suspicion that the employee is in possession of drugs and/or alcohol in a manner which is in violation of this policy.

3. When an employee who suffers a work-related injury, which requires medical treatment other than first aid may be required to submit to a drug and/or alcohol test at the time they receive medical treatment for their injuries.

4. When the employee is subjected to Return to Duty and/or Follow-Up Testing following the employee's return from rehabilitation and/or treatment.

B. Documentation. When the City Manager, the ~~Human Resources~~Administrative Services Director, or supervisor requests that an employee submit to a drug and/or alcohol test based on reasonable suspicion, that person must document in writing the facts constituting the reasonable suspicion that the employee in question is under the influence of drugs and/or alcohol. When possible, the employee's behavior should be witnessed and separately documented by another supervisor.

C. Prerequisite**.** Prior to the administration of any drug or alcohol testing, the City's designated physician and/or the City Manager, the ~~Human Resources~~Administrative Services Director, or supervisor will attempt to obtain from the employee to be tested a completed and signed consent form. This form will provide the employee's consent in writing to physical and/or psychological examination and testing and will authorize the release of such information by the physician to the City. Refusal by the employee to sign a consent form is considered insubordination and may be grounds for disciplinary action, up to and including termination.

D. Results. If the drug screen is positive, the employee may be requested to provide, within twenty-four (24) hours of the test results, bona fide verification of a valid current prescription for the drug identified in the drug screen. The prescription must be in the employee's name.

E. Confidentiality. Laboratory reports and test results will not be included in an employee's general personnel file. Information of this nature will be contained in a separate confidential medical folder that will be securely kept under the control ~~the~~ Human Resources ~~Department~~. The reports or test results may be disclosed to supervisors on a strictly need-to-know basis and to the tested employee upon request.

Disclosures, without employee consent, may also occur when:

1. The information is compelled by law or by judicial or administrative process;

2. The information has been placed at issue in a formal dispute between the City and the employee;

3. The information is to be used in administering an employee benefit plan; or

4. The information is needed by medical personnel for the diagnosis or treatment of the employee, when the medical personnel is unable to authorize the disclosure.

F. Disciplinary Action. Disciplinary action, up to and including termination, may be taken against an employee for any violation of this policy, including, but not limited to the following reasons:

1. Failure to comply with any of the Employee Responsibilities set forth in this policy.

2. Positive results from a drug and/or alcohol test.

3. Refusal to be tested in accordance with this policy.

4. Violation of or refusal to enter into a Last Chance Agreement.

SEC. 17.7 CONSTITUTIONALITY

It is the intent of this policy statement to conform to state and federal constitutional guarantees. Should any provision of this policy statement not conform to statutory, constitutional or court restrictions, such non-conforming provision(s) will not be enforced.

RULE 18. PERSONNEL FILES AND RECORDS

SEC. 18.1 IN GENERAL

The City maintains a personnel file on each employee. An employee's personnel file will contain only material that the City determines is necessary and relevant to the administration of the City's personnel program. Personnel files are the property of the

City, and access to the information they contain is restricted, subject to, and in accordance with, this Policy.

A. Inspection of and Obtaining a Current or Former Employee's Personnel File.

1. A current or former employee wishing to inspect/ obtain copies of their personnel file must submit a written request to ~~the~~ Human Resources ~~Department~~, along with reasonable proof of identity. A current or former employee who seeks to authorize another person to inspect copies of their personnel file must provide a satisfactory written authorization for inclusion with the written request along with proof of identity. Reasonable proof of identity may be required at the time of in-person pick up of requested documents.

2. The City shall issue a written notice setting a date for inspection of the personnel file within thirty calendar days of receipt of the request, to take place during normal business hours. With the requesting person's written consent, the date for inspection may be extended on one occasion by up to five (5) calendar days. If the requesting person is a former employee who was terminated for violation of City policy or law involving harassment or workplace violence, the City shall have discretion to mail a copy of the personnel file at the City's expense instead of scheduling an in-person inspection.

3. The City shall issue a written notice setting a date on which the requested copies may be picked up in person during normal business hours and identifying the cost of reproduction that must be paid to the City at the time of pick up. The date for in-person pick up of the documents shall be no more than thirty calendar days after receipt of the request by the City. With the requesting person's written consent, that date may be extended on one occasion by up to five (5) calendar days. If the requesting person is a former employee who was terminated for violation of City policy or law involving harassment or workplace violence, the City shall have discretion to mail a copy of the personnel file at the expense of the City instead of scheduling an in-person pick up.

4. A current employee may inspect their personnel file at the place the employee reports to work, or may instead consent to inspect their personnel file at City Office without loss of compensation. Inspection by former employees and authorized representatives shall take place at the Human Resources office, unless otherwise mutually agreed in writing by the City, and may require additional reasonable proof of identity.

5. A designated City employee must be present throughout the inspection. Neither personnel files nor contents of personnel files

shall be removed from the place of inspection without advance written authorization from the ~~Human Resources~~Administrative Services Director.

6. If the requesting person chooses delivery by mail instead of in-person pick up, the notice provided by the City shall also identify the additional actual postage expenses for which the requesting person must reimburse the City prior to receipt of the copies.

B. Limits on Frequency of Exercise of Rights to Inspect or Receive Copies of Personnel Files.

1. Current employees shall be entitled to exercise rights under this policy to inspect and obtain copies of personnel records at reasonable intervals upon reasonable notice in accordance with this policy.

2. Former employees shall be entitled to exercise rights under this policy to inspect or receive copies of their personnel records once per year.

3. The City shall comply with a maximum of fifty (50) requests per month filed under this policy by one or more representatives of current Employees.

C. Access to Personnel Records by Department Directors

1. Department Directors shall have access to all records, documents, and papers pertaining to employees in their department, if the examination shall aid in the discharge of their duties. All personnel records are confidential, and the Department Director shall maintain this confidentiality.

2. Each employee is responsible for keeping their file up to date by notifying ~~the~~ Human Resources ~~Department~~ of any changes to relevant personal information, including, but not limited to change of address, contact information, emergency contact information, and number and names of dependents for health benefit maintenance.

D. Personnel Action Form.

Every appointment, transfer, promotion, demotion, termination, or any other temporary or permanent change in status of employees shall be reported to ~~the~~ Human Resources ~~Department~~ in such manner as prescribed. A Personnel Action Form shall include the employee's name, title of position held, the department to which assigned, salary, changes in employment status, residence data, and such other information as may be considered pertinent. Signature of the ~~Human Resources~~Administrative Services Director shall be included on Personnel Action Forms as a result of an appointment, promotion, demotion, transfer and termination. A copy of the Personnel Action Form

shall be included in the employee's personnel file. A copy of the form shall be delivered to Finance before payment is made to the appointee.

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~~**RULE 19. POLICY ON THE USE OF ELECTRONIC COMMUNICATIONS**~~

~~**SEC. 19.1 PURPOSE**~~

~~A. The City is making every effort to provide its employees with the best technology available to conduct the City's business. In this regard, the City has installed, at substantial cost, equipment such as computers and advanced technological systems such as electronic mail (E-mail) for use to conduct its official business.~~

~~B. This Policy was created to advise all users regarding the access to and the disclosure of information created, transmitted, received and stored via the use of land-line telephones, City-owned cellular phones, the Internet, City e-mail, computer systems, and Electronic Storage Systems. This policy also identifies the appropriate use of City cellular phones, ownership of City cellular phones, and address privacy of any data contained on or transmitted using City cellular phones, as outlined under this policy.~~

~~C. The City's Policy regarding the use of the Electronic Communications Systems, including, but not limited to, Internet, intranet, and E-mail is, among other things, intended to guide employees on the performance of their duties. This Policy is also intended to place all users on notice that they should have no expectation of privacy when using any of the City's Electronic Communications Systems.~~

~~D. The City reserves the right to monitor Internet use, all e-mail, and other computer transmissions, land-line telephones, City-owned cellular phones, as well as any stored information, created, or received by users within any of the City's Electronic Communications Systems. The reservation of this right is to ensure that public resources are being used appropriately and to ensure that the City's Electronic Communications Systems are operating as efficiently as possible in order to protect the public interest. All computer applications, programs, and any information—whether work-related or personal, created or stored by users on City's Electronic Communications Systems—are City Property.~~

~~E. This Policy applies to all employees of the City and to any person who is given access to the City's Electronic Communications Systems. No person shall access the City's Electronic Communications Systems without reading and complying with the procedures set forth in this Policy.~~

SEC. 19.2 DEFINITIONS

A. Cellular Phone (Mobile Phone). A type of short-wave analog or digital telecommunication in which a subscriber has a wireless connection from a mobile telephone to a relatively nearby transmitter. Types of cellular phones include Digital/Analog, satellite, Wi-Fi, as well as Smartphones such as Blackberry, iPhone, and other data-enabled phones including devices equipped with direct connect functionality.

B. Electronic Communications. Any transfer of signs, signals, writing, images, sounds, data, or intelligence of any nature transmitted in whole or part by a wire, radio, electromagnetic, photoelectric, or photo optical system, including but not limited to telephone calls, cellular phone calls, fax machine transmissions, text messages, and e-mail.

C. Electronic Communications Systems. All electronic equipment, devices, software, data, and/or other means of electronic communication (either furnished by the City or property of the employee used to conduct City business), including, but not limited to computer hardware and software, telephones, fax machines, cellular telephones, pagers, e-mail, Internet/World Wide Web, voice mail, personal digital assistants, and tablets. It also includes any wire, radio, electromagnetic, photo optical, photo electronic facilities for the transmission of Electronic Communications, and any computer facilities or related electronic equipment for the Electronic Storage of such communications as well as any newly created devices yet to be created.

D. Electronic Mail (E-mail). E-mail may include non-interactive communication of text, data, images or voice messages between a sender and designated recipient(s) by systems utilizing telecommunications links. It may also include correspondence transmitted and stored electronically using software facilities called “e-mail”, “facsimile” or “instant messaging” system; or voice messages transmitted and stored for later retrieval from a computer system.

E. Electronic Storage Systems. Any stored data, wire or Electronic Communication incidental to electronic transmission thereof. It also means any stored communications by an Electronic Communications service for purposes of backup protection of such communication.

F. Hands-free. An adjective used to describe a device that can be used without the use of hands; most commonly used with mobile phones. Hands-free devices are equipped with both a speaker and a microphone. Common examples of hands-free devices are mobile headsets and earpieces, which can be wired or wireless, as well as blue-tooth devices, which use wireless technology to exchange data over short distances.

G. Messaging (Instant / Text (SMS) / PIN). A text-based conference over telecommunication lines such as the Internet and/or cellular frequencies

between two or more people who may or may be connected at the same time.

H. Internet. Internet refers to a worldwide network of networks, connecting informational networks communicating through a common communications language or "protocol."

I. Landline. Landline refers to Standard telephone and data communications systems that use in-ground and telephone pole cables in contrast to wireless cellular and satellite services.

J. Smartphone. A cellular phone that is characterized as a wireless telephone set with special computer-enabled features, such as e-mail, text-messaging, Internet, Web browsing, fax, PIM, and LAN connectivity that provides computing and information storage and retrieval capabilities for personal or business use. Examples include Blackberry, iPhone, and other data-enabled devices running software such as Windows Mobile and Android.

K. Social Networking Sites. Any web-based URL site that allows for the public or private posting of messages, photos or video. Social networking sites include, but are not limited to, Facebook, LinkedIn, Twitter, YouTube, Yelp, and Instagram.

L. Standards. Departmental directions or instructions describing how to achieve policy.

M. Users. Any person using the City's Electronic Communications Systems.

N. Vendors. Any private person or business enterprise doing business with the City.

O. Wi-Fi cellular phone. A cellular telephone that can automatically switch between conventional cellular and Wi-Fi VoIP modes, even during the course of a conversation. A Wi-Fi LAN acts, in effect, as a cellular repeater for such a phone.

P. Litigation Hold. Litigation Hold, also known as "legal hold," is used to preserve mailbox items, data and information stored on Electronic Storage Systems for discovery before and during legal proceedings, investigations or similar events. The goal is to preserve mailbox items from inadvertent or purposeful modification or deletion by the mailbox owner or any user with mailbox access, as well as automated deletion processes. Items in litigation hold are returned when discovery searches are performed.

Q. Public Record. Any record relating to the conduct of the public's business prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics.

R. Records Retention Schedule. The most current protocol or schedule, approved by the Council, related to the retention or destruction of the City records.

SEC. 19.3 POLICY AND PROCEDURES

A. Access of Electronic Communications Systems.

1. No regular, probationary, temporary, seasonal, or contractual City employee or volunteer shall access the City's Electronic Communications Systems without reading and complying with the procedures set forth in this Policy.

2. All employees, official, contractors, interns and volunteers provided access to the City's Electronic Communications Systems, Electronic Communications, and Electronic Storage shall be given a copy of this and all related technology policies and shall sign an acknowledgement of the policies recognizing the parameters for compliance.

B. No Right of Privacy.

1. The City respects the individual privacy of its employees. However, employee privacy does not extend to the employee's work-related conduct or to the use of City-provided equipment or supplies. Employees should be aware that the terms of this Policy limit their privacy in the workplace.

2. 2. The City's Electronic Communications Systems, Electronic Communications, and Electronic Storage are City property and are intended for City business. All Electronic Communications and Electronic Storage within these systems are the property of the City, regardless of the content, including any personal communications. The City reserves the right to monitor the Electronic Communications Systems for any reason at any time without notice to the user(s), including the right to review, audit, and disclose all matters and content sent over and/or stored on Electronic Communications Systems.

3. As a result, employees should be aware that no Electronic Communications transmitted on the Electronic Communications Systems, or Electronic Storage contained within the systems, is private or confidential. Employees should have no expectation of privacy with respect to any use, including storage, business or personal, of the City's Electronic Communications Systems.

4. Employees should be aware that Electronic Communications and/or Electronic Storage can be copied, modified, and/or forwarded to others without the express permission of the original author.

Therefore, employees must use caution in the storage, transmission, and dissemination of Electronic Communications outside of the City and must comply with all state and federal laws.

5. Electronic Communications and/or Electronic Storage of the City may be recognized as official records in need of protection/retention in accordance with state and federal laws. All electronic communications are subject to the Personnel Rules and all state and federal laws, including but not limited to the California Public Records Act, open meeting laws, and the federal Electronic Communications Privacy Act.

C. Passwords.

All passwords created by the user or issued to the user are for the purpose of communication and are not to be shared, given, or otherwise disclosed to any other person. Passwords must not be shared and may be changed periodically by the City to ensure security. All security features contained within the City's Electronic Communications Systems such as passwords, codes, or delete functions will not prevent the City from accessing employees' business or personal Electronic Communications, stored or otherwise, on the City's Electronic Storage Systems.

D. Appropriate Use of Electronic Communications Systems.

The City's Electronic Communications Systems are designed to facilitate City business and communication through the appropriate use of the Electronic Communications Systems and Electronic Storage thereon. The City values its Electronic Communications Systems and Electronic Storage, and takes measures to safeguard them from corruption and illegal use, and to protect the City from any possible liability due to illegal use of the Electronic Communications Systems and Electronic Storage.

1. No user shall access the City's Electronic Communications Systems without reading and complying with the procedures set forth in this Policy.

2. All users requesting authorization to access the City's Electronic Communications Systems, Electronic Communications, and/or Electronic Storage shall be given a copy of all related technology policies and shall sign an acknowledgement of the policies recognizing the parameters for compliance with those policies.

E. Improper Use of Electronic Communications Systems.

It is the responsibility of each City employee to use the City's Electronic Communications Systems in a professional and courteous manner. The City forbids the use of its Electronic Communications Systems in a manner that violates any law, regulation, ordinance, or policy or procedure of the City. Electronic Communications Systems should not be used in any way that is offensive, harmful, or insulting to any person. Examples of prohibited uses include, but are not limited to:

1. Illegal activities;

2. Solicitation of funds;

3. Political messages or transmissions;

4. Messages or transmissions that violate the City's Policy Against Harassment, Discrimination, Retaliation and Abusive Conduct based on gender, genetic characteristics or information, race, color, national origin, ancestry, religion, creed, sex, physical or mental disability, medical condition, marital status, sexual orientation, gender expression or identity, age, pregnancy, childbirth, or related medical condition, military or veteran's status, or any other basis protected by applicable federal, state or local law;

5. Messages or transmissions that violate the City's personnel rules, and/or another policy of the City, including, but not limited to, policy against workplace violence or drug-free workplace policies; or

6. Any other message or transmissions which are in any way inappropriate.

F. Personal Use of Electronics Communications Systems.

The City's Electronic Communications Systems are primarily for conducting City business. Limited, occasional, or incidental use of the electronics communications systems (either furnished by the City or property of the employee) for personal, non-business purposed is permitted only under the following circumstances:

1. Personal use may not interfere with the productivity of the employee or their co-workers;

2. Personal use may not involve any prohibited activity described in this Policy;

3. Personal use may not involve conduct that is prohibited under other City Policy or Rule;

4. Personal use may not disrupt or delay the performance of City business;

5. Personal use may not consume City resources or otherwise deplete system resources available for City business purposes;

6. Personal use may not be used for personal employee gain or commercial ventures;

7. Personal use may not support or advocate non-City-related business purposes.

If an employee's personal use of the City's Electronic Communications Systems results in a cost to the City, the cost must be reimbursed to the City by the employee.

G. Retention of Electronic Communications.

1. All E-mail maintained on a City owned or furnished Electronic Communications Device or City controlled and maintained Electronic Communications System or stored on a City controlled or maintained Electronic Storage System is potentially a public record under California Public Records Act, Accordingly, employees and officials have the same responsibility for E-mail as for any other public record subject to the guidelines established under this Section.

2. No electronic communication shall be considered by the City to be retained in the ordinary course of business, with the exception of electronic communication containing content required to be retained by law. It is the responsibility of the creator to determine if an electronic communication sent internally should be classified as a record that requires retention in accordance with the City approved Records Retention Schedule. It is the responsibility of the recipient of an electronic communication received from outside City sources to determine if an electronic communication should be classified as a record that requires retention in accordance with the City Council approved Records Retention Schedule. Once retention status is determined, transfer of the electronic communication to a printed hard copy is required prior to deletion or purge from the electronic communication system.

3. Categories of E-mail: E-mail generally falls within two broad categories: transitory messages and public records of lasting value. Questions about the proper classification of a specific E-mail, record, or piece of information should be directed to the employee's supervisor or Department Head. City officials should consult with the City Manager or City Attorney.

(a) Transitory Messages:

An E-mail should be categorized as a "transitory message" when it is a routine communication or information exchange; does not have lasting value; does not document City business that should be preserved for future reference; and conveys information of limited important, in lieu of oral communication and has very limited administrative value.

Transitory messages include notices of meetings or events, internal requests for information, minor announcements about employee activities, listserve messages, personal messages, phone messages, and invitations.

Some E-mail may contain information that is more than transitory, but not generally needed beyond a limited period or maintained in the ordinary course of business. Examples include preliminary drafts, notes, memos, and some routine correspondence. Such E-mail may be deleted after the default retention period established below, but before the minimum two-year retention period for public records of lasting value, when the information is no longer needed for operational purposes and has limited historical significance or value.

Transitory messages should be read and deleted from the applicable City Electronic Communications System or Electronic Storage System within 30 days of receipt.

When job requirements necessitate retention for periods longer than 30 days, transitory messages should be moved off the applicable City Electronic Communications System or Electronic Storage System to an appropriate department folder, and deleted when their usefulness has ended.

(b) Public Records of Lasting Value:

An E-mail should be classified as a public record of lasting value when it (1) has operational value, such as administrative actions taken or planned, reports or recommendation, policies, procedures, guideline, templates, and information needed to ensure continuity of operations; (2) is required to be kept by law; (3) has fiscal value or is required for financial reporting and audits; and (4) has historical signification.

E-mail messages that have lasting value should (1) not be stored in an individual user's E-mail folders/files; (2) be electronically stored in a shared public folder on a departmental networked file system as directed by the IT Director; (3) be printed and maintained in hard copy format, if needed; and (4) be retained for at least the minimum two-year period required under the City's Records Retention Schedule.

Only the Department responsible for the retention of a specific type of information or record is required to store and control the disposition of a public record in electronic form. Other recipients should not retain messages longer than required for their respective job or position purposes. When the need no longer exists, the information should be deleted.

4. Default Retention Period.

(a) E-mail in the "deleted items" folder will be automatically deleted after thirty (30) days.

(b) E-mail in mailboxes, including any subfolder, will be automatically deleted after two (2) years.

5. Litigation Holds.

A litigation hold directive will be issued by the City Attorney's Office or City Manager's Office when required by law due to pending or threatening litigation.

A litigation hold directive overrides this Policy, as well as any records retention schedules.

E-mail and accounts of separated employees that have been placed on litigation hold status must be maintained by the IT Department until the hold is released.

No employee or official who has received a litigation hold directive may alter or delete an E-mail that falls within the scope of that hold. Such individuals will also be required to provide access to or copies of any Electronic Communications that they have downloaded and saved, or moved to some other storage account or device.

H. Access of Another Person's Electronic Communications.

Employees may not intentionally intercept, eavesdrop on, record, read, alter, retrieve, receive, send, or use another person's Electronic Communications and/or Electronic Storage without proper authorization. Employees, including system administrators and Supervisors, may not, without proper authorization, peruse Electronic Communications and/or Electronic Storage of other employees. Proper authorization may be granted as set forth this Policy.

I. Requests for Access to Employee's Data, Messages, and Phone Records.

Requests for access into an employee's individual data, messages, and phone records will be made to the City Manager. The City Manager may grant such request and direct appropriate action.

If the request is made pursuant to a Public Records Act request, then the City Manager may seek assistance of the City Clerk and the IT Director to obtain responsive records, request the employees to conduct a search of any Electronic Communications Device (whether personal or City issued) for such responsive records and request a written statement concerning the results of the search.

J. City-Wide Website Policies.

1. The City website, including all domains owned and maintained by the City, represents a fundamental communication tool for providing critical City information to the public. The goal of the website is to encourage increased participation in City government and to help create a more vibrant community for residents and visitors alike. Toward that end, the development and use of the City's sites are guided by the Web Site Policy.

2. The City Manager is responsible for the creation and implementation of the City website, ensuring compliance with the City's policies regarding the website, and maintaining and securing the City' servers and website.

3. To preserve the public nature of the City's website and to avoid any perception that the City endorses or provides favorable treatment to

any private person or business enterprise (hereinafter collectively referred to as "vendor"), no corporate or commercial logos or links to vendor sites will be allowed on the City's external website, unless such link represents a mission critical partnership and is permitted by the City Manager.

4. Vendors that create or maintain a website for the City must follow all policies established for the City's website.

5. The City's website is for "official use" only. All information disseminated through the City's website must be related to the official duties and responsibilities of employees and City departments.

6. The California Public Records Act applies to information processed, sent and stored on the Internet. Confidential information should not be posted on the City's external website. The City Manager must approve all posted information.

7. No City employee or official may use any City website for campaign-related purposes. Such campaign-related purposes include, but are not limited to, the following: statements in support or opposition to any candidate or ballot measure; requests for campaign funds or references to any solicitations of campaign funds; and references to the campaign schedule or activities of any candidate. No City official's website may be linked to any private website related to a candidate's campaign for elective office.

K. Internet Usage Policies.

1. Authorization for Internet Access. Authorization for Internet access must be obtained through the employee's immediate supervisor or Department Head. Once authorization is approved the employee is responsible for the security of their account password and will be held responsible for all use or misuse of their account. Users must maintain secure passwords.

2. General Provisions. The City reserves the right to limit access to certain sites deemed inappropriate. Access may be monitored at the request of a supervisor. Should the need arise; you are obligated to cooperate with any investigation regarding the use of your computer equipment.

Questions regarding confidential or proprietary information should be directed to the City Manager. City management has the right to monitor and log all transactions in or out of the system. All security features contained within the City's Electronic Communication Systems such as passwords, codes, or delete functions will not prevent the City from accessing employees' Electronic Communications, stored or otherwise, on the systems.

3. Appropriate Use of the Internet. Employees who are granted access to the Internet are expected to use this access in a professional and courteous manner. The prohibited uses of Electronic Communications Systems described in this Policy apply to the use of the Internet. All users should be aware that appropriate use of the Internet includes, but is not limited to, the following rules:

(a) Never use an account assigned to another user.

(b) Never make an unauthorized attempt to enter any computer.

(c) Never post, send, or provide access to any confidential City materials or information, unless authorized.

(d) Never post, send or provide videos or still footage taken during working hours and/or during the course of employment to any social networking website.

4. Improper Use of the Internet. Employees should be aware that the improper use of the Internet also includes, but is not limited to:

(a) Disclosing confidential information obtained in the course of employment;

(b) Accessing websites or online content that may degrade, hamper, or impede on the performance and/or capacity of the City's Electronic Communication Systems;

(c) Accessing gross, indecent, obscene, harassing, pornographic, or sexually explicit materials;

(d) Accessing gambling sites;

(e) Accessing illegal drug-oriented sites; and

(f) The representation of yourself as someone else, real or fictional.

5. Accessing social networking sites.

(a) Personal Use of Social Networking Sites. The City does not condone the personal use of social networking sites during the workday or by using City-owned equipment. Employees are also reminded and cautioned that information posted on a social networking site may not be private or confidential. Employees are also reminded and cautioned that information posted on a social networking site may be used as evidence in administrative or legal

proceedings. An employee's use of social networking sites in a manner that violates City Rules or Policies will not be tolerated by the City and may be grounds for disciplinary action, up to and including termination.

(b) Official City Use of Social Networking Sites. The City may elect to use social networking sites to communicate with the public. Such official use of social networking sites is regulated by the City Manager. No department in the City may establish a presence on any social networking site without the advanced approval of the City Manager.

No employee is authorized to post information on behalf of the City on any social networking site without the express, written permission of the City Manager. Unauthorized posting on behalf of the City will not be tolerated.

L. Employee Terms of Use for City-Issued Phones.

City-issued phones are provided for the conduct of City business. All telephone equipment (land-line phones and cellular phones) shall be issued to personnel according to the needs defined in their job description.

The use of phones by employees for making personal calls may be permitted, subject to the provisions of this Policy, if it does not interfere with the conduct of City business. The use of City's phones must be in accordance with the following procedures:

1. All calls should be limited to the shortest amount of time necessary to conduct City business.

2. All City employees must continuously strive to minimize costs.

3. Employees are not allowed to use City-issued phones in an illegal, illicit, or offensive manner.

4. Employees are not allowed to use City-issued phones to conduct personal for-profit business.

5. Safeguarding issued equipment is the responsibility of the individual employee. Misuse or abuse of equipment may be cause for disciplinary action and/or cost reimbursement.

6. Features on cellular phones such as directory assistance, busy signal confirmations, text messaging, and emergency interrupts should only be used for official City business and only when absolutely necessary. Misuse or negligent use of these features may be cause for disciplinary action and/or cost reimbursement.

7. Employees are not allowed to operate cellular telephones, tablets, PDAs, laptop computers, navigational devices or any other devices that may cause driver distraction when driving a City vehicle or when driving a private vehicle being used to conduct City business. Employees shall make every attempt to properly park their vehicle prior to using such devices. The only exception to this rule is if the employee uses a hands-free device.

8. Any personal calls made from a City-issued phone will be the responsibility of the employee. Employees are responsible for identifying minutes of personal use and then reimbursing the City for additional costs incurred by the City. The reimbursement amount should be a simple calculation of the per-minute rate charged for every minute of personal usage. This reimbursement should be made payable to the "City of St. Helena" and should be submitted as payment to the City within ten (10) days of receiving the bill.

9. The City may provide employees with a monthly cellular phone bill and quarterly desk phone usage report for the telephone numbers assigned to them. It is the responsibility of the employee to identify the minutes of personal use and reimburse the City. This reimbursement should be made payable to the "City of St. Helena" and should be submitted as payment to the City within ten (10) days of receiving the bill or usage report.

M. City-Issued Phone Monitoring.

The Human Resources Department is responsible for reviewing and monitoring their staff's cell phone bills on a regularly, usually monthly, basis. The Human Resources Department is also responsible for distributing the cell phone bills to employees for review. If cellular phone overage is due to increased City business use, the employee should tell their supervisor. The supervisor may then contact the Human Resources Department and request that the employee's plan be altered.

On an annual basis, the Human Resources Department may review which employees have cell phones and whether or not they still need them.

The Human Resources Department is responsible for documenting the issuance of a cell phone, its accessories, and ensuring that they are returned once the employee has exited the department.

N. Use of Personal Electronic Communications Devices or Private E-mail Accounts for City Business.

No user should conduct City business on any non-City issued Electronic Communications Devices or non-City E-mail account without prior written authorization from the City, and any such use is highly discouraged.

If any City business is inadvertently conducted on non-City issued Electronic Communications Devices or non-City E-mail accounts, the employee or official must: (a) forward all such Electronic Communications or records memorializing the City business to their City-issued Electronic Communications Devices or City E-mail account; or (b) print out any such Electronic Communications or records and retain them according to the procedure stated in this policy.

Any user who uses personally-owned Electronic Communications Devices to access the City's E-mail server for work-related purposes must be aware that by doing so, they are waiving certain privacy interests, and that City-related E-mails, data or other material accessed, located, stored, or transmitted on personal Electronic Communications Devices, are subject to all City Personnel Rules and policies and all federal, state, and local laws, including, but not limited to, the California Public Records Act, the Meyers-Milias-Brown Act, and open meeting laws.

Employees conducting City business on off-duty time on any Electronic Communications Device (whether personal or City-issued) must report such activities to their supervisor and note this activity on their timecard as time worked.

O. Violation of Policy.

Violations of this Policy shall be reported to the City Manager and/or the Human Resources Department. Any employee who accesses the City's Electronic Communications Systems without complying with the procedures set forth in this Policy or otherwise violated this Policy may be subject to disciplinary action, up to and including termination, as provided for in the City's Personnel Rules. In addition, misuse of the Electronic Communications Systems may, in appropriate cases, be referred for criminal prosecution.

RULE 20. VEHICLE USE POLICY AND ACCIDENT REPORTING

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SEC. 20.1 PURPOSE

Employees may be authorized to operate City vehicles for the purpose of conducting City business, provided the employee driver is at least 18 years old, has a valid California Driver's License for the vehicle being drive, has reasonable experience driving the type of vehicle being used, could reasonably be expected to operate the vehicle in a safe and prudent manner and meets the requirements as set forth below.

Compliance with California law and these rules are required for any eligible driver to be authorized to use a City vehicle and for any driver of a non-owned, borrowed or rental vehicle being used on City business when authorized passengers will be transported. The City is authorized to deny a vehicle to anyone if, in the sole opinion of the City, there is any reason the vehicle may not be operated safely. Individual supervisors may impose additional standards, restrictions, or driver education or training requirements. This Rule is in addition to any requirements, standards, operating restrictions, or suspensions imposed by law.

SEC. 20.2 AUTHORIZED DRIVERS

Authorized drivers are City employees, and those officially authorized volunteers and agents. Volunteers or agents may be considered employees for vehicle liability coverage, provided the vehicle use is solely for the benefit of the City or to conduct City business, and the volunteer or agent is officially authorized to drive by the City. Contractors are not eligible and may not use City vehicles without written authorization from the City.

Authorized drivers are not consultants or vendors, speakers, members of special event groups, government representatives, or members of visiting community organizations.

SEC. 20.3 AUTHORIZED PASSENGERS

Authorized passengers include those in official City-sponsored or authorized transportation programs and City employees, agents, or volunteers while on authorized City business. Authorized passengers may also include persons who are on location at the City's request, for example, for potential employment at the City, to provide contracted services, or for participation in a City event/program. Other examples of authorized passengers include visiting faculty/staff, government representatives, or community organizations. All other passengers are prohibited from traveling in City a vehicle.

Examples of unauthorized passengers are employee's spouse, children, or other family members, friends, or neighbors of a City employee driver, or members of the general public.

SEC. 20.4 APPROVED USERS

City vehicles may be used solely for the purpose of conducting City business. Examples of approved uses include conducting departmental business, business errands, or a City employee on site, City-related sponsored, or approved conferences, meetings, events, and use by volunteers in programs sponsored by, directed by, or for the sole benefit of the City.

SEC. 20.5 SUPERVISORY RESPONSIBILITY

It is the responsibility of the Department Head where vehicles are assigned to see that their vehicles are in proper working condition. Each Department is responsible for instructing new employees in the proper method of fueling and servicing vehicles. Employees must ensure that each vehicle is mechanically maintained, washed and cleaned, and parked within its designated area.

Designated City employees must have City vehicles in readiness for emergency purposes. Duty or standby employees (Maintenance Departments) may be authorized to take assigned vehicles home. In addition, the City Manager may provide authorization for other positions to take vehicles home on an as needed basis.

Employees authorized to operate City-owned vehicles must maintain and carry a valid California Class A, B or C driver's license.

SEC. 20.6 VEHICLE OPERATOR RESPONSIBILITIES

A. Employees must obey all State traffic laws and safe driving procedures.

B. Personal Vehicle Used for City Business.

C. Personal vehicles may not be used for City business unless such use is approved in advance by the City Manager. 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 no 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 Manager, and then only when extraordinary and unforeseeable expenses not under the control of the City or the employee are encountered. Prior to operating a personal vehicle in the course of employment, the employee must show proof of liability insurance on that vehicle and possess a valid California driver's license.

D. Employees must view a safe driving training video before driving City or personal vehicles on City business.

E. All drivers will be subject to periodic reviews of their DMV reports. Employees that operate City vehicles or their own vehicles on City business are required to report suspension or revocation of their license to ttheir supervisor and to the Human Resources Department. Failure of an employee to report a change in license status may result in disciplinary action.

F. Employees are not authorized to operate vehicles for which they have not been trained including safety procedures and vehicle maintenance requirements.

G. Employees using a personal vehicle in the performance of City work must provide proof of adequate insurance coverage for collision, personal injury, and property damage to the City. Whether coverage is adequate shall be determined in the sole discretion of the City Manager. Employees who use privately-owned vehicles for City business are responsible for bodily injury and/or property damage to others resulting from such privately-owned vehicle use.

SEC. 20.7 VEHICLE USE REQUIREMENTS

A. All City vehicles (except for one vehicle) are clearly identified as City-owned vehicles and reasonably uniform in color and appearance.

B. City-owned vehicles are restricted to official City use.

C. Drivers are responsible to complete appropriate paperwork prior to operating City vehicles. Thorough completion of vehicle checklists is required, including name, department, City vehicle number, pre/post-driving checklist, odometer reading, and signature. The driver will walk around and inspect the vehicle for damage, inoperable

lights, loose hardware, dirty windshields, tire condition and any other condition that may create an unsafe situation. Checklists will be reviewed by the supervisor and kept in the City Office, files.

D. Employees must wear seatbelts at all times when in a City vehicle or in their personal vehicle on City business.

E. No one may operate a City vehicle, or a personal vehicle in the course of their employment, while under the influence of drugs or alcohol, or under any other influence that would render him/her unsafe to operate a motor vehicle.

F. Operating a City vehicle or a personal vehicle in the course of one's City employment—after drinking alcoholic beverages—is never permitted, regardless of how much alcohol is consumed, and what the location/social event is. City employees are required to plan transport home or to the City premises—after drinking alcoholic beverages— including, but not limited to, requesting a friend/co-worker to give a lift, to ride with a driver who hasn't been drinking, catching public transportation, and sharing a taxi/Uber/Lyft with others.

G. City employees are prohibited from using cell phones while driving on City business and/or City time. The only exception to this rule is when the employee uses a hands-free device.

H. As determined by City management, if an employee's duties require that he or she keep a cell phone turned on while driving, the employee must use a hands-free device. Employees are prohibited from reading/sending/composing text messages, emails, or instant messages while operating a vehicle on City business and/or City time.

I. Pursuant to City policy and as required by law, an employee under the age of 18 years is prohibited from driving a motor vehicle while using a cell phone or other mobile service device, even if equipped with a hands-free device. This prohibition does not apply to such a person using a wireless telephone or a mobile service device for emergency purposes. Any violation of this policy is a violation of City rules subject to disciplinary action and may be a violation of law subject to criminal penalties.

J. Vehicles must not be parked in "No Parking" zones except in emergency situations.

K. Employees will be personally responsible for paying any citations and parking tickets received during use of City vehicles.

L. Vehicles must not be left unattended with the key in the ignition. Employees who violate this policy shall be disciplined. Vehicles will be locked when not occupied

M. Vehicles may not be driven out of state unless specifically authorized by the City Manager.

N. Unless expressly authorized otherwise by the City Manager, 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 Chief Plant Operator, Chief Wastewater Treatment Plant Operator, Streets & Buildings Superintendent, Parks & Trees Superintendent, Underground Utilities Superintendent, Operations Manager, Assistant Operations Manager, Public Works Director and the Chief of Police are authorized to drive a marked City vehicle between home and work for the convenience of the City. These vehicles may not be used for personal errands but may be used only for official business. Given the design of these City vehicles (e.g., with clear police, fire and public safety officer marks meets the "qualified non-personal use vehicle" requirements under applicable IRS regulations, the use of these City vehicles for commuting will not be reported as fringe benefits. Yet, the value of permitting these employees to use these City vehicles to commute will be included in wages, subject to legally required withholdings.

In order to have tools and materials on-hand and to provide timely transportation to emergency or problem areas, personnel designated as "on-call" may drive a City vehicle between work and home during those times they are "on-call." These vehicles may not be used for personal errands, but may only be used for official business, other than the trips to and from work. If these vehicles do not meet the IRS "qualified non-personal use vehicle" requirement, using these City vehicles to commute shall be a non-cash taxable fringe benefit.

O. Use of City Vehicles during Off-duty time.

1. The City provides certain employees "take home City vehicles" as a mutual benefit, and these employees subject to call out are expected to respond to City needs at all hours of the day and night, weekend and holidays included. The City recognizes employees' needs to address personal matters while commuting to and from the City, and driving a City vehicle is not intended to create further hardship for the affected employee beyond being subject to call out; As a result, de minimis personal use of a City vehicle while commuting to and from work is a reasonable accommodation.

2. Employees may not deviate from a direct path between home and work, or stop en route for personal business, except where such personal business would be considered de minimis in nature and an essential action in the employees' personal life. Driving a City vehicle is not intended to create a hardship for the affected employee.

3. After 5 p.m. Monday through Friday, and at any time on weekends and holidays when any City vehicle is parked other than for City work, or at the employee's home, the employee must notify the Police dispatcher, the location of the vehicle and how long it will be left unattended.

4. Other than for City business, only City employees are allowed to ride in a City vehicle, except carrying a passenger to meet an unusual situation, as permitted by the City Manager. More intensive use, or use outside of permitted exceptions, is prohibited.

5. Use of City vehicles during off-duty time is limited to responding to call outs, commuting to and from work, and transportation to other official City business. City vehicles may not be used for personal trips and errands (except as described in (1) above). During those times that an employee is designated as "on-call" and being compensated with stand-by pay, the employee is expected to be able to get to the vehicle and respond to an emergency within a reasonable time.

Employees must ensure that (1) vehicle doors are locked, (2) lights are off, and (3) windows are closed and (4) the vehicle is free of debris after each use.

Any deficiency encountered must be reported to a supervisor immediately. It is the supervisor's responsibility to ensure that appropriate action is taken to correct the problem. At no time shall an unsafe vehicle be driven.

SEC. 20.8 REQUIRED REPORTING OF ACCIDENTS/VIOLATIONS

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 immediately, or as soon as practical, 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 their 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 Manager, or the Human Resources Department, and to the City's insurance carrier (the Redwood Empire Municipal Insurance Fund, or "REMIF") a written report of the accident.

A City driver must promptly report to their supervisor all accidents, moving violations, or other vehicle citations that occur while the employee is conducting City business. The driver's supervisor must immediately forward the information to the Human Resources Department. Failure to report accidents, convictions, and violations as required may result in the loss of privilege to use City vehicles and disciplinary action.

Mandatory post-accident testing for drugs and alcohol will be conducted in accordance with the City's Drug-Free Workplace policy.

Hit and run and vandalism are criminal incidents and must be reported to the police and the City.

City drivers must immediately report any accident, incident of damage, or personal injury involving City vehicles.

All drivers and employees are expected to properly safeguard the City's vehicles and use them in accordance with City policy. If it is determined that a vehicle is being misused, or is at substantially higher risk of theft or damage due to a lack of reasonable precautions by employees, employees may be required to forfeit use of the City vehicle.

SEC. 20.9 INSPECTION, SERVICE AND MAINTENANCE POLICY

All City vehicles will at all times be kept in good repair, serviced, and clean. Any City vehicles 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 Department Head or the City Manager, except emergency repairs necessitated by extraordinary circumstances.

All fuel purchased will be through retail outlets designated by City Manager and according to established procedures. If fuel must be purchased using an employee's own resources, the driver will be reimbursed on presentation of proof-of-purchase and utilizing an expense reimbursement form.

City vehicles including construction equipment, forklifts, and other equipment are required to be serviced and maintained in accordance with the manufacturer and City guidelines, whichever is stricter. Every vehicle must undergo a monthly inspection by the driver (tires, brakes, lights, turn signals, horn, no cracked/broken glass, current registration, current insurance card, clean appearance).

City guidelines for vehicle service and maintenance include complying with manufacturer's service recommendations, using recommended types of gasoline; maintain proper fluid levels (oil, antifreeze coolant, brake, and transmission, etc.) and ensuring proper tire pressure; working signals, lights (headlamps, turn-signal lights, tail-lights, brake-lights, etc.), brakes, and other vehicle safety items.

Failure to comply with the service, maintenance, and inspection requirements of this program may result in suspension of driving privileges, increased insurance charges, and/or loss of the vehicle.

SEC. 20.10 ELECTRONIC TRACKING TECHNOLOGY

The City, in its sole discretion may install Electronic Tracking Technology on City-owned or leased vehicles to increase efficiencies, save on fuel costs, facilitate City business, and enhance City services.

Electronic Tracking Technology means a technological method or system used to observe, monitor, or collect information, including telematics, Global Positioning System (GPS), wireless technology, or location-based technologies. Electronic Tracking Technology used for public safety greatly enhances job performance, personnel safety, situational awareness, and may provide assistance in time critical scenarios. City employees may, in the course of employment, be required to drive and/or ride in agency-owned or leased vehicles equipped with Electronic Tracking Technology.

Electronic Tracking Technology may include Event Data Recorders (EDR), Sensing and Diagnostic Modules (SDM), or other systems that are used for the purpose of identifying, diagnosing, or monitoring functions related to the potential need to repair, service, or perform maintenance on the City vehicle and/or to capture safety systems-related data for retrieval after a collision or similar incident has occurred. The following information may be generated by the City's Electronic Tracking Technology: (1) Mileage

~~reports; (2) information about where vehicles were located and at what time; (3) the last reported location of vehicles; (4) the path a vehicle traveled during any period of time; (5) the speed the vehicle traveled; and (6) how long a vehicle was idle or stopped for a given period of time. As such, Electronic Tracking Technology allows the City to monitor location, elevation, and velocity of its vehicles, at any time. The City may use Electronic Tracking Technology at its sole discretion, and in the ordinary course of business.~~

~~Electronic Tracking Technology in City vehicles may also be used to for other business-related purposes, including, but not limited to, metrics, performance measures, locating stolen vehicles, providing aid to vehicles that break down, increasing employee safety, managing agency resources effectively, or ensuring that routes or assignments are being followed.~~

~~Additionally, the City may utilize Electronic Tracking Technology during a disciplinary investigation or discipline of its employees pertaining to the misuse or abuse of their vehicles, inappropriate use of time, speeding, or other misconduct or violation of City directives, documented procedures, or Personnel Rules and Regulations.~~

~~Employees are prohibited from tampering with, altering or attempting to alter, disabling, or destroying any Electronic Tracking Technology equipment.~~

~~RULE 21.~~RULE 19. PERSONAL TELEPHONE USE AND TEXT MESSAGING

A. Employees are encouraged to keep all personal phone calls and text messaging to a minimum, regardless of whether the employee is using a City-owned telephone or a personal telephone. Friends and relatives should be discouraged from calling and texting during working hours unless there is an emergency. Personal calls and text messages should be made during break periods or lunch whenever possible. Personal long distance or toll calls from a City owned telephone are to be charged to the employee's own telephone number or long-distance calling cards/apps.

~~B.~~ Excessive personal phone calls or text messaging, or communications through similar electronic means, may result in disciplinary action, up to and including termination.

~~RULE 22. EMPLOYEE REIMBURSEMENTS AND TRAVEL~~

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~~SEC. 22.1 PURPOSE~~

~~A. Employees have a right to receive reimbursement for all appropriate business expenses.~~

~~B. This Rule is to assure that City employees and officials adhere to procedures when arranging for travel, lodging, meals, and other expenses and that they are paid for reasonable expenses incurred for travel, conferences, meetings, and meals as a result of conducting authorized City business. The Rule assures that payments made by the City are for~~

actual and necessary expenses incurred for City business. It also assures that City employees and officials will receive advances and/or reimbursements in a timely manner.

C. This Rule assumes a mutual trust between the City and its employees and City officials. Employees are expected to use good judgment in the expenditure of public funds with which they have been entrusted. Employees and officials are advised, by virtue of this policy, that not attending any conference or training is unethical and a dereliction of duty.

D. These guidelines are not intended to address every issue, exception, or contingency that may arise in the course of City travel. Accordingly, the basic standard that should always prevail is to exercise good judgment in the use and stewardship of the City's resources.

SEC. 22.2 APPLICABILITY

A. As used in this Rule, "employee" shall refer to all City employees, officials, and City Council members.

B. As used in this Rule, "conference" shall refer to an official function of a professional or governmental organization or agency normally requiring attendance for more than one (1) day.

C. As used in this Rule, "meeting" shall refer to a meeting with one or more persons for the conduct of City business or an official meeting of a professional or governmental organization or agency not requiring overnight accommodations or meals other than those related to the meeting.

D. As used in this Rule, "local area travel" shall refer to travel within an area generally within 300 miles of, or five hours of travel time from, St. Helena.

SEC. 22.3 AUTHORIZED TRAVEL EXPENSES

A. Except as otherwise provided, all employees must seek prior authorization, pursuant to the reimbursement procedures set forth below, for reimbursement pursuant to this Section.

B. Employee travel may be authorized for local and non-local travel activities, undertaken for the purpose of conducting City business, such as professional meetings, conferences and training sessions. Payments for travel and meeting expenses may be in the form of either advances or reimbursement, including appropriate registration fees, food, lodging, transportation costs, and reasonable incidental expenses as described in this Rule.

C. Travel at City expense will be undertaken only upon approval of the City Council, City Manager, or Department Head and in accordance with

guidelines outlined herein. Any deviation from the specific provisions may be granted only by the City Council:

1. Conference: Attendance at conferences shall be subject to the following:

(a) Funds must be available in the proper department budget category to cover the anticipated costs of the conference.

(b) Out-of-state travel requires City Council approval, except for those out-of-state destinations that are within fifty (50) miles from the California border (e.g., Reno, Nevada).

(c) Following return from a conference, the employee may be required to submit to the City Manager a brief report containing an overview of the conference and assessment of the value of the attendance at the conference.

2. Meetings: Attendance at meetings shall be subject to the following:

(a) Sufficient funds are available in the appropriate budget for the meeting expenses.

(b) The employee is required to obtain approval of the Department Head or the employee's immediate supervisor.

(c) Attendance of a Department at any meeting requiring absence from the City for all or most of a work day shall be subject to prior notification to the City Manager.

3. Lobbying:

(a) Sufficient funds are available in the appropriate budget. (2) City Council approval is required prior to the trip. Agenda items to identity Council adopted policy decision or strategy, identification of the City delegation, the officials or agencies to be contacted, and the estimated costs of the trip are required. Expenses eligible for reimbursement under this Section generally include: (a) communicating, including lobbying, with representatives of regional, state, and national government on City adopted policy positions; (b) attending educational seminars designed to improve employees' or officials' skills and informational levels; (c) participating in regional, state, and national organizations whose activities affect the City's interests; (d) recognizing service to the City; (e) attending City events; (f) implementing a St. Helena City Council-approved strategy for attracting or retaining business to St. Helena, which will typically involve at least one staff member.

Expenses ineligible for reimbursement under this Section shall include, but are not limited to, such expenses related to the following activities:

(a) The personal portion of any trip;

(b) Political or charitable contributions or events;

(c) Family expenses, including partner's expenses when accompanying official on agency-related business, as well as children or pet-related expenses;

(d) Entertainment expenses, including theater, movies (either in-room or at the theater), sporting events (including gym, massage and/or golf related expenses), alcoholic beverages, tours, personal amusements, or other cultural events;

(e) Non-mileage personal automobile expenses, including repairs, traffic citations, insurance, or gasoline; and

(f) Personal losses incurred while on City business.

The City will not be responsible for, nor reimburse for, citations and parking tickets.

All reimbursements made pursuant to this Section must be approved by the employee's Department Head., . Reimbursements made to any supervisor must be approved by the Department Head; any reimbursements made to any Department Head, members of the City Council, Boards, or Commissions must be approved by the City Manager, and any reimbursements made to the City Manager must be approved by the Finance Director. An individual may not authorize or approve reimbursement for their own travel. Reimbursements pursuant to this Section shall be subject to appropriation of funds in the annual budget and any supplemental policies adopted by ordinance or resolution.

Each Department Head shall be held responsible for the administration of this Rule within their department. Administration shall be consistent with the adopted budget as set out in the budget detail document.

Employees should schedule travel so that the employee leaves at a reasonable hour and arrives at the destination on time. Employees should also return promptly when employee business is finished, thereby minimizing the time away from work and ensuring full reimbursement of all related expenses.

SEC. 22.4 STANDARD REIMBURSEMENT PROCEDURE

Upon completion of any travel for which reimbursement is sought, the following items shall be promptly submitted to the employee's supervisor:

1. A completed Expense Reports, which documents expenses meet the requirements of the City policy.

For example, if the meeting is with a legislator, the local agency official should explain whose meals were purchased, what issues were discussed, and

how those were related to the City adopted legislative positions and priorities.

Expense Reports are to be submitted within thirty (30) days of an expense being incurred, accompanied by itemized receipts documenting each expense. Restaurant receipts, in addition to any credit card receipts, are also part of the necessary documentation.

2. All receipts for expenses incurred while traveling. Itemized receipts are required for expenditures for airline tickets, hotel rooms, conference/meeting registration fees, parking, and all other expenses for which receipts normally are obtainable; unless those expenses have been prepaid in full through the City. Inability to provide such documentation in a timely fashion may result in the expense being borne by the employee/official.

In general, a receipt is required for all reimbursable expenditures, except mileage reimbursements or other expenses for which receipts are not available (i.e.: incidental parking meter expenses); receipts for tolls under $5 are not required but an account of expenses must be made on the expense reimbursement form including toll location; receipts are not required for per diem payment for meals unless the employee/official requests payment in excess of the per diem amounts specified, in which case the employee/official is required to receive prior written approval from the City Manager; and

3. Any other supporting document, such as conference program materials.

City officials should keep in mind that some expenditure may be subject to reporting under the Political Reform Act and other laws. All agency expenditures are public records subject to disclosure under the Public Records Act.

Employees may choose to make a copy for their own records.

All expenses are subject to verification of compliance with the City's reimbursement policy.

Employee travel expenses will be reviewed by their supervisor, Department Head, or City Manager and, if approved, forwarded to the Finance Department for reconciliation and payment processing. If employees are to receive reimbursement, the Finance Department will process a check on the next regular accounts payable run.

Employees are responsible for preparing and filing employee travel request; travel advances requests, reimbursements, and travel expense reports pursuant to City policy. Expenditures in excess of any amounts authorized by the City's policy shall be at the risk of the employee/official with respect to reimbursement. An employee's request for reimbursement

may be rejected if it was inconsistent with City policy or did not serve a City business purpose.

Should any request for reimbursement be rejected, any such request and supporting documentation will be returned to the employee for correction of any errors or omissions.

SEC. 22.5 REIMBURSABLE EXPENSES

Except as otherwise provided, expenses associated with the following items may be approved for reimbursement pursuant to this Section.

A. Transportation.

Transportation costs include, but are not limited to, airplane, train, bus and taxi fares, bridge tolls, parking, car rental, and fuel charges associated with a car rental. An employee should generally take the most direct and commonly traveled routes.

The guiding principle should be the most cost effective and efficient use of public resources.

B. Air Travel.

The employee should take advantage of lower airfare rates by booking their flight as early as possible, and purchasing non-refundable, coach class tickets. An employee may sometimes avoid higher airfare by staying over a Saturday night. In some instances, an extra night in a hotel/motel can be much less than the added cost of the airfare. Selection of carrier, reservations, and ticketing should be arranged as early as feasible to obtain the greatest discount. Also consider the use of alternative transportation methods, such as using a nearby airport and ground transportation if the total fares are lower.

Travel outside of the local area shall normally be by common carrier air transportation. No employee may act as Pilot in Command of a private aircraft on City travel.

Incidental transportation expenses for airport limousine, bus, or taxi service will be reimbursed if incurred as a necessary part of officially approved travel. Other travel expenses, including car rental, will be limited to circumstances where less expensive intra-city travel service is not available or practical.

C. Airport Parking.

Long-term parking should be used for travel exceeding twenty-four (24) hours.

D. Private Vehicles.

Use of any private vehicle must be approved by the employee's supervisor, or the City Manager, in advance. 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, as reimbursement for all costs incurred while operating such vehicle such as gasoline, wear and tear on the car, insurance coverage, and other incidental items. The City will additionally reimburse reasonable parking fees and tolls. The 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 Manager, and then only when extraordinary and unforeseeable expenses not under the control of the City or the employee are encountered.

Prior to operating a personal vehicle in the course of employment, the employee must show proof of liability insurance on that vehicle and possess a valid California driver's license.

If an employee elects to travel by personal car where adequate public air service is available, the maximum allowable mileage will be the coach air fare rate or mileage, whichever is less.

Employees are expected to obey and comply with all laws and regulations, including speed limits and other traffic regulations.

FLSA-exempt, unrepresented employees who receive auto allowance are not reimbursed for travel within the County of Napa. If travel is required by the employee in their personal vehicle beyond the County line, mileage shall be reimbursed at the same rate as set by the IRS.

E. City vehicles.

City vehicles may be used if available, subject to any limitations regarding their use. Employees must comply with the City's Vehicle use Policy.

City vehicles shall be used for local area travel in connection with official City business whenever practical. Any necessary out of pocket expenses incurred with the operation of a City vehicle shall be reimbursed.

Reasonable and necessary expenditures will be allowed for parking and toll charges incurred in connection with official travel.

Employees are expected to obey and comply with all laws and regulations, including speed limits and other traffic regulations.

F. Rental vehicles.

Rental vehicles may be authorized when employees are on City business and other modes of transportation are not available, too costly, or impractical.

G. Public Transit and Carpooling.

Employees are encouraged to make optimum use of available public transit services and carpooling.

H. Lodging and Incidental Expenses.

1. Lodging costs will be reimbursed or paid for when travel on official City business reasonably requires an overnight stay. If such lodging is in connection with a conference, lodging costs should not exceed the group rate published by the conference sponsor for the meeting in question. For overnight stays in other contexts, a helpful source of guidance is the Internal Revenue Service per diem rates for lodging, which include adjustments for higher cost locations. (*https://www.gsa.gov/travel/plan-book/per-diem-rates*.)

2. Additionally, all properties approved by the Federal Emergency Management Agency (FEMA) as being fire safe and in compliance with the Hotel Motel Fire Safety Act of 1990 can be located using: https://apps.usfa.fema.gov/hotel/.

3. A factor in considering hotels in metropolitan areas is their proximity to the offices where business will be conducted: the cost of transportation away from the business center can exceed the higher cost of the closer hotel. The guiding principle should be the most cost effective and efficient use of public resources in selecting lodging with a degree of sophistication while serving the business needs of the trip. In the event that arrangements have been made for the City to be billed directly for hotel or motel rooms, incidental charges should be paid for by the employee at the time of checkout and appropriate reimbursement requests be made by the employee upon return from travel.

I. Reasonable incidental expenses, such as tips, cab fare, parking fees, and internet charges, when required in connection with official City business, will be reimbursed on the basis of actual expenditures.

J. Meals.

Payment for meals while on City business shall be $50.00 per diem for each full day. On travel days, when the employee is not out of the City for the full day, the following schedule is applicable: breakfast ($10.00); lunch ($15.00); dinner ($25.00).

Meal expense in excess of the per diem may be approved by the City Manager where metropolitan costs are considerably higher. Per Diem rates for higher cost metropolitan areas will not exceed IRS per diem rates found at *https://www.gsa.gov/travel/plan-book/per-diem-rates*. In the event a meal cost is higher than IRS per diem rates, written authorization can only be

made by the City Manager and the employee is to provide itemized receipts for all meals.

Meal expenses and associated gratuities should be moderate, taking into account community standards and the prevailing restaurant costs of the area.

Meal charges in excess of the specified listed amounts are allowed for special luncheons, banquets, and other meals if part of a previously approved conference or meeting program. When such luncheons, meals and other meals are included in the registration fee or otherwise paid by the City, the per diem will be reduced accordingly.

The City will customarily not pay for alcohol/personal bar expenses. In recognition of St. Helena community standards that meals associated with lobbying events typically include consumption of donated wine this policy recognizes corkage costs are an appropriate expense. Any other alcohol expenses require the prior written authorization of the City Manager.

K. Excluded Expenses.

Expenses associated with the following items are not considered necessary expenditures or losses incurred by an employee in direct consequence of the discharge of their duties, and no reimbursement shall be provided pursuant to this section.

Personal expenses such as laundry, barbering, valet service, in-room movies, gratuities for porters, personal telephone calls, and/or alcoholic beverages.

Additional expenses associated with the participation of an employee's non-employee spouse or guest, including any increased room rate due to double occupancy.

Travel on behalf of another public agency, unless reimbursement is otherwise authorized by the City Council.

L. Audits of Expenses Reports

All expenses are subject to verification of compliance with this policy.

RULE 23. CASH ADVANCES AND CREDIT CARD USE

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SEC. 23.1 CASH ADVANCES.

A. From time to time, it may be necessary for an employee or official to request a cash advance to cover anticipated expenses while traveling or doing business on the City's behalf. Such requests for an advance should be submitted to the Finance Director ten (10) days prior to the need for the advance with the following information: (a) the purpose of the

expenditure(s); (b) the anticipated amount of the expenditure(s) (for example, hotel rates, meal per diem, and transportation expenses); and (c) the dates of the expenditure(s).

B. Any unused advance must be returned to the Finance Department within two (2) business days of the employee's or official's return, along with an expense report and receipts documenting how the advance was used in compliance with this expense policy.

C. In the event that the Finance Director is uncertain as to whether a request complies with this policy, such individual must seek resolution from the City Manager and/or City Council.

D. Cash advances not exceeding $25.00 for official City business expenses may be made from petty cash, with Department Head approval. All advances exceeding $25.00 shall be approved by the Finance Director.

SEC. 23.2 CREDIT CARD USE.

A. City Procurement Cards: City Council Policy P-F1-0012

1. City Council Policy P-F1-0012, Issuance and Use of City Procurement Cards ("Procurement Card Policy"), was approved by the City Council on February 13, 2018. The purpose of the Procurement Card Policy is to establish a framework for appropriate use of the City's Procurement Cards. A Procurement Card is a City-issued credit card from a financial institution, and the Procurement Card shall be used as an option for small purchases unless the items are available in current City inventory or through established contracts. The Procurement Card Policy applies to all employees who are issued a City Procurement Card and all departments who authorize employees to use City Procurement Cards.

2. In general, the City Procurement Card is to be used for official City business and may not be used for personal purchases under any circumstances. Failure to follow the Procurement Card Policy, including any outlined procedures for Procurement Card purchases, may lead to the suspension or termination of a procurement card and disciplinary action. Reimbursement to the City by the employee for the unauthorized charges is mandatory.

3. The Finance Director acts as the Citywide Procurement Card Administrator and serves as the primary contact for the financial institution issuing procurement cards and administers the City-wide program.

4. The Procurement Card will only be issued to Cardholders who certify they have read, understand, and will comply with the Procurement Card Policy. Employees issued a Procurement Card are responsible for any and all use of the Procurement Card.

5. Use of a City Procurement Card is a privilege and the City Manager or Director of Finance may suspend or revoke cards at any time in accordance with their assessment of the City's best interests such, as but not limited to, lack of timely review and approval of Procurement Card invoices and violations of the City Procurement Card Policy.

6. The City Procurement Card may be issued in a designated individual name and/or the name of the City. For further details regarding the use of the City Procurement Cards, please refer to the Procurement Card Policy.

B. City Fuel Cards: City Council Policy P-F1-0013

1. City Council Policy P-F1-0013, Issuance and Use of City Fuel Cards ("Fuel Card Policy"), was approved by the City Council on March 13, 2018. The purpose of the Fuel Card Policy is to establish uniform procedures, accountability and controls for fueling motor vehicles and equipment owned by the City. A Fuel Card is a City-issued credit card from a financial institution, The Fuel Card shall only be used on City vehicles and/or City equipment and is not authorized for use on any other vehicle or equipment. The Fuel Card Policy applies to all employees who are issued a City Fuel Card.

2. The City Fuel Card is to be used for City official use only and may be used at Wright Express (WEX) participating locations. There will be a vehicle number on each Fuel Card, and a dedicated card will be issued to each City vehicle. Each driver will have their own Personal Identification Number (PIN).

3. Various employees are authorized to receive a City issued Fuel Card PIN for City-related purchases. All employees operating City vehicles on a regular basis will receive a WEX PIN. Prior to receipt of the WEX PIN, the employee will receive the associated City Fuel Card Policy and sign an agreement for use of the Fuel Card and PIN. A copy of the agreement will be placed in the employee's personnel file.

4. Any misuse of the City issued Fuel card will result in reasonable disciplinary action that may include a combination of the following: (A) suspension of Fuel Card access, and (B) termination of Fuel Card.

5. For further details regarding the use of the City Procurement Cards, please refer to the Fuel Card Policy.

SEC. 23.3 VIOLATION OF THE POLICY

Use of public resources of falsifying expenses reports in violation of this policy may result in any or all the following:

1. Loss of reimbursement privileges;

~~2. A demand for restitution to the City;~~

~~3. Prosecution for misuse of public resources;~~

~~4.~~B. ~~The agency's reporting the expenses as income to the elected official to state and federal tax authorities.~~

~~RULE 24.~~RULE 20. WHISTLE BLOWING POLICY

~~SEC. 24.1~~SEC. 20.1 DEFINITION OF "WHISTLE BLOWING"

For purposes of this provision, "whistle blowing" consists of disclosure of information that the employee reasonably believes constitutes a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the employee's job duties, when that disclosure is made to one or more of the following:

1. A government or law enforcement agency;
2. A person with authority over the employee;
3. Another employee who has authority to investigate, discover, or correct the violation or noncompliance; or
4. Any public body conducting an investigation, hearing, or inquiry, including, but not limited to, information given as testimony.

~~SEC. 24.2~~SEC. 20.2 SCOPE OF POLICY

The City encourages employee complaints, reports or inquiries about practices believed to be unlawful or constitute serious violation of the City policies, including illegal or improper conduct by the City itself, by its leadership, or by others on its behalf. Other subjects for which the City has existing complaint procedures shall be addressed under those other procedures. This Policy is not intended to provide a means of appeal from outcomes in those other procedures.

~~SEC. 24.3~~SEC. 20.3 PROCEDURE

Complaints, reports or inquiries may be made under this policy on a confidential or anonymous basis. They should describe in detail the specific facts demonstrating the bases for the complaints, reports or inquiries. They may be directed to the ~~Human Resources~~Administrative Services Director or City Manager, or to the City Attorney if involving the ~~Human Resources~~Human Resources Director or City Manager. The City will conduct a prompt, discreet, and objective review or investigation in response. However, Employees must recognize that the City may be unable to fully evaluate or address a report or inquiry that is made anonymously or made in a vague or general manner.

~~SEC. 24.4~~SEC. 20.4 PROTECTION FROM RETALIATION BECAUSE OF GOOD FAITH COMPLAINTS, REPORTS, OR INQUIRIES

A. The City prohibits retaliation by or on behalf of the City against employees for making good faith complaints, reports or inquiries under this policy or by participating in a review or investigation under this policy. Any employee who makes a complaint using this procedure or otherwise engages in "whistleblowing" is protected against adverse employment actions (discharge, demotion, suspension, harassment, or other forms of discrimination) taken by the City or any person acting on behalf of the City. This protection extends to those whose allegations are made in good faith but prove to be mistaken or unsubstantiated. Employees who participate or assist in an investigation will also be protected. Every reasonable effort will be made to protect the anonymity of the "whistleblowing" employee; however, there may be situations where it cannot be guaranteed.

~~B.~~ The City reserves the right to discipline persons who make bad faith, knowingly false, or vexatious complaints, reports or inquiries or who otherwise abuse this policy.

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~~**RULE 25. SOCIAL MEDIA POLICY SEC.**~~

~~**SEC. 25.1 PURPOSE**~~

~~The City recognizes that social media plays an increasingly important role in society and communication. This policy is to establish guidelines on the use of social media sites by the City as an additional means of conveying City-related information to the public and maximizing the promotion of City-managed programs and services. This policy is also designed to establish lawful and proper parameters for employees' personal use of social media while being employed with the City.~~

~~While social media presents many benefits, such as community engagement through an interactive platform, it also presents certain risks of liability to the City. This policy is intended to mitigate associated risks from use of social media technology where possible. This policy is in addition to and complements the City's policies regarding the use of technology, computers, social media, e-mail and the internet.~~

~~The City has an overriding interest and expectation in protecting the integrity of information posted on its social media pages and deciding what is "spoken" on behalf of the City. This policy applies wholly to the City and all City employees and all participation on social media must be in accordance with the provisions set forth herein.~~

~~**SEC. 25.2 DEFINITIONS**~~

~~A. "Social media sites" refers to interactive platforms and technologies which allow entities or individuals to post or publish content through and on the~~

internet. Social media uses many technologies and platforms, including social networking, blogs, wikis, photo and video sharing, and more.

B. "City social media page" means a page on a social media site which the City establishes and maintains, and over which it has control over all postings, except for advertisements or hyperlinks by the social media site's owners, vendors or partners. No social media platforms are to be utilized without express authorization from the City Manager.

C. "City social media team" refers to those City employees specifically authorized by the City to create content or to post or comment on a City social media page on behalf of the City. The City social media team is comprised of the City Manager's Office, Community Services and Information Technology Office and other individuals designated by the City Manager or Department Head. Only members of the City social media team may post or comment on behalf of the City.

D. "Employee" means any person employed by the City including full-time, part-time, temporary, seasonal, and probationary employees. For purposes of this policy, "employee" does not include any volunteers or appointed or elected official of the City.

E. "Post" or "Comment" means information, articles, pictures, videos, hyperlinks or any other form of content or communication posted on any City social media page.

SEC. 25.3 GENERAL POLICY

This policy applies to all authorized employees who utilize social media websites on behalf of the City for the following purposes:

A. To establish guidelines for posting of information on social media websites.

B. To establish guidelines for user policies of social media websites.

C. To provide a uniform policy that will be implemented by all departments which utilize social media as an informational tool.

All City employees shall comply with this policy in all respects. This policy is subject to revision at any time. In the event of a revision to this policy, the City will attempt to provide prior notice of any such change. However, this policy may be changed without prior notice when deemed necessary to fully protect the City's interests and/or the public's interests. If it is necessary to change this policy without providing prior notice to employees, the City shall notify the employees of the change at the earliest possible time.

All City employees shall sign an acknowledgement of receipt of this policy indicating that he or she has read and understands all of its provisions and agrees to be bound by the same. Before posting anything on social media website, the employee must check the most current policy to ensure compliance.

SEC. 25.4 GUIDELINES AND PROCEDURES

A. Ownership and Adherence to Other City Policies

1. Social media website communications composed, sent, or received on City equipment are not privacy-protected, are subject to search and review (and appropriate action) by the City, and may be subject to public disclosure.

2. The use of City computers, City-issued smartphones, City-issued tablets, or any other City-issued electronic device to post information on a social media website is subject to all applicable policies of the City.

3. Content posted on a City social media page may be subject to the California Public Records Act. Any content maintained in a social media format that is related to City business, posted communication, communication submitted for posting, and removed content, may be a public record subject to public disclosure.

B. Creation of City Social Media Pages

1. The City Manager's Office may establish official City social media pages. The City Manager's Office will maintain a written list of all approved City social media pages and websites.

2. The City's official website is the City's primary source and means of internet communication. To the extent possible, a link to the City's official website should be included on any City social media page. Wherever possible, City social media pages should link back to the official City website for forms, documents, online services and other information necessary to conduct business with the City. Information posted by the City on social media pages will supplement and not replace required notices and standard methods of communication.

3. Each established department within the City may create departmental City social media pages and/or City social media pages for a specific City-related purpose or City event with approval of the City Manager.

(a) Creation of any such City social media pages must be proposed, in writing, by the Department Head to the City Manager. The City Manager may, in their sole discretion, approve, deny, or modify the creation of such social media websites. A department may not create a City social media website without the prior written authorization of the City Manager.

Consideration shall be given to the overall nature and theme of the website, and its suitability for use for City purposes.

(b) Each department is responsible for the creation, administration, and deactivation of their City social media website account or page. Any user identifications, logins, and passwords must be shared with the City Manager's office.

(c) Any City social media website that is created for a specific purpose or event should be deleted or taken down once it is no longer necessary and/or timely, and the department must provide written confirmation of same to City Manager's office.

(d) The City Manager's Office shall have ultimate authority over all City participation on social media websites and may order the removal of all or part of a department's social media page if the City Manager, in their sole discretion, determines that the content or social media website is not in the best interests of the City.

4. For the purpose of this policy, all City social media pages must have been approved and created in accordance with this policy.

C. Administration and Maintenance of Authorized City Social Media Pages

1. Only City social media team members are permitted to maintain, administer, and/or post on an authorized City social media page on behalf of the City.

(a) In approving an authorized City social media page, the City Manager, or their designee, shall designate at least one authorized employee as being responsible for the regular monitoring and maintenance of that particular City social media page.

(b) The City social media team shall only address issues within the scope of their specific authorization.

(c) The City social media team must conduct themselves at all times as a representative of the City and in accordance with all City policies.

2. Social medial websites often have their own polices, terms of use, conditions of use, and/or legal restrictions. These terms could have significant legal and financial implications for the City. Therefore, prior to signing and/or agreeing to adhere to any polices, terms of use, conditions of use, and/or legal restrictions for a social media website, the City social media team member must obtain the City Manager's written approval. In addition, prior to posting any content on an authorized City social medial website, City social media team members must review, become familiar with, and comply with the website's policies and terms and conditions.

3. Any and all information posted by City social media team members on City social media pages created on behalf of the City must:

(a) Directly pertain to the City;

(b) Contain factual information that is freely available to the public and that is not made confidential by any policy of the City, or by local, state, or federal law; and

(c) Present the City in a positive light.

4. City social media team members are prohibited from posting the following content on any authorized City social media page or website:

(a) A photograph, video, or image of any person who can be readily identified by the naked eye in the photograph, video, or image without first obtaining the depicted person's (or their legal representative's) consent.

(b) Many social media sites allow the City to "like" or "follow" other site users or to share content posted by other site users. Express permission to like or follow any entity, organization, or individual must be obtained from the City Manager or their designee. Sharing or re-posting content is permissible if relevant to City business, programs, services, or events and the City has full permission or rights to do so, unless it includes content that is prohibited in this policy.

(c) Language that is sexually explicit, or that is lewd or obscene, racial, promotes religious beliefs, political, or illegal, or that expresses a personal opinion.

(d) Actual or perceived threats to public health, safety or property unless the authorized employee has authorization from the City Manager to post such content.

(e) Actual or potential legal claims, lawsuits or other legal issues, unless approved in advance in writing by the City Manager.

(f) Personnel or medical matters.

(g) Testing materials or matters related to the evaluation of employment applicants (this does not prohibit the City from advertising vacancies on a social media website);

(h) Budget planning and priorities, unless approved in advance in writing by the City Manager.

(i) Criminal investigations and content regarding crime scenes.

(j) Solicitation, engaging in or endorsing any commercial, products or activities. This provision is intended not to limit the City's ability to support

business in St. Helena generally, but to refrain from supporting a particular commercial enterprise.

(k) Comments in support of or in opposition to elected and appointed City officials, political candidates, political campaigns, ballot measures, and matters that may reasonably be agenized for consideration by the City Council and/or any City commission, agency, or board.

(l) Comments regarding the position of any City Council member or member of any City commission, agency, or board regarding a City-related issue or comments regarding, or speculating about, a potential decision by the City Council or any City commission, agency, or board.

5. Following City Manager approval of an authorized City social media website, City social media team members must adhere to the following rules:

(a) City social media pages should make clear that they are maintained by the City and state that they follow the City's use of social media policy and the host site's terms of use. City social media pages are considered City property and are not for personal use or benefit.

(b) City social media sites shall bear the name of the City. If feasible, City social media sites shall also bear the City's official logo or informal logo as designated by the City's graphics standards. If a department wishes to use any other image as the profile picture or background image, the department must obtain the City Manager's prior written approval.

(c) Wherever applicable, City social media sites shall be classified and registered with the service provider as "Official" and/or Government Entity sites. The social media team shall take advantage of all options provided by the service provider for Government Entity sites that provide additional protections for the City.

(d) Authorized City social media pages or websites shall utilize account names or usernames that are clearly identifiable as City social media pages.

(e) City account profiles must contain a valid City email address.

(f) If possible, City social media team members shall disable any feature of an authorized City social media page or website that allows members of the public to post content or comment on City postings to the authorized City social media page or website. The City Manager may grant an exception to this upon the request of the Department Head.

(g) City social media team members may not use or include personal email addresses or any other personal information in the user profiles and/or posted content for authorized City social media pages or websites.

Instead, City social media team members may use their name, title, and a City email address.

(h) City social media team members shall enable, set, or configure all accessibility features available on authorized City social media pages or websites to ensure that the content of such websites is accessible to as many people as possible.

(i) If an approved social network website requires account administrative approval to join, everyone who requests access must obtain the City Manager's prior written approval. The City Manager may delegate this approval authority to a Department Head or other designee.

(j) In order to maintain the security of the City's internal IT network, City social media team members shall use different passwords for authorized City social media pages or websites than are used for logging into the City's internal network.

(k) City social media team members shall follow the City's IT department password guidelines when selecting passwords for City social media pages or websites.

(l) City social media team members may not share an authorized City social media page or website account password with anyone who is not an authorized employee as to that particular authorized City social media page or website.

6. City social media team members may only work on authorized City social media pages or websites during City business hours and on City-owned computers, unless (a) otherwise directed and authorized by the City Manager or their designee or (b) after-hours and/or off-site work is necessary to avoid and/or remedy a violation of this policy and that, in the City social media team member's best judgment, waiting for approval by the City Manager or their designee would cause harm to the City's interest and/or the public's interests. In the event that a City social media team member performs after-hours and/or off-site work on an authorized City social media page or website, the City social media team member must report such work in writing to their department head and the City Manager at the earliest possible time following such work.

7. Except as expressly provided in this policy, employees accessing any authorized City social media page or website shall comply with all applicable policies of the City.

D. Comments and Posts by the Public

1. While the City's primary goal is to disable posts and comments by non-City social media team members, it is not always possible on some social media pages or websites to disable the feature that allows or permits

comments or responsive posts by members of the public. In such an event, the following regulations apply:

(a) The City social media team member for each authorized City social media page or website that allows public posts must create and provide a "terms of use" that is readily accessible and applicable to anyone wishing to post a response. Any such "terms of use" policy must be approved in advance in writing by the City Manager and City Attorney or their respective designees.

(b) To the extent that members of the public are permitted to post content on an authorized City social media page or website, City social media team members may, but are not required to, respond to a post by a member of the public. By permitting use of this feature, the City does not intend to create, nor has it established, a general public forum, and all comments and posts must comply with this policy.

(c) Authorized City social media pages or websites must provide a mechanism for City social media team members to remove posts or prevent posting of messages that clearly violate this response policy. If no such mechanism exists, then the authorized City social media page or website may only be utilized if the website provides the capability of disabling posts from other parties.

(d) City social media team members must review the webpage and all associated content not less than once each work day. If the assigned City social media team member will be absent for more than one work day for any reason, the Department Head or their designee is responsible for performing the review.

2. Every social media website that allows comments or posts from the public must include the following disclaimer:

Comments posted on this page will be monitored and inappropriate content will be removed as soon as possible. Moreover, the City does not intend to create, nor has it created, a general public forum, and all comments and posts must comply with the City of St Helena Social Media Policy. Pursuant to the City's policy, the City reserves the right to remove inappropriate content, including, but not limited to:

(a) Profane, obscene, violent, or pornographic language or content;

(b) Content that promotes, fosters, or perpetuates discrimination or harassment on the basis of race, color, national origin, religious creed, ancestry, physical or mental disability, medical condition, pregnancy, childbirth or related medical condition, age, sexual orientation, sex, gender identity, gender expression, genetic information, military or veteran status, marital status, or any other basis protected by state or federal law.

~~(c) Sexual content or links to sexual content;~~

~~(d) Solicitation of commerce and other pure commercial speech, including, but not limited to any advertising or business services or products for sale;~~

~~(e) Threats to any person or organization or conduct or encouragement of illegal activity;~~

~~(f) Comments not topically related to City posts, business information, announcements, events, or comments not related to the original topic or post, including random or unintelligible postings or comments;~~

~~(g) Comments in support of or in opposition to political campaigns or ballot measures;~~

~~(h) Information that may compromise the safety or security of the public or public systems or City employees or the City's technology resources;~~

~~(i) Content that violates a legal ownership interest of any other party, including, but not limited to copyrights or trademarks;~~

~~(j) Content containing personal or sensitive information, including, but not limited to home addresses, phone numbers, social security numbers, dates of birth, or driver's license numbers; and~~

~~3. Content that violates any federal, state, or local laws.~~

~~The above list is not exhaustive, and the City reserves the right to restrict or remove any content that is deemed in violation of this policy or any applicable law. Notwithstanding the foregoing, the City of St. Helena is not obligated to take such actions and disclaims any and all responsibility and liability for any materials posted by a member of the public.~~

~~Please be aware that, under certain circumstances, content appearing on this page may be subject to California's public records laws and subject to disclosure by the agency if requested. This may include information about you that you make available through your privacy settings on this site on your own pages.~~

~~A comment posted by a member of the public on any City of St. Helena social media site is the opinion of the commentator or poster only, and the publication of a comment does not imply endorsement of, or agreement by, the City of St. Helena, nor do such comments necessarily reflect the opinions or policies of the City of St. Helena.~~

~~By posting a comment, users agree to indemnify the City of St. Helena its officers and employees from and against all liabilities, judgments, damages, and costs (including attorney's fees) incurred by any of them which arise out of or are related to content posted by users. If a user does not agree to these~~

terms, the individual should not use the City of St. Helena's social media pages or websites as a violation of these terms may lead to legal liability.

4. If it is not possible to provide the preceding disclaimer on a City social media page or website, this fact must be brought to the City Manager's attention prior to establishing a City social media page or website. In that situation, special approval from the City Manager will be necessary in order to proceed with that particular City social media page or website.

5. The inclusion of links in any post must comply with the City's official website external link policy, unless authorized by the Department head or City Manager.

E. Policy for Personal Use of Social Media

1. While employees may voluntarily choose to engage with the City on its social media pages, the City does not encourage or require any employee to follow or "like" City social media sites.

2. The City does not condone the personal use by City employees of social media sites, including personal or non-City social media pages or sites, during the workday or during working time by any means, including by using City-owned equipment. City employees have no right or expectation of privacy when using City-issued devices or systems. The City reserves the right to monitor, search, or disclose employee use of City resources.

3. Employees are reminded and cautioned that nothing posted on the internet is private. Content can easily be shared, forwarded, and distributed to broader audiences without your knowledge or permission.

4. Information posted on any social media site may be used as evidence in disciplinary, administrative, or legal proceedings.

5. The personal use of social media by a City employee in a manner that violates any City policy or procedure will not be tolerated, and may be grounds for disciplinary action, up to and including termination. Employees are expected to comply with the same ethical and performance standards online as in the workplace.

6. Employees may not use their official City email addresses to create or maintain any personal social media page(s).

7. An employee's use of social media in a manner that violates the City's policies and procedures, including, but not limited to, the City's workplace harassment, discrimination, and retaliation policies, will not be tolerated, and may be grounds for disciplinary action, up to and including termination.

8. Employees may not post any content on the internet or social media that constitutes or contains City confidential, proprietary, privileged, private, personnel, or other non-public information.

9. City employees are prohibited from using the City logo or informal logo, representing the City, or representing that they speak on behalf of the City. Employees must also make clear in any online activity that the views and opinions they express about work-related matters are their own, have not been reviewed by the City, and do not necessarily represent the views and opinions of the City.

10. This policy is not intended to prohibit conduct permitted by any state or federal law.

F. California Public Records Act

1. All content posted on a social media website may be subject to the California Public Records Act, California's civil discovery statutes, and other applicable laws requiring the disclosure of public records. All content must be managed, stored, and retrieved to comply with these laws, including any photographs or images. In addition, all content subject to the City's records retention policy must be maintained consistent with that policy. Any content on authorized social media websites shall be maintained in a format that preserves the integrity of the original record and must be easily accessible using the approved City platform and tools. Any content submitted for posting that is deemed unsuitable because it is not topically related or is inappropriate under this policy must also be retained pursuant to the applicable record retention schedule. In addition, City staff must adhere to the following rules:

(a) The City Manager's office will maintain a list of all authorized City social media pages or websites and all account information for such websites, including login passwords, to allow for the immediate alteration or removal of content that is inappropriate or inconsistent with City policy. All such information must be shared with the City Manager's office and updated when changed.

(b) City social media team members shall maintain a record of City social media page or website account information, including username, registered email address, date established, and authorizing representative and the site's terms of use.

(c) All documents shall be easily accessible, including photographs or images if the website is subject to a California Public Records Act request or similar request for disclosure.

(d) City staff shall direct any public records requests to the City Clerk's Office.

G. Failure to Adhere to Policy

B. ~~An employee's failure to adhere to the provisions of this policy may result in disciplinary action being taken against the employee, up to and including termination.~~

~~RULE 26. INJURY AND ILLNESS PREVENTION PROGRAM~~

Commented [A6]: Move to Administrative Policy

~~SEC. 26.1 OVERVIEW~~

~~The Injury and Illness Prevention Program (or "Safety Program") is developed to provide standards for sound, workable safety activities to assist the City of St. Helena in fulfilling its important function of leadership and public service. The success of the safety program depends upon the positive support of the City Officials, the cooperation of department heads and all employees toward the prevention of accidents.~~

~~It is the policy of the City of St. Helena (St. Helena) to provide safe working conditions for all City employees and volunteers and to comply with Cal/OSHA regulations and occupational best practices in order to prevent workplace illness and injury.~~

~~Title 8 of the California Code of Regulations, Section 3203 requires that every employer establish, implement, and maintain an effective Injury and Illness Prevention Program (IIPP). The intent of the City's Health & Safety Manual is to establish policy and procedures not only to meet these regulations, but to continually improve employee health and safety, with the ultimate goal of eliminating work-related injury and illness.~~

~~It is the responsibility of each Department Head to establish safety as a standard operating procedure, and to insure safe working conditions for all City employees. It is the obligation of all City personnel to strive to prevent accidents and work injuries. Failure to following this program and safety directions will result in progressive disciplinary action up to and including discharge.~~

~~The basic purpose for the Injury and Illness Prevention program is the elimination of accidents and illness which cause occupational injuries or property damage. Each accident or injury is caused either by an unsafe act of an individual, an unsafe physical condition, or a combination of both. Accidents can be prevented by eliminating unsafe acts and correcting unsafe conditions.~~

~~The benefits of an active safety program touch on every phase of business, home and community. Specifically, these benefits include better working conditions, improved public relations, higher morale of workers, cost reduction, increased production and harmonious employer-employee relations.~~

The City agrees to make every reasonable provision for the safety and health of its employees while at work, to abide by applicable federal, state, county and city laws and to make available such protective equipment as is required by such law.

To accomplish this goal, and as a condition of employment, City officials, management, and staff must all work together to implement this IIPP and to identify, report, and abate potential hazards to foster a safe working environment.

SEC. 26.2 THE PLAN

A. Labor/Management Safety and Health Committee.

The City establishes, implements and agrees to maintain an effective Injury and Illness Prevention Program in accordance with Section 3203 of the General Industry Safety Orders as amended July 1, 1991. In order to accomplish the objectives, a Labor/Management Safety and Health Committee shall be maintained.

B. Safety Coordinator.

The City Manager shall appoint a Safety Coordinator which is typically delegated to a staff member in Human Resources. The Safety Coordinator shall have the following powers and duties:

1. Assist in the implementation and coordination of the Injury and Illness Prevention program for all City departments.

2. Assist in preparing and coordinating an overall educational and training program in accent prevention for all City departments and to assist them in the development of safe operating practices and in the elimination of unsafe conditions.

3. Review and analyze all reports and investigate or assist in investigating all employee accidents reported therein to determine causes and responsibilities, and at regular intervals prepare and distribute reports and summaries of the results for such investigations and review.

4. Call upon any City officer or employee and the Labor/Management Safety and Health Committee as needed for assistance in investigating accidents.

5. Oversee the inspection of City property; make recommendations to City officers and departments for the unsafe operating practices and procedures and unsafe physical and mechanical conditions of City property and facilities; and require such officers and departments to report in writing to the Safety Coordinator as to the action to correct such unsafe conditions.

6. Maintain an internal CAL OSHA 200 LOG and CAL OSHA Supplementary File for the current year and the previous five (5) years at the City Manager's office, City Hall.

7. Post the right half of the CAL OSHA log every February 1 for the entire year.

C. Departmental Safety Coordinator.

Each individual Department Head is delegated the authority and responsibility for implementing the Injury and Illness Prevention program in accordance to the City of St. Helena Injury and Illness Prevention Program, Health & Safety Manual for City Employee within their department. Department Heads must influence employee safety and provide the stimulus necessary to keep line supervisors active in their accident prevention efforts. The Department Head shall appoint a Departmental Safety Committee Coordinator consisting of one or more employees within their department or office.

It shall be the Department Head's responsibility to include those requirements as spelled out in SB 198, Statutes of 1989, Chapter 1369, Labor Code Section 6401.7 and Title 8 California Code of Regulations, General Industry Safety Orders 3203, Construction Safety Orders 1509. Compliance shall include, but not limited to:

1. Identifying safety and health hazards associated with occupations employed.

2. Developing a code of safe practices that effectively address identified hazards.

3. Implementing a system of periodic inspections, investigations and incidents and correcting deficiencies.

4. Implementing a training program for all employees.

5. Establishing a system for communicating with employees on safety matters.

6. Complying with record keeping requirements for Injury and Illness Prevention program.

D. Duties of Department Safety Committee Coordinator(s).

It shall be the duty of each department Safety Committee Coordinator(s) to:

1. Assist the department in promoting safety and in developing an effective accident prevention program within every department or office.

2. Constantly inspect departments or offices for conditions that might cause accidents and bring them to the attention of the Safety Coordinator through the head of their department or office.

3. Investigate and make detailed reports to the Department Head of all industrial, automobile, fire and other accidents involving city property and/or personnel within the department.

4. Assist the Safety Coordinator and the Safety Committee in their reviews.

5. Attend all meetings at the call of the Department Head.

6. Report to respective Department Head.

7. Be a designated department staff member to sit on the Labor/Management Safety and Health Committee.

E. Labor/Management Safety and Health Committee.

~~The City Manager shall establish a Labor/Management Safety and Health Committee. This committee shall be comprised of Departmental Safety Committee Coordinators from each department, should include at least one representation from all City field operations (Fire, Police and Public Works), and shall have a designated management safety representative (as identified and employee representative attend a quarterly Safety and Health Committee meeting. There will be equal representation of unit employees and supervisory management personnel. Unit employees may be nominated and elected by the employees of the department they represent or may be assigned by their appropriate Department Head. Supervisory management employees will be assigned by their appropriate Department Heads. All terms run on a fiscal year basis. Alternates may attend due to any absence.~~

~~F. Duties of the Labor/Management Safety and Health Committee:~~

~~1. Meet regularly on a quarterly basis (law requires at least quarterly).~~

~~2. Designate a Chair, Co-chair and Secretary by vote of the committee members.~~

~~3. Prepare and make available to all employees, written records of the safety and health issues discussed at the committee meetings and minutes of all meetings (minutes will be maintained and posted to the City's intranet by the Secretary).~~

~~4. Review investigations of occupational accidents and causes of incidents resulting in occupational injury, occupational illness or exposure to hazardous substances and, where appropriate, submit suggestions to management for prevention of future incidents.~~

~~5. Review investigations of occupational accidents and their causes with the objective of confirming the causal factors and ensuring steps have been or will be taken to prevent future incidents.~~

~~6. Develop special emphasis programs each fiscal year to communicate safety and health issues to City employees. Special emphasis programs may be based upon occupation injury and illness trends, recognition of hazards in the City, or suggestions from the employees regarding a target area(s) to improve.~~

7. Consider recognition programs for City employees whose contribution to the employees' safety and health efforts is unique in some way that improves the safety and health of City work.

8. Provide a forum for employees to voice safety and health issues, concerns or hazards that have not previously been addressed.

9. Encourage and facilitate employee-to-employer communications, either direct or anonymous.

SEC. 26.3 EMPLOYEE PROTECTION

RULE 21. There shall be no reprisals or discrimination for employee advising the City of unsafe conditions and practices, unrecognized hazards and suggestions to improve workplace safety. No employee or employee organization shall be held liable for any act or omission in connection with a health and safety committee.

RULE 27. FRAUD PREVENTION AND DETECTION POLICY

Commented [A7]: Move entire section to Administrative Policy

SEC. 27.1 OVERVIEW

The City recognizes the importance of protecting the organization, its operations, its employees and its assets against financial risks, operational breaches and unethical activities. Therefore, it is incumbent upon the City Council and City Management to institute and clearly communicate the fraud prevention policy to both internal and external stakeholders.

The City maintains a zero-tolerance policy regarding fraud and corruption. All matters raised by any source will be taken seriously and properly investigated. This policy covers all City employees and officials. Additionally, this policy covers City vendors, customers and partners to the extent that any City resources are committed or used.

SEC. 27.2 THE PLAN

A. Definitions.

1. Fraud is defined as an intentional deception, misappropriation of resources, or the manipulation of data to the advantage or disadvantage of a person or entity. Some examples of fraud include:

2. Falsification or inflation of expenses and invoices

(a) Misappropriation of the City's assets (funds, supplies, furniture, equipment, etc.)

(b) Unauthorized alteration or falsification of records

(c) Improprieties in handling and accounting of monies collected, cash or otherwise

(d) Knowingly providing false information on job applications, time sheets, requests for reimbursement or funding, and other forms

(e) Profiteering as a result of insider knowledge of confidential activities

(f) Computer-related activity involving unauthorized alteration, destruction, forgery, manipulation of data, or misappropriation of City-owned software

3. Corruption is defined as the offering, giving, soliciting or accepting of an inducement or reward that may improperly influence the action of a person or entity. Some examples of corruption include:

(a) Bribery

(b) Conspiracy

(c) Extortion

B. Reporting Fraud and Corruption.

Allegations and concerns about fraudulent or corrupt activity may come from various sources including:

(a) Employees

(b) Vendors

(c) Members of the public

(d) Results of internal or external audit reviews

(e) Any other interested parties

All employees have a duty to report any information or suspicions about the possible fraudulent or corrupt activity of any official, employee, vendor or any other party associated with the City. Such duty includes reporting detected or suspected activity immediately to the employee's Department Head or supervisor.

If reporting this to the employee's Department Head or supervisor compromises the integrity of the information in any way, the employee should contact the City Manager and arrange for a meeting. Similarly, if the information cannot be discussed with the City Manager, the employee should contact the Mayor, Vice-Mayor or other City Council Member and arrange for a meeting to discuss the matter.

Alternatively, anonymous written complaint can be provided to the City Manager or, if the circumstances warrant, to the Mayor, Vice-Mayor or other Council member. It is strongly recommended that complaints be made no later than 10 working days of having knowledge or suspicion. It is also strongly recommended that a written and signed statement of the complaint be submitted to the City Manager within eight working days of the initial anonymous complaint report. Anonymity in the complaint procedure may compromise the City's ability to complete a thorough investigation. Complaints must include the following information:

(f) The employee's name and position title (unless made anonymously).

(g) The name of the alleged person or persons committing the fraud, including their title(s).

(h) The specific nature of the fraud and, if known, how long it has gone on.

(i) Witnesses to the fraud, if any.

No attempt should be made by anyone other than those authorized to conduct investigations or interviews/interrogations related to any suspected fraudulent act.

Retaliation and retribution will not be tolerated against any employee who reports suspected fraudulent or corrupt activities. All reports will be taken seriously and will be investigated by appropriate staff or legal counsel. If deemed necessary, the City will notify and fully cooperate with the appropriate law enforcement agency. Any investigation resulting in the finding of fraud or corruption will be reported to the City Council.

If an employee is determined to have acted maliciously or with deceit in making false accusation, the employee will be subject to disciplinary action.

If suspected fraud involves programs funded in whole or in part with federal funds, additional responsibilities, such as special reporting and disclosure to the awarding agency, may apply to the organization. It is the policy of the City to fully comply with all additional reporting, disclosure and other requirements pertaining to suspected acts of fraud.

C. Deterring Fraud and Corruption.

The City has established internal controls, policies, and procedures in an effort to deter, prevent, and detect fraud and corruption.

All new employees are subject to background investigations including a criminal background check. Prior to making an offer of employment to any applicant, the City will also verify some or all of the following items: employment history, education, and personal references.

All vendors, contractors, and suppliers must be in good standing, and authorized to transact business in the state of California. Vendors, contractors and suppliers are also subject to screening.

Contractual agreements with the City shall contain provisions prohibiting fraudulent or corruptive acts and shall include information about reporting fraud and corruption. City employees will receive fraud and corruption awareness training before the policy implementation and at least every two (2) years. New employees will receive training as part of orientation at the commencement of employment

D. Corrective Action.

Final determination regarding action against an employee, vendor, recipient or other person found to have committed fraud or corruption will be made by the City Manager, the City Council will take appropriate action.

Offenders at all levels of the organization will be treated equally regardless of their position or years of service, position/title, or relationship with the City. Determinations will be made based on a finding of facts in each case, actual or potential damage to the organization, cooperation by the offender, and legal requirements.

Depending upon the seriousness of the offense and the facts of each individual case, action against an employee can range from written reprimand to legal action, either civil or criminal. In all cases involving monetary losses, the City will pursue any and all means of legal recovery.

E. Confidentiality.

The City will treat all information received confidentially to the extent permitted by law. Investigation results will not be disclosed or discussed with anyone other than those who have a legitimate need to know. This is important in order to avoid damaging the reputations of persons suspected by subsequently found innocent of wrongful conduct and to protect the City from potential civil liability.

RULE 28. VOLUNTEER & INTERNSHIP PROGRAM

Commented [A8]: Move entire section to Administrative Policy

Department Heads may appoint volunteer workers/interns who will serve without pay or other compensation. Minors under the age of 14 shall not be eligible for the City's volunteer & internship program. Minors under 18 years of age must obtain workers' permits ("Statement of Intent to Employ Minor and Request for Work Permit"), signed by the minor's parent or guardian, to be eligible for participating in the City's volunteer & internship program. Emancipated minors (i.e., minors entering into a valid marriage) applying for the City's volunteer & Internship Program must still obtain workers' permits—even though parental consent is not required.

EMPLOYEE ACKNOWLEDGEMENTS

CITY OF ST HELENA
ACKNOWLEDGEMENT OF RECEIPT OF PERSONNEL RULES/EMPLOYEE HANDBOOK

I acknowledge that I have received my copy of the City of St. Helena Personnel Rules/Employee Handbook. I recognize that the Personnel Rules/Employee Handbook supersede any inconsistent and/or conflicting Personnel Rules, policy statements, manuals, and/or administrative policies previously issued by the City of St. Helena. I will read and abide by all rules and regulations set forth in the Personnel Rules/Employee Handbook.

I understand that the Personnel Rules/Employee Handbook do not create a vested contractual right in the execution of the duties and responsibilities relating to the Personnel Rules/Employee Handbook.

_____ _____
Print Name Signature

_____
Date

CITY OF ST. HELENA
DRUG-FREE WORKPLACE POLICY
ACKNOWLEDGEMENT OF RECEIPT

By my signature below, I acknowledge that I have received, read, and understood the City of St. Helena's Drug-Free Workplace Policy, and I will abide by its terms. I understand that failure to fully comply with all terms set forth in the policy may lead to disciplinary action, up to and including termination.

_____ _____
Print Name Signature

_____
Date

CITY OF ST. HELENA
ACKNOWLEDGMENT OF RECEIPT OF
POLICY AGAINST DISCRIMINATION, HARASSMENT, RETALIATION, AND ABUSIVE CONDUCT

This will acknowledge that I have received my copy of the City of St. Helena's Policy against Discrimination, Harassment, Retaliation and Abusive Conduct ("Policy") and that I have read the Policy, understand my rights and obligations under the Policy, and agree to be bound by it.

My signature below further signifies that I have read this Policy and that I accept and will abide by all of its provisions.

_____ _____
Print Name Signature

_____
Date

CITY OF ST. HELENA
ACKNOWLEDGEMENT OF
ELECTRONIC COMMUNICATIONS POLICY

Commented [A9]: Moved to Administrative Policy

This will acknowledge that I have received, read, and understand the Policy on the Use of Electronic Communications of the City of St. Helena's ("City"). I am aware that violation of this Policy may result in disciplinary action, up to and including termination. I understand this signed acknowledgement will be maintained in my personnel file.

I recognize and understand that the City's Electronic Communications Systems are to be used primarily for conducting City business. I am aware that I have no expectation of privacy or confidentiality when using the City's Electronic Communications Systems and/or Electronic Storage. I understand that the City has, and will exercise, the right to monitor, review, copy, and/or disclose all matters on the City's Electronic Communications Systems and/or Electronic Storage at any time, with or without notice to me, and that such access may occur during or after working hours. I realize that the use of a password or other security features does not restrict the City's access.

I also hereby consent that the City may monitor, review, and/or copy any information, both personal and business related, on the City's Electronic Communications Systems and/or Electronic Storage at any time, and may, without further notice, disclose that information to a third party, including law enforcement agencies.

My signature below further signifies that I have read this Policy and that I accept and agree to comply with all of its provisions.

Print Name _____ Signature _____

Date _____

CITY OF ST. HELENA
ACKNOWLEDGEMENT OF SOCIAL MEDIA POLICY

Commented [A10]: Moved to Administrative Policy

This will acknowledge that I have received, read, and understand the Social Media Policy of the City of St. Helena's ("City"). I am aware that violation of this Policy may result in disciplinary action, up to and including termination. I understand this signed acknowledgement will be maintained in my personnel file.

My signature below signifies that I have read this Policy and that I accept and agree to comply with all of its provisions.

_____ _____
Print Name Signature

_____
Date

2023 EMPLOYEE HANDBOOK

Adopted July 25, 2023
Resolution No. 2023-___

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RULE 1. GENERAL PROVISIONS

SEC. 1.1 PURPOSE

These Personnel Rules ("Rules") contained within this Employee Handbook are intended to establish and maintain an efficient and uniform personnel program for the City of St. Helena ("City").

SEC. 1.2 APPLICABILITY

The provisions of these Rules apply to all City employees, except those covered by St. Helena Police Department Policy Manual or the St. Helena Fire Personnel Policy Manual. These Rules do not apply to volunteers, interns, elected officials, or contract employees—unless any of the sections in the Employee Handbook specifically provides that it's applicable to these positions or classifications. Temporary employees, including part-time and/or casual employees, are not eligible for any benefits beyond the hourly wage and any benefits required by applicable state or federal law and regulations, unless these Rules specifically state that a listed benefit is granted to temporary employees.

For employees covered by a separate Memorandum of Understanding ("MOU") or other formal, written agreement or compensation resolution, specific provisions of such other MOUs, agreements, or compensation resolutions shall supersede and take precedence over the Rules in this Handbook.

SEC. 1.3 NOT AN EMPLOYMENT CONTRACT

None of these Rules shall be deemed to create a vested contractual right, expressed or implied, for any employee.

SEC. 1.4 PRIOR POLICY REPEALED

The terms and provisions of these Rules prevail over the terms and provisions of any prior City Personnel system rule, resolution, regulation, and/or policy governing the personnel program, and such prior personnel program rules, resolutions, regulations, and/or policies are hereby repealed, including, but not limited to, the Employee Handbook adopted by the City Council by adoption of Resolution 90-4 and amended by subsequent Resolutions.

SEC. 1.5 DELEGATION OF AUTHORITY

Except as otherwise provided, any duties, responsibilities, powers, and authority granted by the Rules to the City Manager, Appointing Authority, Administrative Services Director, Department Head, or any other person may be delegated, in writing, to another designee at the discretion of the delegating individual.

SEC. 1.6 AMENDMENT OF RULES

The City shall have authority to adopt, amend, or repeal these Rules. The City Manager shall have authority to prepare and recommend revisions to the Rules to the City Council.

SEC. 1.7 TERM OF PERSONNEL SYSTEM RULES

These Rules shall take effect when adopted by the City Council of the City. This Employee Handbook shall remain in effect unless repealed, in whole or in part, by the City Council. The City Council may in its sole discretion add to, delete, or otherwise modify these Rules, subject to the following paragraph.

Prior to amendment of these Rules, the City Manager shall comply with applicable requirements of the Meyers-Milias-Brown Act (Government Code Section 3500, *et. seq.*).

SEC. 1.8 VIOLATION OF RULES

Violation of the provisions of these Rules shall constitute grounds for disciplinary action. A violation shall not make disciplinary action mandatory but shall be given such weight as is appropriate in view of all the circumstances.

SEC. 1.9 EMPLOYEE RESPONSIBILITY

It shall be the responsibility of each employee to become aware and be knowledgeable of these Rules.

SEC. 1.10 CONFLICTS

Administrative and/or Department Policies and Procedures

The City Manager or individual City Department Heads may develop and administer supplemental written department policies and procedures as deemed necessary for the efficient, safe, and orderly administration of the City or department. However, no such policies or procedures shall conflict with or supersede these Rules, other City Council resolutions and ordinances, or existing laws, and shall be approved by the City Manager before their implementation.

Copies of department policies and procedures must be distributed to each employee of the department. In the event of a conflict between an administrative or departmental policy or procedure, the provisions of these personnel system Rules shall control. As stated in Section 1.2, these Rules do not apply to employees covered by the St. Helena Police Department Policy Manual or the St. Helena Fire Personnel Fire Manual.

SEC. 1.11 DISTRIBUTION OF PERSONNEL POLICIES

A copy of these Rules shall be posted on the City's website. Each City employee and recognized employee organization shall be informed about the Rules and where to find

them. An employee with questions about these Rules may direct them to their immediate supervisor, the Department Head, or to Human Resources.

SEC. 1.12 SEVERABILITY

If any provision, or the application(s) of any provision of these Rules, as implemented, are rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provision of these Rules shall remain in full force and effect. Nothing in these Rules shall be construed to deny any person or employee the rights granted by federal and state law. The rights, powers and authority of the City Council in all matters, including the right to maintain any legal action, shall not be modified or restricted by these regulations.

SEC. 1.13 CHANGES TO THE LAW

When any local, state, or federal ordinance, regulation, or law that is incorporated in the Rules or upon which the Rules rely is amended, the Rules shall be deemed amended in conformance with those amendments.

SEC. 1.14 DEFINITION OF TERMS

A. General Definition.

All words and terms used in these Rules and in any resolution or ordinance dealing with personnel policies, system, or procedures shall be defined as they are normally and generally defined in the field of personnel administration unless a specific definition is provided for herein.

B. Specific Definitions.

1. Acting Appointment (also known as Temporary Upgrade Pay or Out-of-Class Pay). An appointment to temporarily perform the duties of a higher position. The person filling this position must meet the minimum standards or qualifications of the position. Acting appointments are held on an at-will basis by current City employees.

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

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

4. Anniversary Date. The date upon which a person is appointed to a position or as modified according to these Rules. The date determines eligibility for a salary step increase except as modified according to these Rules.

5. Applicant. Any person submitting a formal completed application for employment with the City.

6. Appointing Authority. Consistent with the requirements, and subject to the exceptions of the St, Helena Municipal Code, the City Manager or their designee is the Appointing Authority for City employees. The City Council shall appoint the City Manager, the City Attorney, and the Fire Chief.

7. Appointment. The offer to, and acceptance by, an individual for a position in the competitive service.

8. At-will Executive Management Employee. An employee who serves at the will of the City Manager and who has responsibility for formulating, administering, and/or managing City policies and programs. In the City, this would typically be department heads.

9. Average Work Day (for part-time employees only). An Average Work Day refers to the average number of hours actually worked per work day, considering a five (5) day work week. This applies to part-time employees only. In any case for which the time period to be considered is twelve (12) calendar months, the average work day is the number of hours worked in the preceding twelve (12) months, divided by two thousand eighty (2080), and then multiplied by eight (8).

10. City. The City of St. Helena, California.

11. City Council. The City Council of the City of St. Helena, California.

12. City Manager. The City Manager of the City of St. Helena, California, or their designee.

13. City Service. All positions in all departments and agencies of the City that are subject to control and regulation by the City of St. Helena.

14. Class. The grouping together of those positions similar in duties, authority, responsibility, and ability. Each class shall be assigned a separate class title.

15. Class Specification. The official description of a class including: (1) the title, (2) a definition, (3) a statement of the duties and responsibilities, and (4) the employment standards, such as education, experience, knowledge, and skills and abilities which may be required of applicants.

16. Classification. The action of assigning a position to a class, that is, a particular type of employment in the City Service designed to include all positions having duties and responsibilities sufficiently similar so that the same requirements as to education, experience,

knowledge, and ability may be required of incumbents and the same schedule or compensation may fairly be made to apply.

17. Compensation. The salary, wage, allowance, and all other forms of valuable consideration earned by or paid to any employee by reason of service in any position, but does not include expenses authorized and incurred incidental to employment.

18. Compensatory Time Off. As provided for by the Fair Labor Standards Act, time off from work in lieu of monetary payment for overtime work.

19. Competitive Service. All positions of employment in the service of the City except those excluded by the employee handbook.

20. Confidential Employee. An employee, who in the course of their duties, has access to confidential information relating to the City's administration of employer-employee relations. This definition shall also include those bargaining unit covered employees, who in the course of their duties, have access to confidential information relating to the City's administration of employer-employee relations and are consequently excludable from holding a bargaining unit office and/or divulging confidential employer information to any bargaining units. This access may include instances of an occasional but critical nature or due to the employee whose position requires the incumbent to provide direct administrative support to a manager who has such access.

21. Continuous Service. Length of uninterrupted employment (including holidays and authorized paid or unpaid leave, but not including other periods of leave without pay or times on suspension, in a regular position) that is measured from the effective date of appointment until separation.

22. Contract Employees. Those individuals employed by the City pursuant to the terms of an individual employment contract that sets forth terms and conditions of employment. Contract employees are at-will employees, are not part of the Competitive Service, and may be terminated without cause and without right to appeal.

23. Day or Days. Calendar days unless otherwise stated.

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

25. Department Head. The individuals designated as the administrative head of a City department. A member of the managerial staff of the City, consisting of the City Manager, the Assistant City Manager, the Fire Chief, the Police Chief, the Director of Public Works, the

Community Development Director, the Library Director, the Recreation Director, and the Administrative Services Director.

26. Disciplinary Action. The discharge, demotion, reduction in pay, or suspension of a regular or management employee for punitive reasons.

27. Domestic Partner. A person who has filed a Declaration of Domestic Partnership with the California Secretary of State pursuant to California *Family Code* section 297 *et. seq*.

28. Employee. A person who is legally occupying a position in the City's service, other than an independent contractor.

29. Eligibility List. The list which contains the names of successful applicants according to relative performance on the total weighted examinations.

30. Exempt Employees. Employees whose duties and responsibilities allow them to be "exempt" from overtime pay provisions as provided by the Fair Labor Standards Act (FLSA) and any applicable state laws.

31. Full-Time Employees. Employees who are regularly scheduled to work 40 or more hours per week. All Positions shall be full-time unless otherwise designated, or unless the compensation is fixed upon the basis of part-time work.

32. Human Resources or HR. The Administrative Services Director of the City of St. Helena, California, or their designee.

33. Internal Recruitment. A recruitment for a particular position that is open to regular and probationary employees only.

34. Lay-Off. The separation 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 organization changes.

35. Management. Those employees holding the position of Department Director or higher.

36. Memorandum of Understanding (MOU). An Agreement reached as a result of meeting and conferring on hours, wages, and working conditions in accordance with California law and City ordinances, resolutions, and rules.

37. Mid-Manager/Mid-Management Employee. An employee whose position is just below the Department Heads or City Manager and is responsible for managing a distinct responsibility area. Mid-Managers are in regular City service and are not at-will.

38. Minimum Qualifications. The minimum requirements for an applicant to be considered for a particular City position, which vary according to the position sought.

39. Non-exempt Employees. Employees who hold positions that, by the nature of the job requirements or the salary earned, is entitled to earn compensation at an overtime rate. Non-exempt status is based on applicable law, including, but not limited to the federal Fair Labor Standards Act ("FLSA").

40. Open-Competitive Recruitment. A recruitment for a particular position that is open to all interested applicants.

41. Overtime. As defined by the Fair Labor Standards Act.

42. Part-Time Employees. Employees who are regularly scheduled to work fewer than forty (40) hours per week.

43. Position. A specific office or employment provided by the budget, whether occupied or vacant of limited term or regular term, and requiring the performance of certain duties and responsibilities assigned or delegated by the Appointing Authority.

44. Probationary Period. A period to be considered an integral part of the examination, recruiting, testing, and selection process during which an employee is required to demonstrate fitness for the position to which the employee is appointed by actual performance of the duties of the position, and during which an employee may be rejected from the position without cause and without right of appeal.

45. Promotion. The movement of an employee from a position in one class to a vacant position in another class having a higher maximum base rate of pay.

46. Provisional Appointment. An appointment of a person who is not a current employee and who possesses the minimum qualifications established for a particular class due to the absence of available eligible candidates.

47. Reclassification. Modification of job title and corresponding salary range adjustment supported by an appropriate classification analysis prepared under the direction of HR, which identifies a change in level of difficulty, job requirements, or job responsibilities between the existing job description and actual job duties.

48. Reduction in Pay. A temporary or permanent decrease in an employee's rate of pay for disciplinary reasons.

49. Reemployment. The restoration of a former regular employee to a classification in which the employee formerly served as a regular non-probationary employee prior to being laid off from the City.

50. Reemployment List. A list of names of regular employees who have been laid off from a position.

51. Regular Employee. An employee in a full-time position within the competitive service who has successfully completed the probationary period and has been retained as hereafter provided in these Rules.

52. Regular Position. A full-time budgeted position of indefinite duration to be filled by a Regular Employee.

53. Reinstatement. The restoration without examination of a former employee or probationary employee to a classification in which the employee formerly served.

54. Rejection. The involuntary separation from the City service of an employee who has not successfully completed the probationary period for a position, or the demotion of an employee who did not successfully complete the employee's promotional probationary period.

55. Resignation. The voluntary separation of a City employee from the City service.

56. Salary Range. The range of salary rates for a class; the classifications may be paid on an hourly or salaried basis, as applicable, and the term “salary” is utilized as a general term for cash compensation paid either an hourly or salaried basis.

57. Salary Rate. The dollar amount of each step in a salary range, or the flat dollar amount for a class not having a salary range.

58. Salary Step. The minimum through maximum salary increments of a salary range.

59. Seniority. An employee's status in relation to other employees based first on years of service in a particular class and then on total years of service at the City.

60. Standby. A period or condition which requires that an employee be able to readily report to work and be prepared to undertake work tasks. This normally includes either remaining at their home telephone or otherwise arranging for the immediate and convenient notification of an emergency condition and being prepared to timely report to the site of the work assigned.

61. Supervisor. The mid-management staff of the City, including the designated assistant to a Department Head or the head of a sub-department or a division of a department.

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

63. Temporary Employee. An employee who is appointed for a limited period of time for a specified, limited purpose. A temporary employee is generally classified as a casual worker, and is given a working title, but is not appointed to a position.

64. Termination. Separation from City employment for disciplinary reasons or as a result of rejection during a probationary period.

65. Transfer. The movement of an employee from one position to another vacant position in the same class or to a vacant position in another class with the same maximum base rate of pay that has similar job duties and qualifications.

66. Vacancy. An unfilled authorized position in the City employment.

67. Work Day. (1) One calendar day during which an employee is normally scheduled to work; if the employee is engaged in shift work that begins on one calendar day and ends on the following day, only one work day is denoted. (2) The number of hours of work contained in a calendar day for a given employee.

SEC. 1.15 NON-DISCRIMINATION

A. Equal Employment Opportunity.

The City is committed to a policy of equal opportunities for applicants and employees. The City does not discriminate against applicants or employees (including interns, volunteers, and contractors, regardless of their classifications), with respect to terms or conditions of employment based on race, religious creed, color, national origin, ancestry, sex, age, physical or mental disability, medical condition, sexual orientation, marital status, gender identity, gender expression, genetic characteristics or information, military and veteran status, and/or any other category protected by federal and/or state law, nor does the City discriminate against applicants or employees (including interns, volunteers, and contractors, regardless of their classifications) who are perceived to have such characteristics or who associate with an individual having such characteristics. Every reasonable effort will be made to provide an accessible work environment for such employees and applicants.

B. Disabled Applicants and Employees.

Employment practices (*e.g.*, hiring, training, testing, transfer, promotion, compensation, benefits, and discharge) will not discriminate against disabled employees or applicants.

The City will engage in the interactive process, as defined by the Americans with Disabilities Act ("ADA") and the Fair Employment and Housing Act ("FEHA"), to determine whether an applicant or employee is able to perform the essential functions of their position. During this process, the City will examine possible reasonable accommodations that will make it possible for the employee or applicant to so perform.

1. Request for Accommodation. An applicant or employee who desires a reasonable accommodation in order to perform essential job functions should make such a request in writing to the Human Resources. The request must identify: (1) the job-related functions at issue; and (2) the desired accommodation(s). Reasonable accommodation can include, but is not limited to, job restructuring, reassignment to a vacant position for which the employee is qualified, leaves of absence, and making facilities accessible.

2. Reasonable Documentation of Disability. Following receipt of the request, the Human Resources may require additional information, such as reasonable documentation of the existence of a disability or additional explanation as to the effect of the disability on the employee's ability to perform their essential functions, but will not require disclosure of diagnosis or genetic history.

3. Interactive Process. The City will engage in the interactive process, as defined by the FEHA and ADA, to determine whether an applicant or employee is able to perform the essential functions of their position. During this process, the City will examine potential reasonable accommodations that will make it possible for the employee or applicant to so perform. Such interactive process may include a meeting with the employee or applicant, the City, and will typically include information from the employee's or applicant's health care provider.

4. Case-by-Case Determination. The City determines, in its sole discretion, whether reasonable accommodations(s) can be made, and the type of reasonable accommodations(s) to provide. The City will not provide an accommodation that would pose an undue hardship upon the City or that is not required by law.

5. Fitness for Duty Leave. While the City is engaged in the interactive process with an employee, the City may require that the employee be placed on a fitness for duty leave.

6. Medical Examinations.

Following a conditional offer of employment, prospective employees in a designated classification could be required to complete a post-offer, pre-employment medical examination. The City may require that employees take a psychological and/or a medical examination, as it deems necessary in order to determine employees to be mentally and physically capable of performing the essential functions of the job.

Conditional offers of employment are made contingent upon passing this medical examination; however, the City will make reasonable accommodations to the special needs of any disabled individual as required by law. A licensed health care provider chosen by the City will perform such examination without cost to the prospective employee. The prospective employee will be required to complete a medical history questionnaire and a medical records release as necessary to facilitate the examination. The health care provider will indicate the employee's fitness for employment on the examination form. In the event the examination is not completed prior to the employee's scheduled start date, only a temporary appointment may be made. Probationary appointment will be contingent on a satisfactory examination.

Depending on the essential functions of a position, a medical examination may be required for:

(a) Applicants who have received a conditional offer of employment;

(b) Employees seeking a transfer from one position requiring general physical abilities to another position requiring physical abilities of a specific and different nature;

(c) Employees returning to work from a medical leave of absence, subject to any restrictions imposed by the California Family Rights Act. The physician conducting the medical examination will be supplied with a current job description indicating the essential functions of the position; or

(d) When a supervisor observes or receives a reliable report of an employee's possible lack of fitness for duty. Observations and reports may be based on, but are not limited to, employee's own self-report of potential unfitness, dexterity, coordination, alertness, speech, vision acuity, concentration, response to criticism, interactions with the public, co-workers, and supervisors.

The results of all medical examinations will be kept confidential. Examination results for newly hired employees and employees transferring to another position will be kept in the employee's confidential medical file. No employee will hold any position in which the employee is not able to perform the essential functions of the job, with or without reasonable accommodation.

7. Prevention of Harassment/ Discrimination/Retaliation.

City policy prohibits harassment and discrimination based on an employee's race, color, ancestry, national or geographical origin, ethnicity, sex, gender, sexual orientation, gender identity, gender expression, age, religious or political affiliation or belief, creed, physical or mental disability, medical condition, genetic information, marital or registered domestic partner status, membership in or attitude toward any employee organization, military or veteran status, and/or any other category protected by federal and/or state law. In addition, City policy prohibits retaliation because of the employee's opposition to

a practice the employee reasonably believes to constitute employment discrimination or harassment or because of the employee's participation in an employment investigation, proceeding, or hearing.

Employees who believe they have been harassed, discriminated against, or retaliated against, should report that conduct to their own supervisor, any City Supervisor or Department Head, or Human Resources and the City will investigate those complaints. For more information regarding the policy and complaint procedures, employees should review the City's policy against harassment, discrimination, and retaliation under Rule 16 of the Handbook.

RULE 2. CLASSIFICATIONS

A. Human Resources, with the assistance of the Department Head, will prepare written job descriptions for each class of positions.

B. Each job description will include the class title, a brief description of the scope, nature, and responsibility of the class, and a description of the tasks or duties ordinarily performed in the positions allocated to the class which includes a statement of the minimum qualifications considered necessary for proficient performance of the work, including education, experience, training, knowledge, skills, physical characteristics, and any additional factors considered pertinent. Job descriptions are not restrictive. While job descriptions will include essential functions of positions, they shall not be construed as an all-inclusive list of tasks performed; or be interpreted as restricting the assignment of related tasks not specifically listed therein; or as limiting the authority of supervisory personnel to assign, direct, and control the work of subordinate employees. A supervisor may assign other related duties and responsibilities or otherwise direct the work of employees.

C. Substantive revisions to job descriptions that are associated with substantive changes to the duties performed by a particular class shall be subject to approval by the City Council. Non-substantive changes, such as to reflect previous, gradual changes to the conditions in which work is currently performed or to improve accuracy in describing the class or position title or non-substantive details associated with job duties already performed, may be approved administratively by the City Manager and are not subject to approval by the City Council.

D. Each job description will identify the date of approval or last revision.

E. The City Manager shall ascertain and record the duties and responsibilities of all positions in the City and shall prepare a classification plan for such positions. The classification plan shall consist of classes of positions defined by class specification, including the title. The classification plan shall be so developed and maintained that all positions

substantially similar with respect to duties, responsibilities, authority and character of work are included within the same class.

F. The City's classification plan is continually reviewed, based on the job analysis, and utilized for decision making on compensation, selection, employee development, career advancement, and other personnel activities. The City Manager shall ascertain and record the duties and responsibilities of all positions in competitive service and prepare a classification for such positions.

G. Each position shall be allocated to the appropriate class in accordance with the character, difficulty, and responsibility of its assigned duties. Positions in a single class shall be sufficiently similar to permit substantially the same level of skill, knowledge, ability, and other qualifications required of incumbents, same or similar selection method to select incumbents, and the same schedule of compensation.

H. The City Manager shall prepare the proper assignment of any new positions to a class in the classification plan or, when appropriate, create a new class. When a new position is created and is classified before it is occupied, the position shall be subject to review by the City Manager after it is occupied to determine if the incumbent is performing the duties of the class.

I. The reclassification plan may be amended from time to time. The assigned duties of positions that have been materially changed by the City so as to necessitate reclassification, whether new or already created, shall be allocated by the City Manager to a more appropriate class. Reclassification shall not be used for the purpose of avoiding restrictions concerning demotions and promotions, nor to affect a change in salary in the absence of a significant change in assigned duties and responsibilities. During the process of consideration of the impacts of such amendments, recognized employee organization(s) affected shall be notified as required by the Meyers-Milias-Brown Act (Government Code Section 3500 *et. seq.*).

J. The City Manager may approve the relocation of a position to a different class or approve the creation of a new class whenever the duties of the position change materially. This may occur upon the recommendation of the Department Head or upon the request of an employee and with concurrence of the Department Head. When any change is made within a Department that significantly affects the duties and responsibilities of any position, the Appointing Authority shall report these facts in writing to Human Resources. Human Resources may study the allocation of any position in the classification plan and make recommendations to the City Manager for a change in class or the allocation to a more appropriate class. The Department Head shall be consulted before a classification study begins in their department.

RULE 3. COMPENSATION

SEC. 3.1 SALARY ON APPOINTMENT

A. New Employees. New employees shall be paid at the first step of the salary range (*i.e.* Step A) for the position to which the employee is appointed except as provided for elsewhere in these Rules.

B. Advanced Step Hiring. The City Manager may appoint a new employee to an advanced step of the pay range if it is determined that qualified applicants cannot be successfully recruited at the first step of the salary range.

C. Reemployment. A person who previously held a position with the City and was in good standing may, at the discretion of the City Manager, when reemployed in a position with the same or lower pay range than held at separation, be appointed at the same salary rate which was paid at the effective date of the person's termination**,** or the nearest lower applicable step for the range to which the person is appointed.

D. Salary Schedule. Salaries paid and any special compensation shall be in accordance with these Rules and the most recent applicable Salary Resolution adopted by the City Council and any amendments thereto. Such Resolutions are hereby incorporated as part of these Rules and are available from the City Clerk.

E. 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 City Council or as set forth in the applicable Municipal Code.

F. Hourly Rates. Where any bi-weekly pay rate is to be converted to a salary hourly equivalent, the bi-weekly rate of pay shall be divided by 80 to determine the hourly rate. Daily rates are equivalent to the appropriate hourly rate multiplied by eight hours.

SEC. 3.2 SALARY ANNIVERSARY DATES

Employees shall have a salary anniversary date of their date of hire. Employees who have been promoted or demoted since their date of hire shall have a salary anniversary date of their date of promotion or demotion, as applicable. The salary anniversary date may be modified by the action of the Appointing Authority.

SEC. 3.3 INCREASES WITHIN SALARY RANGE

Employees will normally become eligible for an adjustment in pay after having served satisfactorily for the designated qualifying period and after a performance report evaluation--typically six (6) months of service in the first or starting step. The adjustment shall be made only if recommended by the employee's supervisor, and if

approved by the City Manager. The remaining steps are incentive adjustments, based on performance evaluation, to encourage an employee to perform at their highest level, and to recognize seniority and increased skill on the job. Employees are normally eligible for these adjustments any time after the completion of six (6) months of service at the preceding step, until step D, at which time the qualifying period to become eligible for Step E is the completion of twelve (12) months of service at the preceding step. This period may be shortened or extended in conjunction with the performance report recommendations and as approved by the City Manager.

In general, an employee becomes eligible for the next higher step based on the following schedule:

- Six (6) months at Step A to become eligible for Step B;
- Six (6) months at Step B to become eligible for Step C;
- Six (6) months at Step C to become eligible for Step D;
- Twelve (12) months at Step D to become eligible for Step E.

Other regular employees 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.

In unusual cases, upon recommendation of the Department Head, where special ability or aptitude is demonstrated, the Manager may approve advancement of an employee to a higher step before completion of the normal qualifying period.

SEC. 3.4 SALARY UPON PROMOTION

Except in instances where the granting of a full step increase would result in a salary in excess of the top step of the salary range, any employee who is promoted to a position in a class with a higher salary range shall be placed on the step in the new higher range which is at least equal to an advancement of 5% over their prior step. If the maximum of the range would be exceeded by such advancement, the employee shall receive the top step of the range. An employee thus promoted is assigned to a new salary anniversary date effective on the date of promotion.

SEC. 3.5 SALARY ON DEMOTION

Any employee who is demoted to a position in a class with a lower salary range shall have their salary reduced to a salary step in the range for the lower class which is:

A. If a disciplinary demotion, one or more steps less than that received in the salary range for the class from which the employee is demoted. A new salary anniversary date shall be established on the basis of the demotion.

B. If a non-disciplinary demotion, the step the employee would have attained in that lower class if their services had been continuous in the said lower

class with the same level of performance and length of service. The employee shall retain their salary anniversary date.

SEC. 3.6 ACTING PAY, TEMPORARY UPGRADE PAY OR OUT-OF-CLASS PAY

A. Acting Pay/Temporary Upgrade Pay.

An employee may be required on the basis of an acting appointment to serve in a class with a higher salary range than that of the class in which the employee is normally assigned. The City Manager has the discretion to provide such an employee with additional pay, up to ten percent (10%) of the employee's current base rate of pay, during the acting period, provided the following classifications are met:

1. The employee shall possess the minimum qualifications for the higher class, and perform all the duties and assume the assigned additional responsibilities of the higher Class, and

2. The acting appointment is made in writing.

This additional pay is provided at the City Manager's sole discretion and must be pre-approved in writing.

Whether the additional pay is reportable compensation for retirement purposes shall be subjected to applicable laws and regulations. Under current CalPERS rules and regulations, any additional pay for performing partial duties of the higher class shall not be reportable special compensation.

B. Out-of-class Pay.

An employee may be temporarily assigned to perform substantial functions of a higher classification for at least a period of one month (1) but may not perform those additional duties on a full-time basis (2) and/or the employee assigned to the position normally responsible for the duties is not absent.

The City Manager has the discretion to provide an increase of up to ten percent (10%) of the employee's current base rate of pay, effective on the first day of assumption of the substantial additional duties and continuing until the City Manager determines that the assignment of the additional duties ceases.

This additional pay is provided at the City Manager's sole discretion and must be pre-approved in writing.

Whether the additional pay is reportable compensation for retirement purposes shall be subjected to applicable laws and regulations. Under current CalPERS rules and regulations, any additional pay for performing partial duties of the higher class shall not be reportable special compensation.

Acting Pay, Temporary Upgrade Pay and Out-of-Class Pay shall be reported in accordance with the requirements of Government Code Section 20480.

C. Reporting Time Worked.

Non-exempt employees are responsible for reporting on a City form all hours worked and leave taken during the pay period, and these employees are responsible for securing approval of their immediate supervisor on the City form, indicating approval of all the hours submitted.

SEC. 3.7 PAY PERIODS

A. The salaries and wages of all employees are paid bi-weekly, generally on Friday following the end of the pay period.

B. The City Manager retains discretion to change the timing of future pay periods. Should the City Manager decide to implement this change, employees will receive written notice of the intended change before the next pay day.

C. In the event a pay day falls on one of the holidays listed in these rules, the immediately previous working day shall become the pay day.

RULE 4. APPLICATIONS, RECRUITMENT AND EXAMINATIONS

SEC. 4.1 VACANCIES

A. Vacant regular positions, as defined above, may be filled only by selection from an eligibility list, by acting or provisional appointment, by transfer, by reinstatement, or by demotion. Selection of employees for positions is made by the City Manager after considering recommendations from the Department Head.

B. When a position becomes vacant, the City Manager shall be notified by the supervisor responsible for the position regarding the need to fill the vacancy, and the requested method for filling the vacancy.

C. Announcements of all vacant positions will be publicly posted through online or on City bulletin boards at the discretion of Human Resources or the City Manager.

D. Appointing Authority.

1. Appointment of temporary and part-time employees shall be by the Department Head with the approval of the City Manager.

2. Appointment of full-time employees shall be by the City Manager.

3. Appointment of Department Heads shall be by the City Manager in accordance with applicable provisions of the Municipal Code.

SEC. 4.2 ANNOUNCEMENT OF VACANCIES/ACCEPTANCE OF APPLICATIONS

A. If a continuing need for the position exists, the City Manager will determine whether to conduct an initial internal recruitment or proceed directly to an open-competitive recruitment.

B. The City Manager may conduct an internal recruitment when they determine, in their sole discretion, that doing so is in the best interest of the City.

C. If the position will be filled by open-competitive recruitment, then the City Manager (or the City Manager's designated individual) will publicly advertise the position by a written announcement setting forth the basic requirements for the job, a closing date for acceptance of applications, and information where applications and the job description can be obtained.

D. If the City Manager determines that an initial internal recruitment will be conducted, then the City Manager will limit all initial advertisement for the position to current employees only and will initiate the examination process, ending with an interview with the responsible supervisor.

E. The City Manager in their discretion may designate the internal recruitment as a "Promotional Recruitment." An internal Promotional Recruitment will only be open to current employees for which the open position would be a promotion.

F. As part of an initial screening process, employees who achieved a rating of "Does Not Meet Expectations" on their most recent performance report will be disqualified from further consideration at the first step of the internal recruitment.

G. Following completion of the interview process for internal applicants and scoring of candidates, the supervisor will provide the City Manager with a written recommendation, as follows:

1. The internal eligibility list should be used to extend a conditional offer of employment; or

2. Cause exists as set forth in Section 4.3 to abolish the internal eligibility list and proceed with an open-competitive recruitment for which any prior internal candidates may re-apply.

H. If in the City Manager's sole discretion, the City Manager finds cause to abolish the internal eligibility list, the affected applicants will receive written notice of this action and of the opportunity to re-apply in connection with the open-competitive recruitment.

I. For all recruitments, applications will be available online through the City's website. Applications will be collected by Human Resources until the closing date specified in the announcement for acceptance of applications.

SEC. 4.3 ELIGIBILITY LIST/SELECTION TESTING

Following the closing date for applications, and completion of the examination process, an eligibility list shall be created.

A. Criminal Conviction History.

1. The City shall not ask any applicant for employment to disclose, through any written form or verbally, at any time, information concerning an arrest or detention that did not result in conviction, or information concerning a referral to, and participation in, any pre-trial or post-trial diversion program, or concerning a conviction that has been judicially dismissed or ordered sealed pursuant to law, including, but not limited to, Sections 1203.4, 1203.4a, 1203.45, and 1210.1 of the Penal Code.

2. Unless otherwise required by law, the City shall not ask an applicant for employment to disclose, orally or in writing, information concerning the conviction history of the applicant, until the City has made a conditional offer to the applicant.

B. Examination Process and Background Screening.

1. Examinations shall be conducted and used to aid in the selection of qualified employees. They shall consist of recognized selection techniques that will fairly test the qualifications of candidates and shall be job-related. Examinations may include, but are not limited to, written tests, personal interviews, performance tests, physical agility tests, evaluation of daily work performance, work samples, or any combination thereof. The City Manager or designee may set minimum standards for all tests.

2. Classifications designated by the City shall have their fingerprints submitted for clearance through the California Department of Justice and other agencies as deemed appropriate. Fingerprints will be submitted using the "LiveScan" process and in accordance with applicable state, federal, and local laws regarding the LiveScan process.

3. The City also retains the right to conduct a thorough background check of each applicant. When conducting background checks on applicants, the City shall comply with all requirements of the Federal Fair Credit Reporting Act and the California Investigative Consumer Reporting Agencies Act.

4. Upon scoring of all selection components, the names of applicants will be placed on eligibility lists, ranked according to scores.

5. In case of tied scores, the following rules shall apply:

(a) For purposes of placement on the eligibility list, if an applicant who has a tied score is a veteran, as that term is defined in Section 50088 of the California Government Code, or as may be amended, the tie will be broken in favor of the veteran, such that the veteran will be placed at a higher position than the non-veteran.

(b) All other candidates with tied scores shall be listed in alphabetical order.

C. Duration of Eligibility Lists.

1. Eligibility lists shall become effective upon the City Manager's certification that the lists represent the relative evaluations of the candidates whose names appear on them.

2. Unless otherwise provided in these Rules, eligibility lists shall be effective for a period of one (1) year from the date of their establishment, provided that the City Manager may extend the period not to exceed an additional twelve (12) months. The City Manager may abolish for cause an eligibility list at any time and request a new recruitment and the preparation of a new eligibility list for any class or position. Two (2) or fewer names of qualified candidates available for appointment on an eligibility list constitute sufficient cause for abolishing an eligibility list, but it is not the sole reason constituting cause.

D. Removal of Names from Eligibility Lists.

1. The City Manager may remove the name of any eligible candidate from an eligibility list for any of the following reasons:

(a) On evidence that the eligible candidate cannot be located by postal authorities:

Failure to reply within five (5) business days to a letter requesting information as to availability for appointment, or failure to notify Human Resources of any change of address resulting in the return of letters without forwarding by the U.S. Post Office, will be considered grounds for removal. A candidate who is notified of their removal under this section may request in writing that the City Manager restore their name to the eligibility list. Such a request may be granted if, in the City Manager's sole discretion, an acceptable reason exists for the candidate's failure to reply to a notice requesting availability for appointment or failure to file a notice of a changed address. Upon receipt of a verbal or written statement from the eligible candidate declining appointment and stating that the employee wishes their name to be removed from the eligibility list.

(b) If an offer of regular full-time employment in the class for which the eligibility list was established has been declined by the eligible candidate.

(c) If an eligible candidate on a promotional eligibility list leaves the City service.

(d) After a determination has been made by the City Manager that the candidate does not meet job-related standards.

E. Availability of Candidates. It shall be the responsibility of eligible candidates to notify the City in writing of any change of address or other change affecting availability for consideration for appointment.

F. Disqualification based on Criminal Conviction History.

1. If a background screening discloses a previous criminal conviction, the City Manager will make an individualized assessment of whether the applicant's conviction history has a direct and adverse relationship of the job that justify denying the applicant the position. In making the individualized assessment, the City Manager will take into account a number of factors in determining whether to disqualify the applicant or rescind a conditional offer, if any. Such factors may include the nature of the position, nature and gravity of the conviction, length of time since conviction, and completion of any resulting incarceration or probation.

2. If the City Manager disqualifies the candidate based on the conviction history, the City will provide written notification along with a copy of the criminal history report, if any. In the City's written notice, an explanation of the applicant's right to respond to the notice of the City's preliminary decision before the decision becomes final and the deadline by which to respond will be included. In the notice, the City will also inform the applicant that the applicant's response may include submission of evidence challenging the accuracy of the conviction history report that is the basis for rescinding the offer, evidence of rehabilitation or mitigating circumstances, or both.

3. The applicant shall have at least five (5) business days to respond to the City's notice before the City makes a final decision. If, within the five (5) business days, the applicant notifies the City in writing that the applicant disputes the accuracy of the conviction history report that was the basis for the preliminary decision to possibly rescind the offer and that the applicant is taking specific steps to obtain evidence supporting that assertion, the applicant shall have five (5) additional business days to respond to the notice.

4. If the City, upon reviewing the applicant's response, makes a final decision of disqualification, the City shall notify the applicant its final decision in writing.

G. Conditional Offer of Employment.

All job applicants are required to submit to a physician's examination, and depending on the Position, may also be required to submit to a drug screen, at the City's expense, upon being made a conditional offer of employment. No job commitment shall be made until a negative drug screen result is obtained, where applicable, and a physician has certified that the applicant is medically fit to perform the essential functions of the Position, with or without reasonable accommodation. When the applicant reports to the medical facility for the scheduled examination, personal identification shall be provided to the facility in the form of a photograph and verifiable signature (for example, a driver's license). All test results will be kept confidential. The applicant will be told whether the tests were passed or failed, but only the City Manager, Administrative Services Director, and their designee(s) will have access to the test results, on a need-to-know basis.

H. Employment Oath.

1. All employees of the City must complete and sign the Oath or Affirmation of Allegiance for Public Officers and Employees on the first day of employment or as soon thereafter as practicable in accordance with Section 3 of the Constitution of the State of California.

2. A signed copy will be included in the employee's personnel file.

RULE 5. APPOINTMENTS

SEC. 5.1 APPOINTMENT OF NEW EMPLOYEE

The hire date of a new employee shall be that of the first day actually worked.

SEC. 5.2 PROVISIONAL APPOINTMENTS

A. It shall be the policy of the City to require all supervisors and other appointing authorities, whenever possible, to notify the City Manager of impending or anticipated vacancies in their departments sufficiently in advance so as to allow for the establishment of an appropriate eligibility list. However, when the demands of the services are such that it is not practicable to give such notification and if it is not practicable to delay appointment until a new eligibility list can be certified, the Appointing Authority may make a provisional appointment to the position. As soon as practicable, but not longer than six (6) months after a provisional appointment has been made, the City Manager may cause an examination to be prepared, and all positions filled provisionally shall be filled by an appointment from an eligibility list. Provisional appointments

are not intended to be long-term and shall not exceed a total of six (6) months.

B. A person appointed to a position on a provisional basis shall not be entitled to credit for the time served under the provisional appointment toward the completion of their probationary period and shall be entitled to the same salary and other benefits as an applicant appointed from an eligibility list except that the employee may not be employed under the provisional appointment for longer than the period authorized herein.

C. No preference shall be allowed in any examination or the establishment of any eligibility lists for a position for an applicant who rendered service in that position under a provisional appointment.

SEC. 5.3 ACTING APPOINTMENTS TO A HIGHER CLASS

An acting appointment may be made of a current employee to a higher class or position occupied by a person on temporary leave or disability. Upon the return of the incumbent from leave or disability, the acting appointment shall be immediately terminated, and the appointee shall resume the duties and receive the compensation and privileges as if the employee had continued their duties in their previous classification.

SEC. 5.4 REINSTATEMENT

The City Manager may reinstate any person who has resigned in good standing, provided that such reinstatement is accomplished within one (1) year of the date of resignation, or as otherwise required by law. Such reinstatement action may, at the discretion of the City Manager, take precedence over any eligibility list except a reemployment list. Any person so reinstated shall be subject to a new probationary period of the same length as established for new appointees to a position in the class, unless excused by the City Manager.

SEC. 5.5 TRANSFER

A. The City Manager may institute a voluntary or involuntary transfer of an employee from one position to another vacant position in the same class or to a vacant position in a comparable class at the same salary level.

B. An employee who has achieved a rating other than “Does Not Meet Expectations” on their most recent performance evaluation may initiate a request for voluntary transfer to an available position in the same Class for which a recruitment has not yet opened, and for which the employee meets the minimum qualifications, by submitting a request in writing to the supervisor. The supervisor will issue a written recommendation to the City Manager as to whether to proceed with an internal recruitment or open-competitive recruitment, or to exercise the discretion to grant the employee’s transfer request.

C. While the City Manager retains sole discretion whether to institute voluntary and involuntary transfers, consideration will be given to the affected employee's and the supervisor's wishes.

SEC. 5.6 NEPOTISM

A. Definitions.

1. Applicant. A person who applies for a position at the City and is not a current employee.

2. Change of Status. A change in the legal status or personnel status of one or more current employees.

(a) Changes in legal status include, but are not limited to, marriage, divorce, separation, or any such change through which a current employee becomes a family member or ceases to be a family member of another current employee.

(b) Changes in personnel status include, but are not limited to, promotion, demotion, transfer, resignation, retirement, or termination of a current employee who is a family member of another current employee.

3. Current Employee. A person who is presently a City employee or an elected or appointed City official.

4. Direct Supervision. One or more of the following roles, undertaken on a regular, acting, overtime, or other basis shall constitute "Direct Supervision":

(a) Occupying a position in an employee's direct line of supervision;

(b) Functional supervision, such as a lead worker, crew leader, or shift supervisor; or

(c) Participating in personnel actions including, but not limited to, appointment, transfer, promotion, demotion, layoff, suspension, termination, assignments, approval of merit increases, evaluations, and grievance adjustments.

5. Family Member. A spouse, domestic partner, parent, parent-in-law, step-parent, legal guardian, sister, step-sister, sister-in-law, brother, step-brother, brother-in-law, child, step-child, legal ward, daughter-in-law, son-in-law, grandchild, or grandparent.

B. Prohibited Conduct.

Conduct by family members including, but not limited to, one or more of the following:

(a) Participation directly or indirectly in the recruitment or selection process for a position for which a family member is an applicant;

(b) Direct supervision of a family member that does not comply with limitations set forth in this Rule; or

(c) Conduct by one or more family members that have an adverse effect on supervision, safety, security, or morale.

C. Guidelines for Applicants.

No qualified applicant may be denied the right to file an application for employment and compete in the examination process. However, consistent with this Section, the City may reasonably regulate, condition, or prohibit the employment of an applicant for a full-time position.

D. Disclosure. Each applicant is required to disclose the identity of any family member who is a current employee.

E. Assessment by Human Resources.

For each applicant who has a family member who is a current employee, Human Resources shall assess whether any of the following circumstances exist:

1. Business reasons of supervision, safety, security, or morale warrant the City's refusal to place the applicant under direct supervision by the family member; or

2. Business reasons of supervision, security, or morale that involve potential conflicts of interest or other hazards that are greater for family members than for other employees, which warrant the City's refusal to permit employment of family members in the same department, division, or facility.

F. Decision.

1. If Human Resources determines that either of the above circumstances exists, the Administrative Services Director shall exercise their discretion to either reject the applicant or consider the applicant for employment in a position that does not present either of the above circumstances.

2. Following examination, if the applicant is successfully certified as eligible, they may be employed in a position for which the Administrative Services Director has determined that neither circumstance exists pursuant to Section 5.6.

3. When an eligible applicant is refused appointment by virtue of this Section, their name shall remain on the eligibility list for openings in the same classification. For each opening, the Administrative Services Director shall make a determination consistent with Section 5.6.

G. Guidelines for Current Employees.

1. Employees shall report a Change of Status to Human Resources within a reasonable time after the effective date of the Change of Status. Wherever feasible, employees shall report a Change of Status in advance of the effective date.

2. Within thirty (30) days from receipt of notice, the Administrative Services Director shall undertake a case-by-case consideration and individualized assessment of the particular work situation to determine whether the Change of Status has the potential for creating an adverse impact on supervision, safety, security, or morale.

3. The Administrative Services Director shall consult with an affected supervisor to make a good faith effort to regulate, transfer, condition, or assign duties in such a way as to minimize potential problems of supervision, safety, security, or morale.

4. Notwithstanding the above provisions, the City retains the right to exercise its discretion to determine that the potential for creating an adverse impact on supervision, safety, security, or morale cannot be sufficiently minimized and to take further action pursuant to Section 5.6.

5. Following a Change of Status or new hire of a family member, affected supervisors shall reasonably monitor and regulate both family members' conduct and performance for a period of one (1) year from the date of the Administrative Services Director's determination. The supervisor shall document these actions. Successive supervisors may re-visit such a determination at their discretion.

6. If the supervisor determines, subject to any applicable requirements of due process, that an employee has engaged in prohibited conduct, the supervisor shall re-visit the Administrative Services Director's determination. Depending on the severity of the Prohibited Conduct, the supervisor may recommend that the Administrative Services Director take one or more of the following additional measures:

(a) Transfer one of the family members to a similar position that would not be in violation of this policy. The transfer will be granted

provided the family member qualifies and there is an opening to be filled. There can be no guarantee that the new position will be within the same classification or at the same salary level.

(b) If the situation cannot be resolved by transfer, one of the family members must separate from City employment. If one of the employees does not voluntarily resign, the employee with primary responsibility for the prohibited conduct will be discharged.

(c) Supervisors who receive complaints from other employees that one or more family members have engaged in prohibited conduct shall respond in accordance with existing complaint and disciplinary procedures, where applicable.

(d) Where situations exist prior to the effective date of this Section that may be in conflict with this Section, every effort shall be made to reasonably address the situation so as to avoid any future conflict.

H. Employee Complaints. Employees who believe that they have been adversely affected by prohibited conduct by one or more family member(s) should submit complaints to Human Resources.

I. Appeal of Determination. Current employees and applicants affected by the application of this Section, may appeal the action to the City Manager within ten (10) days of the action. The City Manager shall hear the individual's concerns and issue a written decision within thirty (30) days of receipt of the individual's appeal. The decision of the City Manager is final, and no other appeal may be had unless the employee is entitled to further administrative appeal under other provisions of these Rules.

J. Savings Clause. Should any provision of this Rule, or any application thereof, be unlawful by virtue of any federal, state, or local laws and regulations, or by court decision, such provision shall be effective and implemented only to the extent permitted by such law, regulation or court decision, but in all other aspects, the provisions of this Rule shall continue in full force and effect.

SEC. 5.7 CONSENSUAL ROMANTIC RELATIONSHIPS BETWEEN EMPLOYEES.

A. General. Consensual romantic or sexual relationships between City employees can lead to misunderstandings, complaints of favoritism, adverse effects on employee morale, and possible claims of sexual harassment during or after termination of the relationship. As a result, such relationships present existing or potential conflicts that adversely affect efficient operation of the City. Relationships that present an actual conflict under this Section are therefore prohibited.

B. Application. This section shall apply to all City employees, regardless of gender or sexual orientation, who have a romantic or sexual relationship with another City employee. The provisions regarding nepotism shall govern employees who marry or become domestic partners with another City employee.

C. Definition of Conflict. For purposes of this Section, a conflict exists if business issues of supervision, safety, security, and/or morale would be impacted by a romantic or sexual relationship between two employees.

D. Supervisor's Duty to Report. If a romantic or sexual relationship exists between a Supervisor and another employee (including another Supervisor), the Supervisor shall promptly disclose the relationship to the Administrative Services Director and request a determination as to whether the relationship presents a conflict. The disclosure must identify the names and positions of both employees. A Supervisor's failure to comply with this section shall be grounds for discipline up to and including dismissal.

E. Determination. Within five (5) working days, the Administrative Services Director shall issue a written determination as to whether the relationship presents a conflict, and is thereby prohibited. The Administrative Services Director, in consultation with the City Manager, shall have exclusive discretion in making the determination.

F. Resolution of Conflicts. Subject to limitations imposed by law and applicable provisions of these Rules, the Administrative Services Director will attempt in good faith to work with the Supervisor and the other employee to consider options to eliminate the conflict, including removing the Supervisory authority that created the conflict, reassignment, transfer, or voluntary demotion of a Supervisory employee, or where the Administrative Services Director determines that modification of a Supervisor's assignment is not feasible, reassignment, transfer, or voluntary demotion of a non-Supervisory employee. The Administrative Services Director retains discretion to determine that the conflict may be resolved via voluntary resignation or by involuntary demotion or dismissal.

G. Prohibited On-Duty Conduct. All City employees are prohibited from engaging in intimate, physical, or other conduct in furtherance of a romantic or sexual relationship with anyone, including another City employee, at work locations or during work hours. Moreover, upon termination of a sexual or romantic relationship with another City employee, employees are prohibited from engaging in behavior that adversely affects the working conditions of any City employee. In general, all employees are expected to observe appropriate standards of workplace conduct in their interactions with other City employees.

H. Complaints. Employees who believe that they have been adversely affected by romantic or sexual relationships between City employees

should follow the complaint procedures provided under the City's policy against harassment, discrimination, and retaliation. The complaint procedures are available to all employees regardless of their past or present participation in a romantic or sexual relationship with another City employee.

RULE 6. PROBATION

SEC. 6.1 PROBATIONARY STATUS

A. During the probationary period the employee, unless subject to the terms and conditions of an employment contract, may be rejected at any time, for any lawful reason, or no reason.

B. Department Directors, and temporary employees, including part-time and contract employees, are not subject to a probationary period since these employees are subject to discharge at the discretion of the appointing authority, without further justification. Other employees (including the City Manager, City Attorney, and Fire Chief) may also be deemed at-will employees pursuant to employment contracts.

SEC. 6.2 PROBATIONARY PERIODS

A. The probationary period varies from one position to another and shall not include time served under a temporary, acting, or provisional appointment. Periods of time on leaves longer than thirty (30) days require that the probationary period be extended a period of time equal to the amount of time spent on leave.

B. Each new full-time regular employee or safety employee shall be a probationary employee until their successful completion of the prescribed probationary period. In general, the probationary period for regular employees is twelve (12) months, and for safety employees, the prescribed probationary period is eighteen (18) months. If, at any time prior to successful completion of the prescribed probationary period, it appears that the probationary employee will not successfully complete the prescribed probationary period, the Department Head may extend the probationary period once for an additional six (6) months.

SEC. 6.3 REGULAR STATUS

A. An employee's status shall be considered regular upon their completion of the applicable probationary period.

B. If a probationary employee receives written notice of rejection from the City Manager prior to expiration of the applicable probationary period, the employee has not attained "completion" within the meaning of Section 6.3.

SEC. 6.4 REJECTION DURING PROBATIONARY PERIOD OF PROMOTED EMPLOYEES

A. Regular Employees. A regular employee who is rejected during the probationary period from a position to which the employee has been promoted may be reinstated to the position from which the employee was promoted, if such position is vacant and existing, unless the employee is discharged for cause, which would have been sufficient to cause their discharge from their former position as well. In such case, the employee shall be entitled to appeal their discharge as provided in these rules.

B. Probationary Employees. Employees promoted to a higher class while on probation in a lower class and who subsequently fail to perform satisfactorily in the promoted position may return to their former position provided the position has not been eliminated and is vacant. Such employee shall continue to serve a probationary period for the length of time remaining on the probationary period at the time of promotion.

RULE 7. PERFORMANCE REPORTS

SEC. 7.1 POLICY

It is the policy of the City that periodic and regular reports be made as to the efficiency, competency, conduct and merit of its employees. To this end, it is the responsibility of the City Manager and supervisors that these ratings be made. The Administrative Services Director, under the direction of the City Manager, shall provide and prescribe the forms and procedures to be used in such reports of performance so that the program of performance reporting will be carried on in a sound, timely, and effective manner.

SEC. 7.2 AUTHORITY TO MAKE REPORTS

Department Heads shall prepare reports of performance for those employees within their department. The City Manager shall prepare reports of performance for the Department Directors. The City Manager shall review and approve all personnel performance reports following review and signature by the employee and their supervisor.

SEC. 7.3 TIME FOR REPORTING

A. Probationary Employees.

No later than ten (10) days prior to the completion of the probationary period, the supervisor shall furnish Human Resources with a report as to the progress and capability of the probationary employee, a copy of which shall also be furnished to the probationer.

B. Regular Employees.

A report for an employee shall be prepared and received no later than ten (10) days prior to their salary anniversary date. An employee may be also given a report of performance at any other time during the year upon the employee's request or at the discretion of the Appointing Authority. An employee who has been rated "improvement needed" or "unsatisfactory" (or equivalent i.e., "does not meet expectations") shall receive a report three (3) months from receiving such rating and shall receive another report in another three (3) months in connection with a Performance Improvement Plan (PIP) this employee is assigned to complete.

C. Lack of Opportunity to Observe Performance.

If, as a result of extended absence or other circumstances resulting in a supervisor's opportunity to observe an employee's performance for fewer than three (3) months, the employee and the supervisor may mutually agree in writing to delay issuance of the report of performance by up to three (3) months, with prior approval of the Human Resources Director. If the employee is eligible for a step advancement, and the supervisor determines that the employee's performance so warrants, the supervisor may recommend to the City Manager that the employee receive the step advancement retroactively to the salary anniversary date.

SEC. 7.4 REVIEW WITH EMPLOYEE

It is acknowledged that one of the prime benefits of a sound performance rating system is that it can bring together the employee and their supervisor in a frank and constructive discussion and appraisal of the employee's work and the specific ways in which it may be improved. Therefore, each performance report shall be thoroughly discussed with the employee with this view in mind. The employee shall sign the report to acknowledge its contents. Such signature shall not necessarily mean the employee endorses the content of the report. The employee shall be entitled to submit a written response to their performance report within ten (10) calendar days of receipt of the performance report. Any such response will be attached to the employee's performance report and maintained in their regular personnel file. No administrative appeal of the rating or contents of a performance report may be had by the employee.

SEC. 7.5 DISTRIBUTION OF REPORTS

Reports shall be prepared in three (3) copies. After review and approval of the City Manager, one copy shall be retained by Human Resources and one copy shall be provided to the employee. The Human Resources copy, along with any response by the employee, shall be made a part of the employee's employment history and included in the employee's personnel file.

SEC. 7.6 PERFORMANCE RATINGS

A. Effects of "Improvement Needed" and "Unsatisfactory" Ratings.

1. Any employee who receives an overall rating of "unsatisfactory" or of "improvement needed" (or equivalent "i.e. "does not meet

expectations") will not be eligible to be appointed off of any eligibility list until a satisfactory rating is established.

2. Any employee who receives an overall rating of "unsatisfactory" or of "improvement needed" (or equivalent i.e. "does not meet expectations") will not receive any merit salary increase during the period following the report, except as provided in subsection 5 below.

3. Any employee who receives an overall rating of "unsatisfactory" or of "improvement needed" (or equivalent i.e. "does not meet expectations") will be subject to a Performance Improvement Plan. "Unsatisfactory" or "improvement needed" ratings in individual rating categories may also result in a Performance Improvement Plan, in the discretion of the City.

4. In any case, where an employee receives an overall rating of "unsatisfactory" on two (2) consecutive occasions or "improvement needed" (or equivalent i.e. "does not meet expectations") on three (3) consecutive occasions, Disciplinary Action shall be taken by the Appointing Authority as provided for in these rules, if such action has not already been taken.

5. If an employee who has been denied a merit salary increase improves their performance to such an extent that the City Manager believes a merit salary increase is now justified, the City Manager shall indicate the improvement on a report of performance form and may specifically award a merit salary increase. Additionally, in awarding the merit salary increase under this subsection, the City Manager may change the merit salary increase anniversary date to the date of the award of the merit salary increase or may permit the anniversary date to remain the same. Any merit salary increase awarded under this subsection shall not be made retroactive.

SEC. 7.7 PERFORMANCE IMPROVEMENT PLAN

A. The City Manager may authorize the use of a Performance Improvement Plan following an employee's receipt of an overall rating of "unsatisfactory" or "improvement needed" (or equivalent i.e. "does not meet expectations") in their most recent performance report, or based on similar ratings in particular evaluation categories, or at any other time upon request of a supervisor whose other efforts to have an employee conform to the City's policies and procedures or other standards of performance have not been successful.

B. A Performance Improvement Plan is not a disciplinary action, and should not be used in place of appropriate disciplinary action.

C. A Performance Improvement Plan shall detail the specific reasons that performance is deficient or non-compliant, requirements for improvement, the number of special and/or regular evaluation periods that the Plan is intended to be in place, and a schedule for review of the employee's progress under the Plan.

D. The employee will receive an opportunity to meet with their supervisor or the City Manager to provide input into the terms of the Performance Improvement Plan before the Plan takes effect. However, in the City Manager's discretion, the Performance Improvement Plan may take effect prior to expiration of the employee's time to respond to their performance report.

E. The City Manager shall retain discretion to determine at any time that an employee under a Performance Improvement Plan has not demonstrated reasonable improvement and that the Plan should be discontinued.

F. The City Manager may further determine at any time that Disciplinary Action is warranted to address an employee's insufficient performance or other misconduct.

G. If the City Manager determines that the employee has demonstrated sufficient improvement under the terms of the Performance Improvement Plan, and the employee then maintains acceptable performance over the full period of the Performance Improvement Plan, then the Plan shall be considered "successful."

H. H. After the completion of a "successful" Performance Improvement Program, the City shall maintain a record of the Plan in the employee's personnel file.

I. If the City Manager determines that a Performance Improvement Plan has not been "successful," or that the employee's performance has regressed in the evaluation period following completion of a "successful" Performance Improvement Plan, the City Manager may determine the issuance of proper disciplinary measures.

RULE 8. HOURS OF WORK/OVERTIME

SEC. 8.1 POLICY

A. It is the policy of the City that forty (40) hours per week shall constitute a week's work, for all full-time employees, except that work days and work weeks of a different number of hours may be established in order to meet the varying needs of the City where permitted by law.

B. Temporary employees, including part-time employees, are not eligible for any benefits beyond the hourly wage and any benefits required by

applicable state or federal law and regulations, unless those benefits specifically and explicitly granted to these employees in these Rules.

SEC. 8.2 WORK WEEK

The normal work week shall be five (5) consecutive weekdays starting at 8:00 a.m. and ending at 5:00 p.m. on Monday to Friday except:

1. Library hours may vary.

2. Parks hours include Saturday and Sunday.

3. Streets, Parks, Water, Water Treatment, and Wastewater Treatment Department Hours are from 7:00 a.m. to 3:30 p.m.

4. Hours of operation differing from these guidelines may be established for any office or Department in order to meet the needs of the City and the citizens of St. Helena.

SEC. 8.3 DAILY HOURS OF WORK

Daily hours of work or shifts for employees shall be assigned by the City Manager as required to meet the operational requirements of the City.

SEC. 8.4 CHANGE IN WORKING HOURS

Any foreseeable absence or deviation from scheduled working hours desired by an employee shall, in advance, be cleared in writing through the office of the City Manager, and such absence shall be noted on the employee's time sheet.

SEC. 8.5 OVERTIME

A. Overtime Compensation.

Employees shall not perform work outside of their regularly scheduled shifts unless requested to do so by a Department Head or with advance written authorization from a Department Head. This requirement applies to, but is not limited to:

1. Work performed before the start of the shift;

2. Work performed during meal periods;

3. Work performed after the end of the shift; and

4. Other work performed "off the clock" including work performed at home.

All employees shall take reasonable measures wherever feasible to avoid the need for work to be performed outside of their regularly scheduled shifts. Where required, time spent on such work shall be kept to a minimum. All time worked and leave used must

be reported on an employee's timecard, regardless of when or where the work was performed.

Department Heads shall adhere to the following guidelines in requesting or assigning work outside an employee's regularly scheduled shift:

An employee who may be required to perform work outside the regular shift shall be notified of the apparent need for such work as soon as practicable prior to when the work is expected to begin.

Non-exempt employees shall be paid at one and one-half times the employee's regular rate of pay for all hours actually worked in excess of the employees regularly scheduled shift or in excess of forty (40) hours in a work week. Paid time off or other non-working time (except paid rest breaks under Section 8.6), such as vacation, sick leave, holidays, jury duty, and compensatory time off, shall not be considered hours worked.

SEC. 8.6 REST BREAKS

Non-exempt employees shall be entitled to a paid 15-minute break for every four (4) hours worked. Such time shall be considered hours worked.

SEC. 8.7 CONDUCT DURING THE WORKDAY

During the workday, employees are expected to devote their full time in the performance of their assigned duties. Any approved outside work, part-time job, hobbies, or personal business must be performed during off duty hours. Off duty hours include unpaid lunch break periods, but do not include other rest or break periods during which the employee continues to receive pay.

RULE 9. LEAVES OF ABSENCE

SEC. 9.1 HOLIDAYS

A. The following days shall be recognized and observed as paid holidays for regular full-time employees:

1. New Year's Day (January 1)
2. Martin Luther King, Jr. Birthday (Third Monday in January)
3. Presidents' Day (Third Monday in February)
4. Cesar Chavez Day (March 31)
5. Memorial Day (Last Monday in May)
6. Independence Day (July 4)
7. Labor Day (First Monday in September)

8. Veteran's Day (November 11)

9. Thanksgiving Day (Fourth Thursday in November)

10. Friday after Thanksgiving Day

11. Christmas Eve (December 24)

12. Christmas Day (December 25)

Except for emergency services, all City offices shall be closed on recognized and observed paid holidays above and all full-time employees shall receive full pay provided they are employed and in a paid status on the first working day prior to and following the holiday.

When a recognized and observed holiday falls on a Saturday, the preceding Friday shall be deemed a holiday. When a holiday falls on a Sunday, the following Monday shall be deemed a holiday. When Christmas Eve falls on a Friday, the preceding Thursday shall be deemed a holiday. When Christmas day falls on a Monday, the following Tuesday shall be deemed a holiday. When Christmas falls on a Thursday, the following Friday shall be a holiday in lieu of Christmas Eve Day.

B. Holidays for Employees on work schedules other than Monday through Friday

Employees assigned to a seven-day operation departments or employees working a five-day work week other than Monday through Friday shall be allowed another day off within the same work week if a holiday falls on one of their regularly scheduled days off. Employees whose holidays are changed because of shift rotations shall be allowed another day off if a legal holiday falls on one of their days off. Employees regularly scheduled to work on a holiday which falls on a Saturday or Sunday shall receive holiday compensation for the work on that Saturday or Sunday. Holiday compensation shall not be paid for work on any weekday preceding a Saturday holiday or on any weekday following a Sunday holiday.

C. Personal Convenience Holiday.

Each regular, full-time employee shall be eligible for two (2) Personal Convenience Holidays of eight (8) hours each. Each regular employee, Department Head, and full-time unrepresented safety employee who has been continuously employed by the City for at least five (5) years will be granted three (3) additional Personal Convenience Holidays. Personal Convenience Holidays must be used prior to the end of the calendar year and will not accrue or carry over. They may be taken at the employee's convenience, subject to the Department Head's approval. These Holidays shall not incur additional expense to the City (e.g., causing another employee to work overtime). Each of these Holidays must be taken as a full day.

D. Part-time Employees.

Part-time employees who have been continuously employed by the City for at least twelve months will receive pay for the days designated as fixed holidays, in an amount determined by multiplying the employees' Average Work Day by the employee's hourly rate. If a part-time employee who is eligible for pay for holidays is required to work on a holiday, then in-lieu of paid time off the employee will receive additional pay equivalent to the employee's Average Work Day or the actual number of hours worked, whichever is greater, but not to exceed eight (8) hours.

SEC. 9.2 VACATION

A. Unless otherwise required by an applicable MOU or employment agreement, full-time regular employees shall accrue vacation, on a daily basis, according to the following schedule:

Years of Service	Vacation Accrual
0 – 4 years	10 days per year
5 years	15 days per year
6 years	16 days per year
7 years	17 days per year
8 years	18 days per year
9 years	19 days per year
10 years	20 days per year

The maximum rate at which vacation may be accrued by any employee is twenty (20) days per year.

B. Part-time Employees: On July 1 of each year, a part-time employee will be awarded vacation hours in an amount determined by multiplying the employee's "average work day" by ten, provided that:

1. In computing the "average work day," no time worked prior to the employee's first anniversary date shall be considered.

2. Administration of the use of vacation leave by part-time employees will be by the same rules as regular employees.

C. The City Manager may in their sole discretion, permit a Department Head to accrue vacation on a schedule other than as specified in Section 9.2. The City Manager shall specify the applicable schedule in writing at the time of hire.

D. Employees may begin using accrued vacation after completing six (6) months of continuous employment with the City.

E. Employees may carry over up to 80 hours of unused accumulated vacation to the next fiscal year. This carryover amount shall be prorated for new hires.

F. Employees may convert up to one-half (1/2) of their unused accumulated vacation days per fiscal year to compensation and shall be paid at the employee's rate of pay at the time of the conversion.

G. At termination of employment for any reason, the City shall compensate the employee for the employee's accumulated vacation time at the employee's straight time rate of pay at the time of termination.

H. The City will not require an employee to take vacation time in lieu of sick leave or leave of absence during periods of illness. However, the employee may elect to take vacation time in case of extended illness constituting a "serious health condition" within the meaning of the City's Family Care and Medical Leave, Pregnancy Disability Leave, and Military Family Leave Policy where sick leave has been fully used. If a holiday falls on a work day during an employee's vacation period, that day shall be considered as a paid holiday and not vacation time.

I. Vacations may be scheduled at any time during the year upon written approval of the Department Head.

SEC. 9.3 SICK LEAVE

A. Definitions.

The definitions provided in this Section 9.3 apply only to the provisions in Section 9.3.

1. Immediate Family. Immediate Family means: (1) a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands *in loco parentis*; (2) biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or of the employee's spouse or registered domestic partner, or a person who stood *in loco parentis* to either the employee or the employee's spouse or domestic partner as a minor; or (3) an employee's spouse, registered domestic partner, grandparent, grandchild, or sibling, including half-siblings.

2. Permitted Use of Sick Time. Sick Time is not discretionary leave, and Permitted Use of Sick Time consists of any of the following:

(a) Diagnosis, care, or treatment of the existing health condition of an employee or a member of the employee's immediate family;

(b) Preventative care for an employee or a member of the employee's immediate family;

(c) For employees who are victims of domestic violence, sexual assault, or stalking, leave taken for the purposes described in Sections 230(c) and 230.1(a) of the California Labor Code.

(d) Extension of Bereavement Leave to which an employee is entitled under Section 9.4.

3. Full-Time Employees. For purposes of this policy a "Full-Time Employee" means any regular or probationary Full-Time Employee.

4. PTS Employees. For purposes of this policy a "PTS Employee" means any employee who is not a Full-Time employee, including, but not limited to, part-time, temporary, and seasonal employees.

5. Employees. For purposes of this policy the term "Employees," without further modification, includes all City employees, regardless of status or hire date.

B. Eligibility.

All Employees are eligible to accrue and use paid sick leave in accordance with the applicable terms of this policy.

C. Waiting Period Prior to Use of Sick Leave by New Hires.

All New Hires must complete an initial, one-time ninety (90) calendar day waiting period before using sick leave. Employees who leave City employment before completion of the 90-day waiting period are not entitled to use any sick leave. However, New Hires who return to City employment within twelve (12) months of separation will have their sick leave balances restored and need only complete the remainder of the ninety (90) day period before becoming entitled to use available sick leave.

D. Accrual.

1. Full-Time Employees.

Full-Time Employees shall earn sick leave at the rate of eight (8) hours per month. There shall be no limit on sick leave accrual.

2. PTS Employees.

(a) PTS Employees will receive a bank of twenty-four (24) hours of sick leave on the first day of the next month following their first date of employment, whichever is later. New Hires must satisfy the waiting period before using any time from the sick leave bank.

(b) The City will provide an additional bank of twenty-four (24) hours of sick leave on January 1 of each subsequent calendar year to each PTS employee.

(c) PTS Employees shall accrue no additional sick leave beyond the twenty-four (24) hour bank and shall have no right to carry over banked hours from year to year.

E. Notice.

1. Unscheduled Time Off.

An Employee shall contact their immediate supervisor at least two hours prior to the commencement of the assigned work shift, or as soon thereafter as is practical, to report absence from work due to a Permitted Use of Sick Time. Consideration shall be given to emergency situations that restrict the employee from contacting their immediate supervisor prior to their assigned work shift, including, but not limited to accident, injury, or hospitalization.

An employee shall notify their immediate supervisor before the employee leaves the work site prior to completion of the work shift due to any unscheduled Permitted Use of Sick Time; however, the employee need not provide the reason that sick time is needed to the immediate supervisor.

2. Scheduled Time Off.

Notice of time off for scheduled appointments involving a Permitted Use of Sick Time, such as personal medical appointments, must be provided to the Department Head or Human Resources, at least one week in advance of the appointment, whenever feasible. Every effort should be made to schedule such appointments at times that do not conflict with the City's work schedule.

The employee shall again notify their immediate supervisor before the employee leaves the work site prior to completion of the work shift due to the scheduled Permitted Use of Sick Time.

F. Medical Certification or Other Documentation.

Employees off work on sick leave for a period of more than three (3) consecutive work days, or whose usage indicates potential abuse of sick leave, may be required at any time to provide a doctor’s note or other relevant documentation certifying that the reason for the employee’s absence is a Permitted Use of Sick Time, and if the employee is unable to return to work, stating how long the employee is expected to be unable to do so.

G. Return to Work.

For any absence of seven (7) or more consecutive work days due to an employee’s own illness or injury, the supervisor may require that the employee provide a note from their physician, releasing the employee with or without restrictions, before the employee may return to work.

H. Reinstatement of Unused Sick Leave Balances.

An Employee who separates from employment with the City and returns to active employment within twelve (12) months of their separation date shall have their unused sick leave balance reinstated, up to a maximum of twenty-four (24) hours. For purposes

of this provision, unused sick leave is leave that was accrued, but never taken by the Employee, and that was not converted to Personal Leave.

I. Retention and Inspection of Records Pertaining to Sick Leave.

The City shall keep records documenting the hours worked and paid sick leave accrued and used by an employee for three (3) years. Upon reasonable request, and within twenty-one (21) calendar days after the request, the City shall afford current and former employees the right to inspect or copy records pertaining to their hours worked and paid sick days accrued and used.

J. Abuse of Sick Leave.

Employees who do not comply with this policy, including providing insufficient notice of sick leave or using sick leave for reasons other than for a Permitted Use of Sick Time, are committing abuse of sick leave, which is grounds for discipline, up to and including termination.

The City reserves the right to take reasonable steps to determine whether an employee is abusing sick leave, including, but not limited to, attempting in-person or electronic communication with an employee using sick leave, identifying and tracking consistent patterns of sick leave use, such as in connection with weekends, holidays, and scheduled days off, and considering social media content or other relevant evidence that is either publicly available or shared voluntarily by other employees or interested individuals.

SEC. 9.4 BEREAVEMENT LEAVE

A. Employees are entitled to paid bereavement leave in the event of death in their immediate family. Bereavement leave is a separate benefit from other paid leaves; however, sick leave may be used to supplement the periods provided in this section.

B. Employees may be granted up to five (5) working days of paid bereavement leave or five (5) working days if the death occurs out of State, per immediate family member.

C. For purposes of this Section 9.4, "immediate family" shall have the same definition as in Section 9.3.

SEC. 9.5 MILITARY LEAVE

Military leave shall be granted in accordance with state and federal law (i.e. the California Military and Veteran's Code and the Federal Uniformed Services Employment and Reemployment Rights Act.) An employee entitled to military leave shall give the Administrative Services Director an opportunity within the limits of military regulations to determine when such leave shall be taken. Prior to taking military leave, an employee, when possible, shall present a copy of their military orders to the Human Resources

Department. In addition, leave for military exigency or military caregiver shall be granted in accordance with the Family and Medical Leave Act.

SEC. 9.6 JURY DUTY

This policy shall apply to all regular and probationary employees in all classifications.

An employee summoned for jury duty will immediately notify Human Resources. While serving on a jury, an employee will be given a leave of absence, with pay, for the duration of said jury duty. Said leave of absence with pay is conditional upon the employee returning to work upon their dismissal each day to complete their normal work day. It is also conditional upon the employee's conveyance to the City of any compensation received as a juror, not including any travel allowance received.

SEC. 9.7 VOTING LEAVE

In accordance with California Election Code sections 14000 and 14001, if a registered voter does not have sufficient time outside normal working hours within which to vote at general direct primary or presidential elections, the employee may take off such working time as will enable them to vote. The scheduling of the time referenced above shall be subject to the approval of the employee's supervisor and shall normally be at the beginning or end of a work shift. A maximum of two (2) hours may be taken with pay. The employee must provide two (2) days of advance notice of the need for voting leave.

SEC. 9.8 ELECTION OFFICIAL LEAVE

Employees serving as an election official shall be permitted leave in order to so serve. Such leave is unpaid, but, at their option, employees may request to use vacation leave to serve as an election official. An employee taking leave to serve as an election official is required to give their Department Head at least ten (10) days of advance notice before the date of the election in which the employee is to serve as an election official. Employees serving as an election official are required to provide their Department Head with proof of service prior to taking leave.

SEC. 9.9 LACTATION BREAKS

A. In accordance with California and federal law, the City will provide an employee with reasonable unpaid time off and an appropriate area for the purpose of the employee expressing breast milk for the employee's infant child.

B. An "appropriate area" is a place other than a bathroom that is in close proximity to the employee's work area and that is shielded from view and free from intrusion by other employees and the public. The City will consider input from the affected employee but retains sole discretion in identifying an "appropriate area" on a case-by-case basis.

SEC. 9.10 UNPAID LEAVES OF ABSENCE

A. The City Manager, in their discretion, may grant an employee leave of absence without pay for up to three (3) months. Unpaid leave of absence may be granted by the City Manager for the following grounds: (1) for personal reasons which are acceptable to the City Manager; (2) for reason of illness in the event sick leave has been exhausted; (3) in conjunction with pregnancy-related leave; or (4) to pursue a course of education which will increase the employee's capability in holding the City position. The City Manager may require sufficient documentation establishing the employee's need for leave.

B. After the initial three (3) months of leave of absence without pay, the City Manager may, in their discretion, extend the leave for up to nine (9) additional months in a maximum of three (3) month increments. However, unless otherwise required by law, in no circumstances shall the total amount of unpaid leave be longer than twelve (12) months.

C. Exhaustion of Paid Leaves.

1. Non-medical Leave of Absence without Pay. An employee requesting leave under this section for nonmedical reasons is required to fully exhaust all of their paid leaves, except sick leave, in order to be eligible to receive a leave of absence without pay.

2. Medical Leave of Absence without Pay. An employee requesting leave under this section for medical reasons is required to fully exhaust all of their paid leaves, including sick leave, in order to be eligible to receive a leave of absence without pay.

D. Accrual of Benefits.

1. Leave of absence without pay shall not be construed as a break in service or employment, and rights accrued at the time leave is granted shall be retained by the employee; however, vacation credits, sick leave credits, increases in salary, and other similar benefits shall not accrue to a person granted such leave during the unpaid period of absence.

2. Unless the employee notifies the City Manager at the time of the request for leave without pay that they elect to pay the premiums for continuation of Health, Dental, and other insurance benefits, those benefits will be terminated beginning from the calendar month following the start of the unpaid leave. If that election is made and the leave request is granted, it is the responsibility of the employee to submit payment to the City such that it is received prior to the City processing payment to the insurance carrier. The City will not make a premium payment in anticipation of receipt of the payment from the employee.

3. Retirement benefits shall be adjusted for leave without pay in accordance with the Public Employees' Retirement System (PERS) regulations.

4. An employee returning after leave of absence without pay shall receive the same step in the salary range, they received when they began their leave of absence. Time spent on such leave without pay shall not count toward service for increases within the salary range, and the employee's salary anniversary date shall be set forward by an amount equal to the days of unpaid leave taken by the employee.

E. Failure to Return from Leave. If an employee takes any action during their leave that is inconsistent with an intention to return to employment with the City, such as accepting full-time employment with another employer, the employee will be considered to have voluntarily terminated their employment. Failure of the employee to return to their employment upon the termination of any authorized leave of absence shall constitute an automatic termination from City service of that employee— unless such leave is extended.

SEC. 9.11 UNAUTHORIZED LEAVES OF ABSENCE AND FAILURE TO RETURN FROM LEAVE

A. An employee may be considered to have voluntarily resigned from their employment with the City under any of the following circumstances:

1. Absence from their job for more than five (5) consecutive working days without compliance with applicable notice requirements under these Rules;

2. Any action taken during a leave of absence from the City that is inconsistent with an intention to return to employment with the City, such as accepting full-time employment with another employer;

3. Failure to return to employment following the expiration of an authorized leave of absence—unless the City permits extension of the leave.

B. The City shall provide written notice to employees who are considered to have voluntarily resigned. The notice shall describe the facts on which the voluntary resignation is based and the right to petition the Administrative Services Director for reconsideration.

C. Any unauthorized absence may be cause for Disciplinary Action.

SEC. 9.12 EXECUTIVE LEAVE

A. Each FLSA-exempt, unrepresented employee who has completed one year of City service shall receive forty (40) hours of executive leave per

calendar year, which may be used by the end of the calendar year. During their first year as a City employee, FLSA-exempt, unrepresented employees shall obtain a pro rata amount of executive leave commensurate with the time remaining in the calendar year. Executive leave may be not be carried forward from year to year. There is no cash value to Executive Leave and FLSA-exempt, unrepresented employees shall not receive compensation for any unused Executive Leave hours at the time of separation from City employment.

B. Additionally, at-will executive staff may receive up to another five (5) days Executive Leave annually at the discretion of the City Manager provided on July 1st of each year, and all hours not taken by December 31st of the same year will be lost unless an extension of time is granted by the City Manager.

C. Newly hired employees shall have Executive Leave awarded to them in the following pro-rated manner:

If the employee is hired from:

January – March	40 hours awarded on the date of hire
April – June	30 hours awarded on the date of hire
July – September	20 hours awarded on the date of hire, 40 hours additional at-will
October -- December	10 hours awarded on the date of hire, 20 hours additional at-will

SEC. 9.13 VICTIM LEAVE

Victims of domestic violence and/or sexual assault shall be permitted unpaid leave in accordance with Labor Code sections 230(c) and 230.1. Victims of a violent or serious felony or a felony involving theft or embezzlement shall be permitted unpaid leave in accordance with Labor Code section 230.2.

SEC. 9.14 SCHOOL VISITATION LEAVE

Employees shall be permitted to take unpaid leave (under Section 9.11) or any accrued, but unused vacation hours, for child-related activities, in accordance with Labor Code Sections 230.7 and 230.8. Employees are required to submit written leave request and written approval from Department Head or City Manager, at least three (3) days before the start of the leave.

SEC. 9.15 FITNESS FOR DUTY LEAVE.

A. Purpose/Policy. Employees are expected to report to work fit for duty, which means able to perform their job duties in a safe, appropriate, and effective manner, free from adverse effects of physical, mental, emotional, and/or personal problems. This Rule is intended to provide a safe

environment and protect the health and welfare of employees and the public. If an employee feels that they are not fit to perform their duties, the employee must notify thei supervisor immediately.

B. Reasons for Fitness for Duty Leave. A fitness for duty examination may be ordered in any of the following situations:

1. An employee returns from a medical leave of absence of more than seven (7) working days.

2. An employee is involved in the interactive process with the City.

3. Supervisor observes or receives a reliable report of an employee's possible lack of fitness for duty. Observations and reports may be based on, but are not limited to, employee's own self-report of potential unfitness, dexterity, coordination, alertness, speech, vision acuity, concentration, response to criticism, interactions with the public, co-workers, and supervisors.

4. Fitness for duty examinations based on a reasonable suspicion that an employee is under the influence of illegal drugs or alcohol shall be conducted in accordance with the City's Drug-Free Workplace Policy.

C. Procedures for Ordering a Fitness for Duty Examination. When a supervisor becomes aware of or observes behavior that makes them reasonably suspect that the employee may not be fit for duty, the supervisor shall refer the employee to the City Manager who will determine whether a fitness for duty examination is necessary and should be scheduled. If the circumstances warrant it, the City Manager may place the employee on a paid or unpaid leave pending the results of the employee's fitness for duty examination. The examination shall be paid for by the City.

D. Procedure Following Receipt of Examination Results. The doctor examining the employee shall be limited to finding the employee "fit for duty" or "unfit for duty." In no case shall the doctor reveal the underlying cause of any unfitness for duty without the employee's permission.

E. Fit for Duty. If the doctor finds the employee is fit for duty, the employee shall return to work immediately and perform all duties of their position.

F. Unfit for Duty. If the employee is found to be unfit for duty, the employee shall not be permitted to work and may utilize accrued paid leave (e.g. sick leave, vacation, etc) while off duty . The employee may request a leave of absence in accordance with the appropriate subsection of this Policy, and, where appropriate, the City shall engage in the interactive process to evaluate the employee's workplace needs or restrictions. The City shall

then evaluate those needs or restrictions and determine whether they can be reasonably accommodated.

RULE 10. FAMILY CARE AND MEDICAL LEAVE, PREGNANCY DISABILITY LEAVE, AND MILITARY FAMILY LEAVE POLICY

SEC. 10.1 POLICY

A. The City will provide family and medical care leave for eligible employees as required by state and federal Law. The leaves provided for in this Policy are granted under a variety of state and federal laws. Employees should be aware that leave under one Section of the Policy may also qualify for leave under another Section and will run concurrently. For example, military caregiver leave is provided for under the FMLA, but in certain circumstances, might also qualify for CFRA leave. In situations where similar state and federal leave programs do not both apply (e.g. an eligible employee is entitled to take CFRA leave to care for a registered domestic partner, but FMLA leave does not include registered domestic partners), the City will advise affected employees in writing which of their statutorily-protected leaves are being used and how much of that leave remains.

B. Additional definitions and other provisions governing employees' rights and obligations under the FMLA, CFRA, and PDL that are not specifically set forth below are set forth in the Department of Labor's FMLA regulations (29 C.F.R. § 825.00 *et seq.*) and the California Department of Fair Employment and Housing's CFRA regulations (2 C.C.R. § 11087 *et seq.*) and PDL regulations (2 C.C.R. § 11035 *et seq.*) This Policy is deemed to include and be governed by such statutory and regulatory provisions, including subsequent revisions, except where expressly contradicted by more generous terms of this Policy.

SEC. 10.2 FAMILY CARE AND MEDICAL LEAVE (FMLA/CFRA LEAVE)

A. Eligibility. To be eligible for FMLA/CFRA leave, an employee must have:

1. Been employed by the City for at least twelve (12) months prior to the date on which the FMLA/CFRA leave is to commence, measured as of the date the leave is to start;

2. Have worked at least 1,250 hours over the twelve(12) month period preceding the FMLA/CFRA leave, measured as of the date the leave is to start; and

3. For employees performing covered military service under the federal Uniformed Service Employment and Reemployment Rights Act, periods of absence due to such service shall be counted for

purposes of determining whether the employee meets these eligibility requirements.

B. Qualifying Reasons for FMLA/CFRA Leave. Employees meeting the eligibility requirements under Section 10.2 may take FMLA/CFRA leave for any of the following qualifying reasons:

1. The birth of a child of the employee and in order to care for such child.

2. The placement of a child with the employee for adoption or foster care of the child by the employee and in order to care for that child.

3. Providing care for a qualifying family member with serious health condition:

(a) Under FMLA, a spouse, child, or parent with a serious health condition, and

(b) in addition to those persons listed in (a), CFRA-qualifying family members include registered domestic partners, grandparents, grandchildren, and siblings.

4. The employee's own serious health condition.

The FMLA and CFRA also provide for certain military exigency leave and military caregiver leave. The PDL also provides for leave for employees with a serious health condition is on account of her pregnancy, childbirth, or related medical conditions.

C. Child.

1. Under CFRA, leave may be taken by an employee for a "child" who is, regardless of age, a biological child, adopted, or foster child, a stepchild, a legal ward of the employee, a child of a domestic partner, or a person to whom the employee stands in loco parentis.

2. Under FMLA, only biological, adopted, foster, or step children, legal wards, or persons for whom the employee stands in loco parentis) qualify, and only if they are (1) under 18, or (2) are over 18 and incapable of caring for themselves due to a physical or mental disability.

D. In loco parentis.

1. For purposes of this Policy an employee stands in loco parentis by providing day-to-day care or financial support with demonstrated intent of assuming the responsibilities typically held by a parent.

2. Whether an employee stands in loco parentis to a child for purposes of this Policy will be determined by the City on a case-by-case basis,

and the City may require reasonable documentation to support an employee's claim of providing either day-to-day care or financial support for the child.

E. Serious Health Condition. A serious health condition is an illness, injury, impairment, or physical or mental condition of the employee or a child, parent, spouse, or registered domestic partner of the employee that makes the employee unable to work or unable to perform one or more of the essential functions of the employee's position, and which involves either inpatient care or continuing treatment or supervision by a health care provider, as follows:

(a) "Inpatient care" means an overnight stay in a hospital, hospice, or residential medical care facility, or any subsequent treatment in connection with such inpatient care, or any resulting period of incapacity. A person is considered to have an "overnight stay" for purposes of this provision if a health care facility formally admits him/her to the facility with the expectation that the employee will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.

(b) "Continuing treatment or supervision by a health care provider" means and includes any one or more of the following:

(a) In-person treatment two or more times, within thirty (30) days of the first day of incapacity, unless extenuating circumstances exist, by a health care provider, by a nurse under direct supervision of a health care provider, or by a provider of health care services (e.g. physical therapist) under orders of, or on referral by, a health care provider, with the first visit being within seven (7) days of the first day of incapacity; or

(b) In-person treatment by a health care provider on at least one (1) occasion, which results in a regimen of continuing treatment under the supervision of the health care provider, with the first visit being within seven (7) days of the first day of incapacity.

(c) Any period of incapacity due to pregnancy, or for prenatal care, whether or not in-person treatment is received during that time, or whether the resulting absence lasts fewer than three (3) days.

(d) Any period of incapacity, or treatment for such incapacity, due to a chronic serious health condition, whether or not in-person treatment is received during

that time, or whether the resulting absence lasts fewer than three (3) days. A chronic serious health condition is one which:

(i) Requires periodic visits (defined as at least twice a year) for treatment by a health care provider, or by a nurse under direct supervision of a health care provider;

(ii) Continues over an extended period of time (including recurring episodes of a single underlying condition); and

(iii) May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).

(e) A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

(f) Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, for either:

(i) Restorative surgery after an accident or other injury; or

(ii) A condition that would likely result in a period of incapacity of more than three (3) consecutive, full calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), or kidney disease (dialysis).

(g) "Incapacity" means that a person is unable to work, attend school, or perform regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.

F. Amount of Leave Entitlement. Provided that all applicable conditions of Section 10.2.A are met, an employee may take a maximum of twelve (12)

workweeks of FMLA/CFRA leave in a rolling twelve (12) month period measured backwards from the date the employee uses any FMLA/CFRA leave.

1. Employees taking FMLA/CFRA leave for the birth, adoption, or foster care of their child must initiate and complete any FMLA/CFRA leave within one (1) year of the birth of the child or placement of the child with the employee for adoption or foster care.

2. An employee's FMLA/CFRA leave does not need to be consecutive, but can be cumulative within a twelve (12) month period.

3. Industrial injury leaves and all non-industrial injury leaves are FMLA/CFRA leaves if they qualify as serious health conditions.

G. Concurrent Use of Accrued Paid Leaves.

1. Leave taken under this Policy is unpaid.

Employees may elect or may be required to use their accrued leave balances concurrently with FMLA/CFRA leave, as provided below. When an employee elects or is required to use their accrued leave balances, the employee may specify in writing the order in which the employee would prefer to exhaust their leave balances. If the employee fails to designate the order of exhaustion, the City will exhaust the leave balances in the following order: sick leave, compensatory time off, floating holiday, vacation. The paid leave shall run concurrently with the FMLA/CFRA leave, and shall not extend the employee's entitlement to FMLA/CFRA leave beyond twelve (12) workweeks.

2. Sick leave.

Employees are required to run all accumulated sick leave concurrently when FMLA/CFRA leave is taken for the employee's own serious health condition. Employees may elect to so coordinate their accumulated sick leave when FMLA/CFRA leave is taken for any other reason.

3. Other paid leaves.

Employees are required to coordinate all other accrued paid leaves of absence, including but not limited to, compensatory time off, vacation, and holiday leave, when taking FMLA/CFRA leave for any reason.

4. Coordination with Wage Replacement Plans.

If an employee who is on FMLA/CFRA leave is also receiving a wage replacement payment from State Disability Insurance, Paid Family Leave, Short-Term Disability Programs, Long-Term Disability Programs, and/or Workers' Compensation, the employee and the City may mutually agree to coordinate the employee's accrued paid leaves with the amount received from the wage replacement plan, up to an amount equal to the employee's regular salary.

H. Intermittent or Reduced Schedule Leave.

1. An As-needed Basis.

Intermittent FMLA/CFRA leave is leave taken on an as-needed basis in increments of minutes, hours, or days. A reduced schedule FMLA/CFRA leave involves a reduction in the number of hours per day or per week that an employee regularly works, with the employee substituting FMLA/CFRA time substitute for hours not worked. The minimum FMLA/CFRA leave increment that can be taken by an employee is fifteen (15) minutes.

2. Calculation of Intermittent or Reduced Schedule Leave.

The maximum equivalent number of hours to which an employee is entitled during the twelve (12) week period will be based on the employee's regularly scheduled workweek. For example, an employee who is regularly scheduled to work forty (40) hours per workweek will be entitled to a maximum of 480 hours of FMLA/CFRA leave, whereas, an employee who is regularly scheduled to work thirty-two (32) hours per workweek will be entitled to a maximum of 384 hours of FMLA/CFRA leave. In calculating this amount for employees with a varying schedule, the City will use an average of the employee's workweeks within the twelve (12) month period immediately preceding the intermittent or reduced schedule leave.

3. Impact on Salary.

Where permitted by applicable state and federal wage and hour laws, the City may make deductions from an employee’s salary for all hours of leave taken as intermittent leave, unless the employee is entitled or required to coordinate paid leave.

4. Inclusion of Scheduled Overtime.

If an employee normally would be required to work overtime hours, but is unable to do so because of an FMLA/CFRA-qualifying reason that limits the employee’s ability to work overtime, the hours that the employee would have been required to work may be counted against the employee’s FMLA/CFRA entitlement, as the employee would be considered to be using intermittent or reduced schedule leave. For example, if an employee is normally required to work fifty (50) hours in a particular workweek, but because of an FMLA/CFRA-qualifying reason, the employee works only forty (40) hours that week, the employee would use ten (10) hours of FMLA/CFRA-protected leave out of the fifty (50) hour workweek.

5. Conditions for Taking Intermittent or Reduced Schedule Leave

(a) FMLA/CFRA leave taken for the employee’s own serious health condition, or the serious health condition of the employee’s spouse, registered domestic partner, parent, or child, or for military caregiver leave, may be taken intermittently or on a reduced leave schedule when medically necessary (as distinguished from voluntary treatments and procedures).

(b) Military exigency leave may be taken on an intermittent or reduced schedule basis without limitation.

(c) Leave taken following the birth, adoption, or placement or foster care of a child may be taken on an intermittent or reduced schedule basis.

I. Temporary Transfer.

1. Required by the City.

The City may require that the employee temporarily transfer to an available alternative position for which the employee is qualified, and which provides equivalent pay and benefits and that better accommodates recurring leave periods than the employee's regular position.

2. Requested by Employee.

An employee on intermittent or reduced schedule FMLA/CFRA leave for foreseeable and planned medical treatments may request a transfer to an open and available position for which the employee is qualified, if the duties of that position would better accommodate the employee's intermittent or reduced schedule FMLA/CFRA leave. Transfers will not be considered under this Section when the intermittent or reduced schedule FMLA/CFRA leave is unscheduled, such as in the case of chronic conditions.

J. Leave Taken for Baby Bonding. The basic minimum duration of a leave taken for the birth, adoption, or foster care of a child shall be two (2) weeks. However, the City will also grant two (2) requests for shorter leave periods in the applicable one (1) year period.

K. Employee Notice. Employees requesting leave under the FMLA/CFRA must notify their supervisor in accordance with the rules set forth below. Employees must provide the supervisor with sufficient information to make the City aware that the employee needs FMLA/CFRA leave, and the anticipated timing and duration of that leave. Supervisors must forward any such requests to Human Resources for review and approval.

1. Foreseeable Events.

An employee must provide the City with at least thirty (30) days advance notice before the date the leave is to begin, or must provide notice as soon as is practicable, normally the same business day or next business day if the employee is off work when the employee learns of the need for leave. If the employee provides less than thirty (30) days advance notice, the City may require explanation of why thirty (30) days advance notice was not practicable.

(a) In any case in which the need for FMLA/CFRA leave is foreseeable based on one of the circumstances listed below in sub-section b., the employee shall make a reasonable effort to schedule

any planned medical treatment or supervision so as not to unduly disrupt the operations of the City. However, any such scheduling shall be subject to the approval of the health care provider of the employer or the employee's child, parent, spouse, or registered domestic partner (CFRA only).

(b) The need for leave is considered "foreseeable" when it is taken for any of the following reasons:

(a) Planned medical treatment for a serious health condition of the employee.

(b) Planned medical treatment for a serious health condition of a family member.

(c) An expected birth, placement for adoption, or foster care.

(c) If an employee fails to provide the requisite thirty (30) day advance notice for foreseeable events without any reasonable excuse for the delay, the City reserves the right to delay the taking of the leave by up to thirty (30) days after the date the employee provides notice of the need for FMLA/CFRA leave.

2. Unforeseeable Events.

If an employee requires FMLA/CFRA leave for an unforeseeable event, the employee is required to provide notice to the City as soon as is practicable.

3. Notice of Intermittent/Reduced Schedule Leave.

The notice requirements for foreseeable intermittent or reduced schedule leaves shall be the same as for other foreseeable leaves, and the notice requirements for unforeseeable intermittent or reduced schedule leave shall be the same as for other unforeseeable leaves.

4. Contents of Notice.

All requests for FMLA/CFRA leave should include the anticipated date(s) and duration of the leave and be sufficient to make the City aware that the employee needs leave under the FMLA/CFRA. The employee must state the reason the leave is needed. When the employee provides notice, it may not contain sufficient information for the City to determine whether the employee's leave could be for an FMLA/CFRA-qualifying purpose. In such cases, the City may follow up with the employee for additional information, and the employee is required to respond to the same. However, the employee shall not be required to provide the City with a diagnosis.

5. Changes to Dates of Leave.

The employee must advise the City as soon as practicable when the employee learns that the dates of the FMLA/CFRA leave may change.

6. Requests for Extension.

Any requests for extensions of an FMLA/CFRA leave must be received at least five (5) working days before the date on which the employee was originally scheduled to return to work, where practicable, and must include the revised anticipated date(s) and duration of the FMLA/CFRA leave. If the employee has exhausted their leave entitlement, the City will evaluate on a case-by-case basis whether additional leave may be available as a reasonable accommodation for the employee's own serious health condition.

L. City Response to a Request for FMLA/CFRA Leave or Request for Extension - Eligibility Notice.

Within five (5) working days of an employee's request to take FMLA/CFRA leave, the City shall provide the employee with a written Eligibility Notice. The Eligibility Notice is not a designation of the employee being on FMLA/CFRA Leave. The Eligibility Notice shall include the following information:

1. Whether the employee is eligible to take FMLA/CFRA leave. If the employee is ineligible for FMLA/CFRA leave, the notice will include the reason(s) why the employee is ineligible.

2. Whether the employee has exhausted their twelve (12) week FMLA/CFRA entitlement.

3. Whether additional information, such as a medical certification, is required from the employee in order to process the employee's request for FMLA/CFRA leave or request for extension.

4. The employee's rights and responsibilities under the FMLA/CFRA will include a statement of whether the employee is required to provide a medical certification or recertification. A statement requiring a medical certification will also advise the employee of the anticipated consequences of their failure to provide adequate notice.

5. If the employee has requested an extension of leave for their own serious health condition but has exhausted their leave entitlement, the City will advise whether additional leave will be granted as a reasonable accommodation.

M. Medical Certification and Recertification.

Any request for FMLA/CFRA leave for an employee's own serious health care condition or for FMLA/CFRA leave to care for a family member with a serious health condition must be supported by medical certification from the treating health care provider. Employees are encouraged to use the City's medical certification form to ensure that all

pertinent information is obtained. Any request for an extension of FMLA/CFRA leave also must be supported by a medical certification from the treating health care provider. Again, employees are encouraged to use the City's medical certification to ensure that all pertinent information is obtained.

1. Timing of Request for Medical Certification.

The City will request medical certification:

(a) Within five (5) business days after an employee requests foreseeable leave;

(b) Within five (5) business days after an employee provides notice of an unforeseeable leave, or within five (5) business days after an unforeseeable leave commences, whichever is later;

(c) On a later date — if the City has a reason to question the appropriateness or duration of an employee's leave (FMLA only).

2. Timing for Employee's Return of the Medical Certification.

All medical certifications and re-certifications must be returned to the City within fifteen (15) days from the City request, regardless of whether the leave is foreseeable or unforeseeable. Exceptions to this may be granted when it is not practicable to provide the certification or recertification within fifteen (15) days, despite the employee's diligent, good faith efforts to do so.

3. Certification for Serious Health Condition of Spouse, Registered Domestic Partner, Parent, or Child.

The employee must have the patient's treating health care physician complete a medical certification form when requesting family leave to care for a family member with a serious health condition. Employees are encouraged to use the City's medical certification form to ensure that all pertinent information is obtained.

(a) Medical Recertification. If the employee requests additional leave beyond the time period which the health care provider originally estimated that the employee needed to take care of the employee's child, parent, spouse, or registered domestic partner, the City may request a recertification from the employee.

4. Certification for the Employee's Own Serious Health Condition.

(a) First Opinion. The employee must have their health care physician complete a medical certification form when requesting FMLA/CFRA leave for their own serious health condition. Employees are encouraged to use the City's medical certification form to ensure that all pertinent information is obtained.

(b) Second and Third Opinions. If the City has reason to doubt the validity of the certification provided by the employee, the City may require the employee to obtain a second opinion from a doctor of the City's choosing at the City's expense. If the employee's health care provider and the doctor providing the second opinion do not agree, the City may require a third opinion, also at the City's expense, performed by a mutually agreeable doctor who will make a final determination that shall be binding on both the City and the employee.

(c) Medical Recertification. The City may request recertification of a medical condition upon the expiration of the time period which the health care provider originally estimated, if additional FMLA/CFRA leave is requested.

5. Certification for an Employee's Return to Work.

(a) Returning from a Continuous Leave. As a condition of restoration to their former position, an employee taking continuous leave under the FMLA/CFRA is required to provide the City with certification from their health care provider stating that the employee is able to resume their essential work functions. An employee who fails to provide the certification may have their reinstatement delayed.

(b) Returning from an Intermittent or Reduced Schedule Leave. If the employee is on intermittent or reduced schedule leave, the City may require a fitness for duty certification at fixed intervals not exceeding every thirty (30) days if there are reasonable safety concerns. "Reasonable safety concerns" means a reasonable belief of significant risk of harm to the employee or others.

(c) Contents of Certification. The City will provide the employee with a form and a copy of the employee's job description for their health care provider to review in completing the fitness for duty certification, and employees are encouraged to use the City's form to ensure that all pertinent information is obtained. The employee must provide a complete and sufficient fitness for duty certification. If the employee's health care provider releases the employee back to work with restrictions, the City will engage in the interactive process to determine what reasonable accommodation, if any, will permit the employee to return to work in accordance with the ADA and the FEHA.

6. Employee's Failure to Provide a Medical Certification or Recertification. If the employee fails to timely provide a complete and sufficient medical certification when requested, the request for FMLA/CFRA leave may be denied or delayed until a sufficient certification is provided. Employees will be advised of these

consequences in connection with any request by the City for medical certification or recertification.

N. City's Designation of Leave. Absent extenuating circumstances, within five (5) working days after the City has acquired enough information to determine whether the employee's request qualifies for FMLA/CFRA leave, the City will provide the employee with a written Designation Notice.

1. Designating Leave as FMLA/CFRA-Qualifying. If the leave is designated as being FMLA/CFRA-qualifying, the Designation Notice will contain, but is not limited to, the following information:

(a) A statement that the leave is being designated as FMLA and/or CFRA leave;

(b) The amount of leave being counted as FMLA and/or CFRA leave, if known;

(c) Whether accrued paid leave will be used during the leave, and that any paid leave used will count as FMLA/CFRA leave;

(d) Whether a medical certification will be required to release the employee to return to work; and

(e) Whether a job description or description of essential duties is attached to the Designation Notice for the health care provider to use in completing the medical certification to release the employee to return to work.

2. Unable to Designate. If the City is unable to determine whether the leave requested is FMLA/CFRA-qualifying because more information is needed, the employee will be informed that the medical certification is incomplete or insufficient, and the City will provide a list of deficiencies and explain the employee's opportunity to cure said deficiencies; or a second or third medical opinion is being required.

3. Not Designating Leave as FMLA/CFRA-Qualifying. If the City has determined that the employee's leave does not qualify as FMLA/CFRA leave, the City will notify the employee in writing that their leave is not being designated as FMLA/CFRA leave, and the reason for the denial.

O. Employment Benefits and Protection.

1. Previously Accrued Benefits and Seniority Status.

(a) Leave under the FMLA/CFRA will not result in the loss of any employment benefits accrued before the date the leave commenced.

(b) Leave under the CFRA will not constitute a break in service or otherwise cause the employee to lose longevity or seniority, even if other paid or unpaid leave constitutes a break in service for purposes of establishing longevity or seniority, layoff, recall, promotion, job assignment, or seniority-related benefits.

2. No Accrual of Leave or Seniority during Unpaid FMLA/CFRA Leave.

(a) An employee on unpaid FMLA/CFRA leave shall not accrue any additional paid leave time. Thus, employees will not accrue vacation leave, sick leave, administrative leave, nor will they be paid for holidays during the unpaid leave.

(b) The time off on unpaid FMLA/CFRA leave shall not count as time worked for purposes of establishing additional seniority for purposes of layoff, recall, promotion, job assignment, and other seniority-related benefits. However, during the time that an employee supplements their unpaid FMLA/CFRA leave with paid leave, the employee will continue to accrue leaves and benefits in accordance with the provisions of the City's policy governing those leaves of absence (i.e., when coordinating with sick leave, the rules governing sick leave will apply with regard to the employee's benefits).

3. Maintenance of Health Insurance of the Employee.

(a) Employees will continue to receive the same medical benefits while on FMLA/CFRA leave for up to twelve (12) workweeks in a twelve (12) month period. The City shall be responsible for the continued payment of the City's share of the cost of the employee's health benefits during that twelve (12) workweek period. Benefits for absences beyond the allotted period will be handled in the same manner as benefits for employees on any other type of unpaid leave of absence.

(b) An employee who notifies the City that they do not intend to return to work from the FMLA/CFRA leave is not entitled to medical benefits provided by the City as if the employee were on a FMLA/CFRA leave and instead is entitled to the benefits provided to employees who are on an unpaid leave of absence for any other reason.

4. Maintenance of Benefits Requiring Employee Contributions.

(a) During any period of unpaid leave, unless otherwise prohibited by applicable law, an employee may elect to discontinue health insurance coverage for the employee, a spouse, registered domestic partner, and/or any dependent(s) as well as any other benefits offered or sponsored by the City to which the employee is

required to make monthly contributions. Employees must notify the City in writing of such an election.

(b) An employee will continue to be responsible for making the payment of monthly contributions for which the City has not received advanced notice of election to discontinue. If any premium amounts are increased or decreased for other employees similarly situated, the employee will be required to pay the new premium rates.

(c) All monthly contributions are due and payable to the City at the same time as they would be if made through payroll deduction.

(d) If any monthly contributions are not received within thirty (30) days of their due date, the City has the option to either discontinue said benefit(s) or continue said benefit(s) by making the monthly contributions on the employee's behalf.

(e) Upon the employee's return to work, the City is entitled to seek reimbursement from the employee for the employee's share of any monthly contributions made on their behalf.

(f) Employees included in a pension or retirement plan may continue to make contributions in accordance with the terms of the plan during the period of leave. However, the City shall not be required to make plan payments for employees during the leave period which is unpaid, and the unpaid leave period shall not be counted for purposes of time accrued under the plan.

(g) If the City provides a new health plan or benefits or changes health plans or benefits while an employee is on FMLA/CFRA leave, the City will give written notice to the employee to advise that the employee is subject to the new or changed plan/benefits in the same manner, and to the same extent, as if the employee were not on leave.

5. Failure to Return from Leave. The City may recover the entire premium it paid for maintaining health insurance benefits for an employee during any period of unpaid leave if the employee fails to return to work promptly upon the expiration of a leave for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to leave or other circumstances beyond their control.

P. Reinstatement.

1. Restoration to Position.

When an employee returns from a leave under the FMLA/CFRA, the employee will be restored to the position held when the leave began, or to a comparable position, with equivalent (i.e. virtually identical) employment benefits, pay, and other conditions of employment.

The duties of the position must be capable of being performed in the same or similar geographic location, and involve the same or substantially similar duties as the position held when leave began, with responsibilities that entail substantially equivalent skill, effort, responsibility, and authority.

2. Denial of Restoration Rights.

The City may refuse to reinstate an employee to their pre-leave position at the conclusion of an FMLA/CFRA leave if the employee's position and any comparable position have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA/CFRA leave. In this case, the City shall reasonably accommodate the employee through alternative means that will not cause undue hardship to the City's operation. The City may offer an employee any other position that is available and suitable. The City is not required to create new employment that would not otherwise be created, discharge or transfer another employee, or promote another employee who is not qualified to perform the job.

3. Opportunity to Fulfill Missed Requirements.

If an employee is unable to attend a necessary course, renew a license, or is otherwise adversely affected in terms of fulfilling minimum requirements or qualifications for the position as a result of the FMLA/CFRA leave the employee will be given a reasonable opportunity to fulfill those requirements or qualifications upon returning to work from FMLA/CFRA leave.

SEC. 10.3 PREGNANCY DISABILITY LEAVE OR TRANSFER.

A. Eligibility And Duration.

1. Eligibility.

(a) Any employee who is disabled on account of pregnancy, childbirth, or related medical conditions may take a pregnancy-related disability leave, regardless of the number of hours worked or their length of employment with the City. However, unless an employee has met the eligibility requirements under this Policy, they shall not be subject to the additional terms and conditions that apply to an employee who is eligible for FMLA leave.

(b) An employee's pregnancy-related disability is not considered a serious health condition under the CFRA and is not counted against an employee's CFRA leave eligibility.

2. Amount of Leave Entitlement.

An eligible employee may take a pregnancy-related disability leave for the period of disability, up to four (4) months (an equivalent of 17 1/3 weeks). The pregnancy disability leave shall run concurrently with any family care or medical leave to which the employee may be entitled under the FMLA. An employee is entitled to take off the number of days or hours that the employee would normally work during 17 1/3 weeks of employment. For example, an employee, who regularly works forty (40) hours per week is entitled to take 693 hours of leave, and an employee who regularly works twenty (20) hours per week, would be entitled to 346.5 hours of leave.

3. Temporary Transfer.

Any employee affected by conditions related to pregnancy, childbirth, or related medical conditions is entitled to transfer temporarily to a less strenuous or hazardous position or to less strenuous or hazardous duties upon the certification of the employee's health care provider that the transfer is medically advisable— if the transfer can be reasonably accommodated.

4. Reasonable Accommodation.

The City will provide reasonable accommodation to an employee who is affected by pregnancy, childbirth, or related medical conditions as required by law.

B. Use of Accrued Leave.

An employee taking pregnancy-related disability leave must coordinate any available sick leave with their pregnancy-related disability leave. An employee taking pregnancy-related disability leave may, at their option, coordinate any other accumulated paid leaves, including, but not limited to, vacation time, holiday pay, compensatory time off, or administrative leave with her pregnancy-related disability leave. The paid leave shall run concurrently with the pregnancy-related disability leave, and shall not extend the employee's entitlement to pregnancy-related disability leave beyond the amount specified in Section 10.3 of this Policy.

1. Coordination with Wage Replacement Plans.

(a) This provision only applies when the employee's pregnancy-related disability leave is also designated as a serious health condition under the FMLA. Pursuant to the provisions of the FMLA, if an employee is receiving a wage replacement payment from State Disability Insurance, Short-Term Disability, and/or Long-Term Disability, the employee and the City may mutually agree to coordinate the employee's accrued paid leaves with the amount received from the wage replacement plan, up to an amount equal to the employee's regular salary.

(b) If the employee is still receiving SDI benefits when her twelve (12) workweeks of leave under the FMLA expire, the City will require that she begin coordinating any additional accrued sick leave with the wage replacement benefits. The employee may also

elect to coordinate all other accrued paid leaves with the wage replacement benefits.

C. Notice.

An employee should notify her supervisor of their need for pregnancy-related disability leave or transfer as soon as they is aware of the need for such leave.

1. Foreseeable Events. Where the need for pregnancy-related disability leave or transfer is foreseeable, the employee must provide at least thirty (30) days' advance notice to the City of the need for pregnancy-related disability leave or transfer. If the leave or transfer is required in connection with any planned, non-emergency medical treatment or supervision, the employee shall consult with the City and make a reasonable effort to schedule any such planned medical treatment or supervision to minimize disruption to the City's operations, subject to the approval of the health care provider of the employee.

2. Unforeseeable Events. For non-emergency events that are not foreseeable thirty (30) days in advance, or when thirty (30) days' advance notice is not practicable, the employee must notify the City as soon as practicable under the circumstances, ordinarily within two (2) working days after the employee learns of the need for leave.

3. Notice of Intermittent Leave. In the event that an employee requires intermittent pregnancy-related disability leave, they shall notify the City of the anticipated dates for the absences as much in advance as possible.

4. Failure to Provide Notice. If the employee fails to provide the requisite thirty (30) day advance notice for foreseeable events without any reasonable excuse for the delay, the City reserves the right to delay the employee's right to take the FMLA/CFRA leave for up to thirty (30) days after the date the employee provides notice of the need for pregnancy-related disability leave or transfer.

D. Contents of Notice or Request for Extension.

1. All requests for pregnancy-related disability leave or transfer should include the anticipated timing and duration of the leave or transfer and be sufficient to make the City aware that the employee requires a pregnancy-related disability leave or transfer. Any requests for extensions of a pregnancy-related disability leave or transfer must be received at least five (5) working days before the date on which the employee was originally scheduled to return to work, where practicable, and must include the revised anticipated date(s) and duration of the pregnancy-related disability leave or transfer.

2. If the employee has exhausted their leave entitlement under Section 10.3, the City will evaluate on a case-by-case basis whether additional leave may be available as a reasonable accommodation; however, any such additional leave shall not be subject to the provisions of this Section.

E. Intermittent or Reduced Schedule Leave. Pregnancy-related disability leave can be taken on an intermittent or on a reduced schedule basis when medically advisable, as determined by the employee's health care provider. The minimum pregnancy-related disability leave increment that can be taken by an employee is fifteen (15) minutes. If pregnancy-related disability is taken on an intermittent or reduced schedule basis and it is foreseeable based on planned medical treatment because of pregnancy, the City retains the discretion to temporarily transfer the employee to an alternative position, for which the employee is qualified, with equivalent pay and benefits, which better accommodates the employee's leave schedule, but need not have equivalent duties.

F. City Response to a Request for Pregnancy-Related Disability Leave or Transfer or Request for Extension.

Within five (5) working days of an employee's request for pregnancy-related disability leave or transfer, the City shall provide the employee with a written Eligibility Notice, which shall conform to the provisions of Section 10.2. The Eligibility Notice shall also inform the employee of their additional rights under the California PDL. If the employee has exhausted their leave entitlement under Section 10.3, the City will advise whether additional leave will be granted as a reasonable accommodation; however, any such additional leave shall not be subject to the provisions of this Section.

G. Timing of Certification.

Any request for pregnancy-related disability leave or transfer must be supported by a medical certification from a health care provider.

1. For foreseeable pregnancy-related disability leaves or transfers, employees must provide the required medical certification before the leave/transfer begins. When this is not possible, employees must provide the required certification within 15 days, unless it is not practicable under the circumstances to do so. Failure to provide the required medical certification may result in the denial or delay of foreseeable pregnancy-related disability leaves or transfers until such certification is provided.

2. In the case of unforeseeable leaves, failure to provide the required medical certification within fifteen (15) days of being requested to do so may result in a denial of the employee's continued leave until certification is eventually provided. Any request for an extension of the leave/transfer must also be supported by an updated certification.

H. Contents of the Certification for Pregnancy-Related Leave. Employees are encouraged to use the City's medical certification when requesting pregnancy-related disability leave to ensure that all pertinent information is obtained. The following information must be included: (1) date the employee became or will become disabled due to pregnancy; (2) the probable duration of the period or periods of disability; and (3) an explanatory statement that, due to the disability, the employee is unable to work at all or is unable to perform any one or more of the essential functions of her position without undue risk to themself, to the successful completion of her pregnancy, or to other persons.

I. Contents of the Certification for Pregnancy-Related Transfers. Employees are encouraged to use the City's medical certification when requesting pregnancy-related disability transfer to ensure that all pertinent information is obtained. The medical certification for pregnancy-related transfer shall include: (1) date the employee became or will become disabled due to pregnancy; (2) the probable duration of the period or periods of disability; and (3) an explanatory statement that, due to the disability, the transfer is medically advisable.

J. No Second/Third Opinions Allowed. There will not be a second or third opinion regarding pregnancy-related disability leave or transfer.

K. Return to Work Certification. As a condition of restoration to their former position, an employee taking leave under the FMLA/PDL is required to provide the City with certification from their health care provider stating that they are able to resume their original job duties.

L. City's Designation of Leave. Once an employee requests pregnancy-related disability leave or transfer, the Administrative Services Director shall notify the employee in writing whether the requested leave or transfer is approved and qualifies as pregnancy-related disability leave or transfer. This designation shall comply with the provisions of Section 10.3, and shall also inform the employee of any additional rights and obligations under the California Pregnancy Disability Leave Law.

M. Employment and Benefits Protection. The provisions in this Policy regarding employment and benefits protection in connection with FMLA/CFRA leave also apply to all pregnancy-related disability leaves, except that where the City's policy permits employees on paid leave and/or unpaid leave to accrue seniority, employees on paid and/or unpaid pregnancy-related disability leaves shall also accrue seniority.

N. Reinstatement. Upon the completion of the employee's pregnancy-related disability leave or transfer period, and upon submission of the return to work notice, the employee shall be returned to the same position they previously held, or to a comparable position as permitted by law. However, for pregnancy-related disabilities, there is no reinstatement exception for key employees.

SEC. 10.4 MILITARY FMLA LEAVE.

The City provides for two (2) types of military family leave under FMLA and CFRA: military exigency leave, which is addressed in Section 10.4 A. and military caregiver leave, which is addressed in Section 10.4 B.

A. Military Exigency Leave.

1. Overview.

The City permits employees who have a covered military family member in the Armed Forces (including the National Guard or Reserves) to take up to twelve (12) workweeks of FMLA leave due to a qualifying exigency resulting from the covered military family member's active military duty (or call to active duty status) in support of a contingency operation. Leave granted under this Section shall count against the FMLA and CFRA leave granted.

2. Definitions.

(a) Armed Forces. The Army, Navy, Air Force, Marine Corps, or Coast Guard, including the National Guard and Reserves.

(b) Covered Active Duty or Call to Active Duty Status. One of the following:

(a) For a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; or

(b) For a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a federal call or order to active duty in support of a contingency operation under a provision of law referred to in section 10.1(a)(13)(B) of Title 10, United States Code.

(c) Covered Military Family Member.

(a) An employee's spouse, registered domestic partner, son, daughter, or parent who is a member of the Armed Forces and is on Covered Active Duty or Call to Active Duty Status.

(b) For purposes of this definition only, "son" or "daughter" means the employee's biological, adopted, foster child, stepchild, legal ward, or a child for whom the employee stood in loco parentis, within the meaning of Section 10.2.D of this Policy, regardless of age.

(d) Covered Military Family Member's Child.

The biological, adopted, foster child, stepchild, legal ward, or child for whom the Military Family Member stands in loco parentis, within the meaning of Section 10.2.D of this Policy, who is either under the age of 18 or who is aged 18 or older but incapable of self-care because of a physical or mental disability at the time leave under this Section 10.4 is to commence.

(e) Covered Military Family Member's Parent.

The biological, adoptive, step, or foster father or mother, or an individual who stood in loco parentis, within the meaning of Section 10.2.D of this Policy, to a Covered Military Family Member who was under 18 years of age.

3. Qualifying Reasons for Military Exigency Leave.

Military exigency leave under CFRA can be taken for a qualifying exigency related to the covered active duty or call to covered active duty of an employee's spouse, domestic partner, child, or parent in the Armed Forces of the United States, as specified in Section 3302.2 of the California Unemployment Insurance Code. Similarly, military exigency leave under FMLA can be taken for the following non-medical, non-routine activities only:

(a) Short-Notice Deployment Activities. If a Covered Military Family Member receives seven (7) or less calendar days' notice prior to the date of deployment, an employee may take FMLA leave to address any issue arising from an impending call or order to active duty in support of a contingency operation. The employee may take FMLA leave for up to seven (7) days beginning on the date the Covered Military Family Member receives the notice of impending call or order to active duty.

(b) Military Events and Related Activities. An employee may take FMLA leave to attend any official ceremony, program, or event sponsored by the military that is related to the active duty or call to active duty status of the Covered Military Family Member. An employee may also take FMLA leave to attend family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or American Red Cross that are related to the active duty or call to active duty status of a Covered Military Family Member.

(c) Childcare and School Activities. An employee may take FMLA leave for the following reasons, if the reason is necessitated by the Covered Military Family Member's active duty or call to active duty status, or circumstances arising from it:

(a) To make alternative childcare arrangements of a Covered Military Family Member's Child;

(b) To provide childcare for a Covered Military Family Member's Child on an urgent, immediate need basis, but not on a regular, routine, or everyday basis;

(c) To enroll in or transfer a Covered Military Family Member's Child in a new school or day care facility; and/or

(d) To attend meetings with staff at a school or day care facility, such as regarding disciplinary measures, parent-teacher conferences, or meetings with school counselors, for a Covered Military Family Member's Child.

(d) Financial and Legal Arrangements. An employee may take FMLA leave in order to make or update financial or legal arrangements to address the Covered Military Family Member's absence while on active duty or call to active duty status; and/or to act as the Covered Military Family Member's representative before a federal, state, or local agency for purposes of obtaining, arranging, or appealing military service benefits while the Covered Military Family Member is on active duty or call to active duty status (up to a period of ninety (90) days following the termination of the Covered Military Family Member's active duty status).

(e) Counseling Activities. An employee may take FMLA leave to attend counseling, provided that:

(a) The need for counseling arises from the Covered Military Family Member's active duty or call to active duty;

(b) Such counseling is provided by someone other than a health care provider; and

(c) The counseling is for the employee, the Covered Military Family Member, and/or the Covered Military Family Member's Child. (Note that if medical counseling is needed due to a serious health condition, the employee may be able to take FMLA/CFRA leave under Section 10.2 instead.)

(f) Rest and Recuperation Activities. If a military member is granted short-term, temporary, rest and recuperation leave during the period of deployment, an employee may take FMLA leave to spend time with the military member. An employee may take FMLA leave for this purpose for up to fifteen (15) working days for each instance of rest and recuperation, beginning on the date the

Covered Military Family Member commences each instance of rest and recuperation leave.

(g) Post-Deployment Activities. An employee may take FMLA leave to attend arrival ceremonies, reintegration briefings, events, and any other official ceremony or program sponsored by the military for a period of ninety (90) days following termination of the Covered Military Family Member's active duty status. An employee may also take FMLA leave to address issues that arise from the death of a Covered Military Family Member while on active duty status, such as meeting and recovering the body of the Covered Military Family Member.

(h) Parental Care.

An employee may take FMLA leave for care of a Covered Military Family Member's Parent who is incapable of self-care.

"Incapable of self-care" means that the individual requires active assistance to provide daily self-care in three (3) or more of the following activities: caring appropriately for one's grooming and hygiene, bathing, dressing, eating, cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using telephones and directories, using a post office, or other activities or instrumental activities of daily living.

An employee may take parental care leave for the following purposes when the need arises from the covered active duty or call to active duty of the Covered Military Family Member:

(a) To arrange for alternative care of the Covered Military Family Member's Parent from the existing care arrangement;

(b) To provide care for the Covered Military Family Member's Parent on an urgent, immediate need basis (as opposed to a routine, regular, or everyday basis);

(c) To admit to or transfer to a care facility the Covered Military Family Member's Parent; or

(d) To attend meetings with staff at a care facility, such as meetings with hospice or social service workers, which are not regular or routine.

(i) Additional Activities.

An employee may take FMLA leave for another form of exigency, provided that:

(a) The reason for the leave arises out of the Covered Military Family Member's active duty or call to active duty;

(b) The City and the employee mutually agree that such leave shall be considered taken for a qualifying exigency; and

(c) The City and employee mutually agree on the timing and duration of the leave.

4. Employee Notice of Need for Military Exigency Leave

(a) Timing of Notice.

Employees are required to give notice of the need for military exigency leave as soon as practicable under the circumstances.

(b) Content of Notice.

Employees are required to provide the City with sufficient information, depending on the situation, to notify the City as to the anticipated timing and duration of the leave, that a Covered Military Family Member is on active duty or call to active duty status, and that one of the qualifying exigencies in Section 10.4 is present.

(c) Updates from Employee.

The employee is required to advise the City as soon as is practicable when the dates of leave or other circumstances change.

5. City Response to Notice of Need for Military Exigency Leave.

The City will request any additional, necessary information needed to process the employee's request and will also follow the procedures set forth in responding to an employee's notice that they have a need for military exigency leave.

6. Certification of Need for Military Exigency Leave.

The City will request certification of the employee's need for military exigency leave when it provides notice under Sections 10.2 and/or 10.4, and will provide the employee with a form to complete or an explanation of the information needed. Employees requesting military exigency leave for the first time for a particular active duty or call to active duty are also required to provide the City with a copy of the military member's active duty orders.

(a) Required Information for Certification.

(a) A signed statement or description by the employee of the facts supporting the request for leave for one (1) or more of the reasons set forth in this Section and any available supporting written documentation, including, but not limited to, meeting announcements, appointment confirmations, or a copy of a bill for services.

(b) The approximate date on which the reason for the leave commenced, or will commence.

(c) The applicable timeframe.

(i) If, for a single, continuous period of time, the beginning and end dates for the employee's absence from work;

(ii) If, on an intermittent or reduced schedule basis, the estimated frequency and duration of the employee's absences.

(d) For leave involving a meeting with a third party, appropriate contact information for the individual or entity, such as name, title, organization, address, telephone number, fax number, and email address, as well as a brief description of the purpose of the meeting.

(e) For leave involving rest and recuperation activities, a copy of the Covered Military Family Member's Rest and Recuperation orders, or other documentation issued by the military indicating that the Covered Military Family Member has been granted Rest and Recuperation leave and identifying the dates of that Rest and Recuperation leave.

(b) Timing of City's Notice of Required Certification. The City will request the certification under the timeframes set forth in Sections 10.2 and 10.4.

(c) Insufficient or Incomplete Certification. Employees are required to provide a complete and sufficient certification. If an employee provides an incomplete or insufficient certification, the City will give the employee written notice of the deficiencies and seven (7) calendar days to cure the deficiencies, unless seven (7) days is not practicable, despite the employee's diligent, good faith efforts. The employee's leave may be denied if the employee fails to provide timely a required certification.

(d) Verification of Certification. The City may verify the employee's certification by contacting the appropriate Department of Defense unit to verify the military member is on active duty or call to active duty status. If the exigency involves meeting with a third party, the City may contact the entity or individual with whom the employee is meeting to verify the meeting or appointment schedule and the nature of the meeting. The City will not request additional

information. No permission from the employee is required for such verification.

B. Military Caregiver Leave.

1. Overview.

An employee who is the spouse, registered domestic partner, son, daughter, parent, or next of kin of a Covered Service member in the Regular Armed Forces, National Guard, or Reserves who has incurred a serious injury or illness in the line of duty while on active duty may take up to twenty-six (26) workweeks in a single twelve (12) month period per covered service member and per injury/illness of the service member. Leave granted under this Section shall run concurrently with the FMLA and CFRA leave granted under Section 10.2 (unless the employee is caring for their "next of kin" who is not covered by the CFRA). Leave granted under this Section shall be included in computing the employee's twelve (12) weeks of leave granted under the FMLA, so that an employee may not, under any circumstances, exceed twenty-six (26) total weeks of FMLA leave in a rolling twelve (12) month period.

2. Definitions.

(a) Armed Forces.

The Army, Navy, Air Force, Marine Corps, or Coast Guard, including the National Guard and Reserves.

(b) Authorized Health Care Provider.

For purposes of completing the certification, any one of the following may meet the requirement:

(a) United States Department of Defense ("DOD") health care provider;

(b) A United States Department of Veterans Affairs ("VA") health care provider;

(c) A DOD TRICARE network authorized private health care provider;

(d) A DOD non-network TRICARE authorized private health care provider; or

(e) Any health care provider permitted to provide medical certification under Section 10.2 of this Policy.

(c) Covered Service Member.

(a) A current member of the Armed Forces who is undergoing medical treatment, recuperation, or

therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a Serious Injury or Illness; or

(b) A veteran who is undergoing medical treatment, recuperation, or therapy for a Serious Injury or Illness and who was a member of the Armed Forces, at any time during the period of five (5) years preceding the date on which the employee commences FMLA leave to care for the veteran. If the veteran was discharged or released under conditions other than dishonorable, prior to March 8. 2013, the period from October 28, 2009 through March 8, 2013 shall not be counted in determining whether the veteran's last day of service falls within the five-year period.

(d) Next of Kin. The nearest blood relative of a Covered Service member (other than their spouse, registered domestic partner, parent, son, or daughter), in the following priority order:

(a) A blood relative designated in writing by the service member as their nearest blood relative for purposes of military caregiver leave under the FMLA, who, if so designated, shall be the only next of kin for purposes of this Policy;

(b) Blood relatives who have been granted legal custody of the service member by court decree or statutory provisions;

(c) Brothers or sisters;

(d) Grandparents;

(e) Aunts or uncles; and

(f) First cousins.

If no blood relative has been designated, all blood relatives at the next applicable level of priority shall be considered "next of kin" who may take FMLA leave to provide care for the Covered Service member, either simultaneously or not.

(e) Outpatient Status. The status of a Covered Service member who is assigned to a military medical treatment facility as an outpatient, or a unit established for the purpose of providing command and control of members of the military receiving medical care as outpatients.

(f) Parent of a Covered Service member. A Covered Service member's biological, adoptive, step or foster father or mother, or an individual who stood in loco parentis to a Covered Service member.

(g) Son or Daughter of a Covered Service member. A Covered Service member's biological, adopted, foster child, step child, legal ward, or child for whom the Covered Service member stood in loco parentis, within the meaning of Section 10.2.D of this Policy, except that this definition shall apply regardless of the child's age.

(h) Serious Injury or Illness.

(a) For a current member of the Armed Forces. An injury or illness incurred by a Covered Service member in the line of duty on active duty (or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty or active duty), and that may render the service member medically unfit to perform the duties of their office, grade, rank, or rating.

(b) For a veteran who is a Covered Service member.

An injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty) and that manifested itself before or after the member became a veteran; and is one of the following:

(i) A continuation of a Serious Injury or Illness that was incurred or aggravated when the veteran was a member of the Armed Forces and rendered him/her unable to perform the duties of their office, grade, rank, or rating; or

(ii) A physical or mental condition for which the veteran has received a U.S. Department of Veteran Affairs Service-Related Disability Rating (VASRD) of fifty (50) percent or greater, and the VASRD rating is based, in whole or in part, on the condition precipitating the need for the military caregiver leave; or

(iii) A physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or

disabilities related to military service, or would do so absent treatment; or

(iv) An injury, including a psychological injury, on the basis of which the veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

(i) Veteran. A person who served in the Armed Forces, and who was discharged or released therefrom under conditions other than dishonorable.

3. Terms of Military Caregiver Leave.

Except for the differences set forth in this Section 10.4., the City shall grant military caregiver leave under the same terms that FMLA/CFRA leave is granted under Section 10.2 to care for a parent, spouse, registered domestic partner, or child with a serious health condition.

4. Required Certifications.

The City will provide the employee with a form to complete that certifies the service member's family relationship, military status, and Serious Injury or Illness. The employee is required to ensure that this form, or an equivalent form containing the information set forth in this Section, is completely and sufficiently completed and returned within the same time periods set forth in Section 10.2 of this Policy. If the employee fails to provide a complete and sufficient form, the City will inform them of the deficiencies, and grant the employee at least seven (7) calendar days to cure them.

(a) Certification of Family Relationship and Military Status. The City will require proof of the service member's family relationship to the employee and proof of the service member's military status for the employee's first request of military caregiver leave for a particular illness or injury for a particular service member.

(b) Certification of Serious Illness or Injury. The City will require certification from an Authorized Health Care Provider that the service member is suffering from a Serious Illness or Injury. However, the employee will not be required to reveal the service member's diagnosis.

(a) The Authorized Health Care Provider may base the certification upon their personal determination and/or may certify their reliance upon determination(s) made by an authorized DOD representative or an authorized VA representative. The certification must also include:

(i) The name, address, appropriate contact information (telephone number, fax number, and/or email address) of the health care provider, the type of medical practice, the medical specialty, and the basis on which the person is an authorized health care provider, as set forth in Section 10.2, above;

(ii) The approximate date on which the injury or illness commenced, or was aggravated, and its probable duration; and

(iii) Information sufficient to establish that the Covered Service member is in need of care, and addressing the following matters:

i) Whether the need for care is for a single continuous period, and if so, an estimate of the beginning and ending dates, including any time needed for treatment and recovery;

ii) Whether there is a medical necessity for periodic care, based on a schedule of planned medical treatment, and if so an estimate of the treatment schedule;

iii) Whether there is a medical necessity for periodic care for reasons other than planned medical treatment, such as episodic flare-ups, and if so, an estimate of the frequency and duration of the periodic care.

5. Alternative Certifications

(a) Special Automatic Certification. The DOD may issue a special invitation to a member(s) of a service member's family when a DOD health care provider has determined that the injury or illness is serious enough to warrant the immediate presence of a family member at the service member's bedside. If the DOD issues an invitational travel order ("ITO") or invitational travel authorization ("ITA") for "medical purposes" to any member(s) of the service member's family (even if the employee's name is not on it), the ITO or ITA constitutes automatic certification of military status and Serious Injury or Illness for the period of time specified in the ITO or ITA for the employee to take leave on either a continuous or intermittent basis, and the City will not require further certification of those matters for the specified period of time. However, in this

circumstance, the City may still require proof of the covered family relationship between the employee and the service member. The ITO or ITA is in effect for the duration specified on it. If the employee wishes to request leave to care for a Covered Service Member beyond the period of time specified in an ITO or ITA, he/she must submit additional certification in accordance with Section 10.2 above.

(b) Documentation of Enrollment in Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers. As another alternative to the certification required, the City will accept as sufficient certification documentation of the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers, whether or not the employee is the named caregiver in the enrollment documentation. However, the City may still require proof of the covered family relationship between the employee and the service member. The City may also require proof of the service member's date of discharge and proof that the service member's discharge was other than dishonorable.

6. Authentication and Clarification. The City may seek authentication and clarification of a certification issued this Section, of an ITO or ITA, or of documentation of enrollment in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

7. Second and Third Opinions. No second or third opinions of the service member's Serious Illness or Injury will be sought from an Authorized Health Care Provider who meets the criterion set forth in this Section; however, the City may request a second or third opinion by an Authorized Health Provider who meets the criterion in 10.5. No second or third opinions will be sought regarding an ITO or ITA for the period of time specified in the ITO or ITA.

8. Recertification. No recertification of the service member's Serious Illness or Injury will be sought.

9. Administrative Delays in Issuance of Military Documents. When an employee is unable to submit required documentation within the timeframe required under Section 10.3, despite their diligent, good faith efforts to obtain such documents, the City will not delay or deny leave on the grounds of such administrative delay.

SEC. 10.5 EMPLOYEE RESPONSIBILITIES AND DUTY TO COOPERATE

1. Employees are expected to fully cooperate with the City in meeting the obligations and requirements set forth under this Policy, as well as those set forth in state and federal law. An employee's cooperation includes, but is not limited to, timely completion of all

requested forms and responding to all inquiries for additional information. Cooperation also requires that an employee respond to the City's inquiries for information to determine whether the employee is requesting leave under the FMLA, CFRA, and/or PDL. Employees are also required to consult with the City and make a reasonable effort to schedule foreseeable treatments so as to not unduly disrupt the City's operations. Employees on family care or medical leave must respond to the City's reasonable inquiries and keep the City updated as to the status of the employee's family care or medical leave.

2. Failure to cooperate with the City or failure to meet the employee's responsibilities may result in a delay in granting the employee's leave, a denial of leave, and/or a denial of the protections and benefits afforded by the FMLA, CFRA, and/or PDL. Employees who have questions about their responsibilities under this Policy should direct their inquiries to the Human Resources.

RULE 11. LAYOFF/SEPARATION/RETIREMENT

SEC. 11.1 ELIMINATION OF POSITIONS

Decreased public interest or changes in the City's operational or fiscal priorities may result in the elimination or curtailment of a public service activity which may therefore require the layoff of one or more employees.

SEC. 11.2 LAYOFF PROCEDURE

Whenever, in the judgment of the City, it becomes necessary, due to the lack of work, lack of funds, or other economic reason, or because the necessity for a position no longer exists, the City Council may lay off any employee from a position. The said layoff shall not be subject to appeal.

Employees laid off shall be given at least fourteen (14) calendar days' notice, and impacts bargaining with represented employee groups will occur as required by law.

Whenever there is a reduction in the work force, the City Manager shall first transfer the employee to a vacancy, if any, in any non-promotional position for which the laid-off employee is qualified. In order for the employee to retreat to a lesser position, the employee must request displacement action in writing, explaining the employee's qualifications, to the City Manager within five (5) working days of receipt of the layoff notice. Employees retreating to a lesser position shall be placed at the salary step representing the least loss of pay. In no case shall the salary be increased above that received in the position from which the employee was laid off.

Temporary, seasonal, and regular employees shall be laid off according to the needs of the service as determined by the City Manager.

In cases when there are two or more regular positions with the same job description from which the layoff is to be made, it shall be the City Manager's responsibility to consider the following criteria before making a discretionary determination regarding order of layoff:

A. Overall tenor of past evaluations (evaluations in the most recent sixty (60) days prior to layoff are excluded);

B. Seniority; and

C. Input from the affected department supervisor.

SEC. 11.3 RESIGNATIONS

Resigning employees shall be required to file a written resignation stating the effective date and reason(s) at least two (2) weeks prior to leaving the City's service, unless the time limit is waived by the City Manager. The effective resignation date should be the last day the employee actually worked. The resignation shall be forwarded to Human Resources.

SEC. 11.4 TERMINATIONS

The City Manager may terminate:

A. Employees at any time while they are on probation.

B. Employees in the exempt service at any time. This authority applies only to those exempt employees the City Manager has the authority to appoint.

C. Employees for disciplinary purposes in accordance with Rule 13, to the extent applicable.

SEC. 11.5 EXIT INTERVIEW

Any person leaving the City Service may be interviewed by the City Manager or designee. The purpose of the interview shall be to allow the City Manager to receive and give the employee an opportunity to provide their candid observations of the City employment in order to help improve personnel management and departmental functioning.

SEC. 11.6 BENEFITS AT SEPARATION

When an employee is separated for any reason, all benefits shall end as of the date of termination, with the exception of the employee's health benefits, which may continue through the end of the month in accordance with the rules of the applicable health benefits provider. Any accrued and unused vacation shall be paid out at separation. In the event an employee has received any advance of vacation and used more than the employee accrued prior to their separation date, the amount of the un-accrued but used vacation shall be deducted from the employee's final compensation, except as otherwise required by law.

RULE 12. OUTSIDE EMPLOYMENT/POLITICAL ACTIVITIES/CONTRACTS AND CONFLICTS OF INTEREST/CODE OF ETHICS

SEC. 12.1 OUTSIDE EMPLOYMENT

During the employees' work day, they are expected to devote full attention to their prescribed duties. Outside of their working hours, employees may engage in outside employment, enterprise or activity (collectively "outside employment') under the following circumstances only:

1. They notify the Department Director prior to beginning outside employment, providing sufficient information for the Department Director to determine whether the outside employment is consistent with this Rule.

2. The Department Director shall assess whether any of the following factors are involved in the proposed outside employment:

   (a) Receipt or acceptance by the employee of any money or other consideration from anyone other than the City for the performance of an act which the employee, if not performing such act, would be required or expected to render in the regular course or hours of employee's City employment as a part of employee's duties as a City employee; or

   (b) Performance of an act in other than the employee's capacity as a City employee which act may later be directly or indirectly subject to the control, inspection, review, audit, or enforcement by such employee or the department by which the employee is employed; or

   (c) Conditions or factors which are likely to directly or indirectly lessen the efficiency of the employee in the employee's regular City employment, or conditions in which there is a substantial danger of injury or illness to the employee; or

   (d) Use of City time, facilities, equipment, and supplies, prestige, influence, or confidential information of the employee's City office or employment for private gain or advantage; or

   (e) Solicitation of future employment with any person or business entities doing business with the City over which the employee has some control or influence in employee's official capacity at the time of the transaction.

3. The Department Director will approve proposed outside employment that they determine does not:

(a) conflict with or is not incompatible or inconsistent with the employee's City responsibilities, including performance of overtime and emergency duties and any other aspect of City operations;

(b) lessen the effectiveness of the employee; and

(c) create a conflict of interest.

4. The Department Director shall advise the employee in writing as to whether the outside employment is approved or prohibited.

5. An employee may submit a written appeal to the City Manager within fourteen (14) days from the employee's receipt of the Department Director's written determination that a proposed outside employment is prohibited. The written appeal shall specify the grounds on which the employee challenges the Department Director's determination and shall include an attachment with all relevant documentary evidence for the appeal. The City Manager shall issue a written decision to the employee within fourteen (14) days from the date of the meeting. The decision of the City Manager shall be final.

An employee with approved outside employment must notify the Department Director within one (1) working day regarding any changes to the terms or conditions of the outside employment that may have a potential adverse effect on the application of one or more of the factors under Section 12.1.

Employees shall be subject to disciplinary action pursuant to Rule 13 for violation of this Rule, including, but not limited to, failure to disclose outside employment, failure to provide timely updates regarding changes to outside employment, and intentional inclusion of material mis-statements or exclusion of material information in the employee's description of the outside employment.

SEC. 12.2 POLITICAL ACTIVITIES

Employees may not solicit political funds or contributions from other employees while on duty or on City property, nor may any employee participate in political activities while on duty or while in any uniform which would represent the City.

SEC. 12.3 CONTRACTS AND CONFLICTS OF INTEREST

No City employee can be financially interested in any contract made by them in their official capacity, or by anybody or board of which they are a member. All employees of the City are required to adhere to applicable local, state, and federal conflict of interest requirements and prohibitions, including but not limited to the provisions of Article 4 of Title 1, Division 4, Chapter 1 of the Government Code.

SEC. 12.4 CODE OF ETHICS

Employees of the City at all levels are guardians of public trust. Employees are required to be impartial and responsible in the fulfillment of their duties. The citizens and customers of St. Helena expect and must receive the highest standard of ethics from all those in public service, regardless of personal consideration.

1. Responsibilities of Public Service

All employees shall uphold the Constitution of the United States, the Constitution of the State of California, and to comply with Federal, State, and Local laws and City Policies. Recognizing the special responsibilities of serving the City and its citizens and customers, employees are required to maintain the highest standards of integrity and honesty, and they are expected to treat all members of the public and fellow City employees with respect, courtesy, concern, and responsiveness. The conduct of employees in both their official and private affairs should be above reproach to assure that their City position is not used for personal gain.

In addition, all employees shall comply with all applicable provisions of California law governing public employees and officials, particularly the California Political Reform Act and its provisions on gifts and conflicts of interest.

2. Use of Confidential Information

City employees shall not use confidential information acquired by or available to them in the course of their employment with the City for personal gain or for personable, non-City business related reasons.

3. Use of City Employment and Facilities for Personal Gain

All employees shall not engage in any activity which results in any of the following:

(a) Use of time, facilities, equipment, supplies, funds, or other resources of the City for the private advantage or gain for oneself or another or for campaign related political activities;

(b) Use or attempt to use their position to secure unwarranted privileges or exemptions for themselves or others;

(c) Disclosure or use of official information that is not available to the general public for private advantage or gain for oneself or another; and/or

(d) Use of the authority of their position with the City to discourage, restrain, or interfere with any person who chooses to report potential violations of any law or regulation.

No employee shall directly or indirectly accept:

(a) Private advantage, remuneration, or reward for oneself or another as a result of the prestige or influence of the City office, employment, or appointment;

(b) Financial consideration from any source other than the City for the performance of their official duties, except for stipends received as representatives on boards, commissions or committees at a local, regional, or state level.

No employee shall give special treatment or consideration to any individual or group beyond that available to any other individual or group.

No employee shall discriminate against or harass a citizen or co-worker on the basis of race, religious creed, color, national origin, ancestry, sex, age, physical or mental disability, medical condition, sexual orientation, marital status, gender identity, gender expression, genetic characteristics or information, military and veteran status, and/or any other category protected by federal and/or state law.

All employees shall conduct themselves in a courteous and respectful manner at all times during the performance of their duties.

4. Reporting of Improper Activities

The City has a responsibility to conduct its affairs ethically and in compliance with the law. City employees and persons in City service are expected and encouraged to promptly raise questions and concerns regarding possible violations of City policy or local, State, or Federal law with their immediate supervisor or another management employee within the employee's department. Employees may also contact the City Manager or Human Resources.

5. Enforcement.

In addition to any other penalty as provided by law, any employee found to be in violation of the Code of Ethics shall be subjected to appropriate disciplinary action, up to an including, employment termination.

RULE 13. DISCIPLINARY ACTIONS

SEC. 13.1 CAUSES

A. Disciplinary measures may be taken for any good and sufficient cause. The extent of the Disciplinary Action taken shall be commensurate with the offense provided that the prior employment history of the employee may also be considered pertinent. Cause may include, but is not limited to, the following:

1. Violation of City Personnel Rules, ordinances, regulations, rules, and/or administrative policies and procedures; or of standards established under California or federal law;

2. Failure to maintain job performance standards or to properly perform assigned duties;

3. Theft of, harm to, or waste of City property or the personal property of another;

4. Lack of workplace and job-related cooperation;

5. Insubordination;

6. Dishonesty;

7. Conviction of a felony, or conviction of a misdemeanor relating to the employee's fitness to perform assigned duties;

8. Unauthorized absence from employment or excessive absenteeism;

9. Tardiness;

10. Failure to maintain satisfactory working relationships with other employees or the public;

11. Reporting for work, or being at work, under the influence of or in possession of alcohol, or non-prescribed controlled substances;

12. Assault, battery, or fighting while on duty or under the guise of office;

13. Gambling on City property or during working hours;

14. Sleeping on the job or leaving the job without authorization;

15. Improper use of City funds;

16. Acceptance of bribes or extortion;

17. Unauthorized use of City property;

18. Falsification of records, including information provided on an application for employment or on time sheets;

19. Failure to properly care for City property;

20. Acceptance of any gift, (other than as provided for by written City policy) reward or other form of compensation in addition to compensation for performance of official duties;

21. Carelessness or negligence;

22. Misuse or failure to maintain any employment qualification;

23. Discourteous treatment of the public or fellow employees;

24. Disorderly conduct or horseplay;

25. Failure to comply with safety standards;

26. Interfering with the work performance of others;

27. Abuse of leaves of absence, including sick leave; and/or

28. Other failure of good behavior either during or outside of employment such that the employee's conduct causes discredit to the City.

B. Reduction in Pay. Reductions in pay which are part of a general plan to reduce salaries and wages as an economy measure are not disciplinary measures and do not trigger any rights of appeal under this Rule.

SEC. 13.2 AUTHORITY FOR DISCIPLINARY ACTIONS

Department Directors and/or the City Manager shall have authority to take Disciplinary Action.

Temporary or part-time employees may be discharged by the Department Head. A full-time employee may be discharged only by the City Manager. Department Heads may be discharged only by the City Manager, with the exception of the Fire Chief as provided in the Municipal Code.

Human Resources shall be notified of any contemplated Disciplinary Action prior to the time it is taken, provided that in emergency situations or other instances when prior notification is not practicable, Human Resources may be notified as soon as possible subsequent to the time the action is taken.

SEC. 13.3 TYPES OF DISCIPLINARY ACTION

A. Lesser Disciplinary Action.

1. Oral Reprimand. Oral reprimand as a Disciplinary Action means the employee is informed of their poor performance verbally by their supervisor. The employee shall have no right to prior notice and no right of appeal.

2. Written Reprimand. Written reprimand as a Disciplinary Action means an official notification of the employee that there is cause for dissatisfaction with their services and that further disciplinary measures may be taken if said cause is not corrected. Reprimand notices shall be made a part of the employee's official personnel record and may be considered as pertinent evidence or information in any appeal hearing. The employee shall have no right to prior notice and no right of appeal, but shall have a right to attach a

response that will be included with the reprimand in the personnel file.

3. Suspension Without Pay For Less Than Five (5) Working Days. Suspension without pay shall be a temporary separation from City service. Prior to the imposition of the suspension without pay, employees shall be provided with a Notice of Disciplinary Action which sets forth the effective date and specific reasons for the suspension without pay. The Notice of Disciplinary Action shall also include copies of all written materials supporting the suspension without pay. The employee's right of appeal is limited to the Complaint Procedure in Section 13.4.

4. Reduction In Pay. Reduction for a time period equivalent to less than a five (5) working day suspension. Reduction in step within range as a disciplinary measure is the withdrawal of increments granted for merit, efficiency and length of service. The maximum reduction in pay that may be given for any one Disciplinary Action shall be two (2) steps within the range for that class. Reduction in pay shall become effective on the first of the month following the effective date of the Disciplinary Action. Prior to the imposition of the reduction in pay, employees shall be provided with a Notice of Disciplinary Action which sets forth the effective date and specific reasons for the reduction in pay. The Notice of Disciplinary Action shall also include copies of all written materials supporting the reduction in pay. The employee's right of appeal is limited to the Complaint Procedure in Section 13.4.

B. Serious Disciplinary Actions. Serious Disciplinary Actions require due process as set forth in Rule 13.4. Serious Disciplinary Actions include the following:

1. Reduction in range equivalent to a five (5) or more working day suspension without pay.

2. Suspension without pay for five (5) or more working days, but not more than thirty (30) working days. Suspension without pay shall be a temporary separation from City service.

3. Demotion without consent as Disciplinary Action, shall be a reduction in classification or rank, with reduction in salary.

4. Dismissal means the discharge of an employee from the City service on the initiative of the employee's supervisor. Such termination of employment shall be permanent.

SEC. 13.4 PROCEDURES FOR SERIOUS DISCIPLINARY ACTIONS

A. Notice of Proposed Disciplinary Action. In instances of serious Disciplinary Actions as defined in Section 13.3, employees shall receive a written notice of proposed Disciplinary Action.

1. The notice of proposed Disciplinary Action shall state the proposed Disciplinary Action and the effective date and specific reasons for the proposed Disciplinary Action.

2. The notice of proposed Disciplinary Action shall include copies of all written materials supporting the proposed action.

3. The notice of proposed Disciplinary Action shall inform the employee of their right to respond, either orally or in writing, to the City Manager, as appropriate, within five (5) working days of the date of the notice of proposed Disciplinary Action if it was personally delivered, or within seven (7) working days of the date of the notice of proposed Disciplinary Action if it was delivered by United States mail. If the employee requests to respond orally to the notice of the proposed Disciplinary Action, the City Manager, as appropriate, shall schedule a meeting as soon as possible.

B. Notice of Decision. After review of the employee's timely written response, if any, or following the conclusion of the meeting, the City Manager shall issue and deliver to the employee a Notice of Decision which shall be a written statement of the decision to uphold, modify, or reject the proposed Disciplinary Action. Such action to be taken may not include discipline more severe than that described in the notice of proposed Disciplinary Action. Absent an agreed extension of time, the Notice of Decision shall be served within seven (7) working days after the receipt of the written response or the conclusion of the meeting, whichever is later.

C. Disciplinary Appeal Hearing.

1. Right to a Disciplinary Appeal Hearing. Any employee who has received a Notice of Decision imposing serious Disciplinary Action shall be entitled to request an evidentiary appeal of the imposition of discipline.

2. Requesting a Disciplinary Appeal. An employee wishing to appeal the imposition of a serious Disciplinary Action shall initiate the appeal by filing a written request with the City Manager within five (5) working days of the date of the Notice of Discipline if it was personally delivered, or within seven (7) working days of the date of the notice of imposition of discipline if it was delivered by United States mail. The request shall be addressed to the City Manager, and shall identify the subject matter of the appeal, the grounds for

the appeal, and the relief desired by the employee. All disciplinary appeal hearings shall be conducted in private unless the employee requests a public hearing.

3. Scheduling the Disciplinary Appeal Hearing with the City Council. The City Manager shall schedule the disciplinary appeal hearing to take place at the closed personnel session at the next regular meeting of the City Council, if so desired, the City Council may meet earlier by calling a special meeting.

4. Representation and Employee Appearance at Disciplinary Appeal Hearing. The employee is entitled to be represented by counsel or other representative at the disciplinary appeal hearing. However, an employee who requests a disciplinary appeal hearing must be present during the disciplinary appeals hearing. Failure to be present shall constitute a waiver of the employee's right to an appeal. Waiver will not occur if the employee can demonstrate good cause for their failure to be present within three (3) working days from the date the employee fails to appear.

D. Conduct of Disciplinary Appeal Hearings. The City Council, at its sole discretion may elect to have a neutral hearing officer conduct the appeal hearing. The proceedings before the City Council or hearing officer, as applicable shall be conducted as follows:

1. All parties shall have the following rights:

   (a) To call and examine witnesses under oath;

   (b) To introduce exhibits;

   (c) To cross examine opposing witnesses on any matter relevant to the issue, even if the matter is not covered in the direct examination;

   (d) To impeach any witness regardless of which party first called them to testify;

   (e) To rebut the evidence against them; and

   (f) To present oral and written arguments

2. The City shall have the burden of proof, and the burden shall be by the preponderance of the evidence.

3. The hearing shall not be conducted in accordance with the technical rules relating to evidence and witnesses, but shall be conducted in a manner most conducive to the determination of the truth. Any relevant evidence may be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of

serious affairs, regardless of the existence of any common law or statutory rules which might make improper admission of such evidence over objection in a court of law. The City Council's decision shall not be invalided by any informality in the proceedings.

4. Hearsay evidence may be used for the purpose of explaining any direct evidence but shall not be sufficient in and of itself to support a finding unless it would be admissible over objections in civil actions.

5. The City Council or hearing officer shall not take testimony from one (1) party outside the presence of the other.

6. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions.

7. Irrelevant evidence and unduly repetitious evidence shall be excluded.

8. The City Council or hearing officer shall determine the relevancy, weight, and credibility of testimony and evidence.

9. The City Council or hearing officer shall have the power to exclude any witnesses.

E. Issuance of Decision.

Within thirty (30) days after the close of the hearing (which shall not occur prior to completion of a reporter's transcript, if requested by either party), a written statement of decision, containing findings of fact and conclusions of law, shall be issued by the City Council or hearing officer. If the hearing is conducted by a hearing officer, the hearing officer's decision shall be advisory to the City Council, and the City Council shall have the discretion to accept or reject the hearing officer's decision. The City Council shall have the authority to affirm, revoke, or reduce the Disciplinary Action imposed against the employee. The City Council may not provide for discipline more stringent that than that imposed by the City Manager.

If the City Council declines to accept the findings and conclusions made by the hearing officer, the City Council must review the record or provide for an additional opportunity to be heard, after which it may adopt the findings and conclusions made by the hearing officer, or adopt its own findings and conclusions.

The City Council's decision constitutes a final resolution of any Disciplinary Action and no further appeal shall be permitted within the City's administrative process. A copy of the City Council decision shall be provided to the employee and shall be made public at the next public session of the City Council.

Notwithstanding the above, the City Council shall not have binding authority to add, modify, or subtract from the Personnel Rules, or any resolutions, ordinances, or policies adopted by the City. Further, the City Council shall not have the authority or power to

render a binding decision that requires the City to expend additional funds, to hire additional personnel, to buy additional equipment or supplies, or to pay wages or benefits not specifically provided for in the Personnel Rules, or any resolutions, ordinances, or policies adopted by the City. The City Council shall not have the authority to require the City to perform any other action that would violate state or federal laws.

F. Judicial Review.

An employee may seek judicial review of the final decision by the City Council in accordance with Section 1094.5 of the California Code of Civil Procedure by filing a petition for a writ of mandate. Section 1094.5 of the Code of Civil Procedure requires that the petition writ of mandate must be filed not later than the ninetieth (90th) day following the date on which the City Council's decision becomes final.

SEC. 13.5 ADMINISTRATIVE LEAVE WITH PAY

An employee may be placed on an Administrative Leave with Pay temporarily to allow the City time to fully investigate the facts of an alleged violation, while the Disciplinary Action is in process, or when the City Manager or Administrative Services Director determine that it is in the best interests of the City.

The employee on Administrative Leave with Pay must be reasonably available by telephone during their normal working hours (subject to adjustment, as provided below) and able to report to the City within sixty (60) minutes if directed to do so. An employee's normal working hours may be altered while on Administrative Leave with Pay to correspond with the City's typical business hours. When an employee is placed on Administrative Leave with Pay during this investigation, the employee may be directed not to discuss the alleged violation or the Disciplinary Action with anyone, except a legal or employee association representative of their choice. Failure to remain reasonably reachable by telephone or to report to the City within sixty (60) minutes of being directed to do so shall be considered insubordination, and could result in additional Disciplinary Action. The employee shall be informed that communicating with others, except a legal or employee association representative of their choice, about a pending investigation constitutes insubordination and is a separate and independent ground for discipline.

SEC. 13.6 TIME EXTENSIONS

Any time limitations or requirements as set forth under this Rule may be extended or changed by mutual written agreement of the parties.

SEC. 13.7 DELIVERY OF NOTICES

When notice is required under this Rule, the notice shall be given to the affected employee either by delivery of the notice to the employee in person; or if the employee is not available for personal delivery, by placing the notice in the United States mail, first Class, postage paid, and by traceable overnight delivery service (FedEx or equivalent) in an envelope addressed to the employee's last known home address. It shall be the

responsibility of the employee to inform the City, in writing, of their current home address and of any change in such address, and the information so provided shall constitute the employee's "last known home address". Such personal delivery or mailing shall be presumed to provide actual notice to the affected employee.

RULE 14. GRIEVANCE AND COMPLAINT PROCEDURE

SEC. 14.1 ESTABLISHMENT

These procedures are established in order to provide adequate opportunities for employees to bring forth their views relating to any unfair or improper aspect of their employment situation and to seek correction.

SEC. 14.2 SCOPE OF PROCEDURES

The procedures set forth in this Rule shall apply to all employee complaints and grievances, as defined herein, except where other methods have been specifically prescribed in these Rules, such as in the matters of dismissal, demotion and reduction, or in an applicable memorandum of understanding between the City and an exclusive representative of a unit or unit of employees.

SEC. 14.3 DEFINITIONS

A. Complaint. An allegation or charge that the complaining employee has suffered a wrong as a result of management action or inaction.

B. Complaint Procedure. The process by which a determination is made as to whether or not a wrong has been committed. Complaints may not be filed over matters for which there is a separate appeal, which are subject to the grievance procedure, or which are expressly excluded from the grievance procedure pursuant to Section 14.3.

C. Grievance. An expressed claim by an employee that the City has violated, misinterpreted, or misapplied an obligation to the employee as such obligation is expressed and written in a resolution, memorandum of understanding, or these Rules. Specifically excluded from the grievance procedures are the following:

1. Performance evaluations;

2. Deferred merit salary increases;

3. All Disciplinary Actions;

4. Probationary dismissals upon original appointment or rejection from probation;

5. Policy decisions of the City Council, including but not limited to resolutions, ordinances and minutes orders;

6. Complaints under the jurisdictions of Workers' Compensation law or Occupational Injury law or the applicable procedures for such complaints;

7. Transfer to another Position in the same classification without a loss of pay; and

8. Matters for which there is a separate investigation procedure or appeal process, including, but not limited to, the harassment prevention policy and disciplinary action.

D. Grievance Procedure. The process by which the validity of a grievance is determined.

SEC. 14.4 COMPLAINT PROCEDURE

A. Step 1. The employee shall discuss any complaint with their immediate supervisor within ten (10) working days after the employee knew, should have reasonably known, of the circumstances which for the basis of the alleged complaint. Grievances not timely raised shall be deemed waived. The immediate supervisor is required to review every complaint and attempt to settle it as quickly and fairly as possible. The immediate supervisor shall issue a written decision to the employee within five (5) working days from the date of their meeting with the employee.

B. Step 2. If the action taken by their immediate supervisor is not satisfactory, the employee shall submit their complaint in writing to the City Manager within ten (10) working days of receipt of the immediate supervisor's written decision. The City Manager or designee shall meet and discuss the complaint with the employee within five (5) working days of their receipt of the complaint. The City Manager or designee shall have twenty (20) days from the date of their meeting with the employee to issue a decision. The decision of the City Manager or designee is final.

SEC. 14.5 GRIEVANCE PROCEDURE

A. Step 1. Responsibility of Employee / Informal Resolution. The employee shall inform, in writing, their immediate supervisor of their grievance and relevant facts within five (5) working days after the employee knew, or reasonably should have known, of the circumstances giving rise to the grievance. The immediate supervisor shall hold discussions and attempt to resolve the matter after the employees has presented their grievance. Within ten (10) working days of receiving the grievance, the immediate supervisor shall give the employee a written reply after the discussions. It is the intent of this informal meeting that at least one personal conference be held between the employee and their immediate supervisor.

B. Step 2 Department Head Review. If the grievance is not satisfactorily resolved in Step 1, the grievant must submit their grievance in writing to

the Department Head within ten (10) working days after receiving their immediate supervisor's response. The statement must include the following:

1. A concise statement of the grievance including specific reference to any law, policy, rule, regulation and/or instruction deemed to be violated, misapplied or misinterpreted;

2. A full explanation of the circumstances involved;

3. The decision rendered by the immediate supervisor at Step 1;

4. The specific remedy sought by the grievant.

The Department Head or their designee shall take such review and investigative action as they deem necessary and hold a meeting with the grievance. The Department Head or their designee shall inform the grievant of their decision in writing within ten (10) days after receiving the grievance.

C. Step 3 City Manager Review. If the grievance is not satisfactorily resolved in Step 2, the grievant must present their grievance in writing to the City Manager within ten (10) working days after receiving their Department Head's written decision. The statement must include the following:

1. A concise statement of the grievance including specific reference to any law, policy, rule, regulation and/or instruction deemed to be violated, misapplied or misinterpreted;

2. A full explanation of the circumstances involved;

3. The decision rendered by the department head at Step 2;

4. The specific remedy sought by the grievant. The City Manager or their designee shall take such review and investigative action as they deem necessary and inform the grievant of their decision in writing within ten (10) days after receiving the grievance. Prior to issuing the written decision, the City Manager shall schedule a meeting with the employee to discuss the matter. The City Manager's decision will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest. The decision of the City Manager or their designee is final. Time limits for appeal shall begin the day following receipt of written decision. Within the above time limits, either party may request a personal conference with the other.

SEC. 14.6 GENERAL PROVISIONS

A. No retribution or adverse employment action shall be taken against employees because of their use of the grievance or complaint procedures.

B. All documents, communications and records dealing with the processing of grievances and complaints shall be filed separately from personnel files.

C. Failure by the City at any step of this procedure to communicate the decision on the grievance or complaint within the specified time limits shall permit the grievant or complainant to proceed to the next step.

D. The grievant or complainant shall be present at all steps of the procedure.

E. Failure at any step of these procedures to appeal a decision on a grievance or complaint within specified time limits shall be deemed acceptance of the decision rendered by the employee.

F. The time limits specified at any step in this procedure may be extended by mutual written agreement of the City and grievant or complainant.

G. The original grievance or complaint shall accompany all requests for institution of the next step in the grievance or complaint procedure.

H. Communication with the grievant or complainant shall be processed by personal signed receipt of documents, or by email with a reply confirming receipt, or by traceable overnight delivery service (FedEx or equivalent).

RULE 15. POLICY AGAINST WORKPLACE VIOLENCE

SEC. 15.1 OBJECTIVES

The City is strongly committed to ensuring the safety of all employees. Consistent with this policy, acts or threats of violence, including intimidation, harassment, and/or coercion which involve or affect employees will not be tolerated, and will be subject to appropriate Disciplinary Action, up to and including termination. The following are the objectives of the City:

A. To ensure that all workplace threats and violent behavior are addressed promptly.

B. To ensure that the level of physical and facility security in City workplaces is sufficient to protect the health and safety of employees.

C. To ensure that all employees are appropriately trained in workplace security, diffusing hostile situations, and steps to take during an emergency incident.

D. To ensure that all Disciplinary Action taken for behavior prohibited under this Rule is reviewed, evaluated, and administered consistently and equitably throughout the City, and done so in a timely manner.

SEC. 15.2 THREATS OR ACTS OF VIOLENCE DEFINED

A credible threat of violence is a knowing and willful statement or course of conduct that would place a reasonable person in fear for their safety, or the safety of their immediate family, and that serves no legitimate purpose. General examples of prohibited workplace violence include, but are not limited to the following:

A. Threatening to harm or harming an individual or their family, friends, associates, or their property.

B. Fighting or challenging another individual to a fight.

C. Intimidation through direct or veiled verbal threats, or through physical threats, such as obscene gestures, grabbing, and pushing.

D. Making harassing or threatening telephone calls; sending harassing or threatening letters, emails, text messages, or other correspondence.

E. Intimidating or attempting to coerce an employee to do wrongful acts that would affect the business interests of the City.

F. Harassing surveillance or stalking, which is engaging in a pattern of conduct with the intent to follow, alarm, or harass another individual, which presents a credible threat to the individual and causes the individual to fear for their safety, or the safety of their immediate family, as defined in Civil Code section 1708.7.

G. Making a suggestion or otherwise intimating that an act to injure persons or property is appropriate behavior.

H. Possession of firearms (loaded or unloaded), weapons, or any other dangerous devices on City property. This includes “look-alike” weapons, such as toy guns. Weapons and dangerous devices may include, but are not limited to the following: blackjacks, slingshots, metal knuckles, explosive substances, dirks, daggers, gas- or spring-operated guns, knives having a blade longer than three and one-half (3½) inches, folding knives having a blade that locks into place, razor blades, and clubs.

I. Use of a personal or City-issued tool or other equipment in a threatening manner toward another.

SEC. 15.3 REPORTING WORKPLACE VIOLENCE

Any employee who is the victim of a threat or act of violence, or any employee who witnesses such conduct, should immediately report the incident to their supervisor or other appropriate person in the chain of command. Should the employee perceive that they are in immediate danger of a violent act, or has just been victimized by a violent act, or is a witness of a violent act or imminent violent act, the employee shall whenever possible:

A. Place themselves in a safe location.

B. If appropriate, call the Police Department or 911 and request immediate response of a police officer and be prepared to inform the police dispatcher of the circumstances and the exact location of where an officer is needed.

C. Inform Human Resources or the City Manager of the circumstances.

D. Complete a written report as soon as possible and submit the original copy to Human Resources.

E. Cooperate fully in any administrative or criminal investigation, which shall be conducted within existing policy and laws.

SEC. 15.4 REPORTING POTENTIAL FUTURE WORKPLACE VIOLENCE

Employees who have reason to believe they or any employee may be the subject of a violent act in the workplace or as a result of their City employment, should immediately notify Human Resources or the City Manager.

SEC. 15.5 VIOLATION OF RULE

The City's prohibition against threats and acts of violence applies to all persons in the City operation, including but not limited to City personnel, contract and temporary workers, customers, and anyone else on City property. Violations of this Rule by any individual may be followed by legal action as appropriate, which may include, but is not limited to, seeking a temporary restraining order and/or injunction on behalf of employees if the situation warrants such action. In additional to appropriate legal action, violations of this Rule by employees, including making a false report under this Rule, may lead to appropriate Disciplinary Action pursuant to Rule 13, up to and including termination.

RULE 16. POLICY AGAINST HARASSMENT, DISCRIMINATION, RETALIATION, AND ABUSIVE CONDUCT

SEC. 16.1 GENERAL POLICY

The City is committed to providing a work environment that is free of discrimination, harassment, and retaliation. In keeping with this commitment, the City maintains a strict policy prohibiting harassment, including sexual harassment and takes reasonable steps to promptly correct discriminatory, harassing, and retaliatory conduct. This policy prohibits harassment in any form, including verbal, physical and visual harassment by or against any employee, intern, volunteer, applicant for employment, or vendor, or guest. This policy applies to all of the City's activities, wages, reviews, leaves, training, benefits, and all other conditions and terms of employment.

As a general guideline, harassment can be avoided if employees act professionally and treat each other with respect.

SEC. 16.2 PURPOSE OF POLICY

Federal and state law expressly prohibit discrimination and harassment of employees or applicants based upon race, color, national origin, religious creed, ancestry, physical or mental disability, medical condition, pregnancy, childbirth or related medical condition, age (40 and over), sexual orientation, sex, gender, gender identity, gender expression, genetic information, military or veteran status, marital status, or any other basis protected by applicable state or federal law, including association with individuals with these protected characteristics or perception that an individual has one or more of these protected characteristics.

The purpose of this policy is to establish a means to protect employees, applicants for employment, or guests from harassment. Additionally, this policy enforces the City's long-standing policy that all employees, applicants for employment, and guests should be able to enjoy a work environment that is free from all forms of unlawful discrimination or harassment. Discrimination, harassment, and retaliation constitute misconduct that can decrease work productivity, decrease morale and cause emotional and physical damage. Incidents of discrimination, harassment, or retaliation can result in serious economic implications such as high turnover, ineffective use of time during working hours, costly salaries paid for nonproductive work hours, and employee absences due to hearings and meetings related to discrimination, harassment, and retaliation complaints.

The further purpose of this Policy is to define and forbid discriminatory, harassing, and retaliatory conduct, to prohibit the condoning or perpetuating of such conduct, and to provide an efficient means for reporting and resolving complaints of discrimination, harassment, or retaliation against any individual who reports discrimination, harassment, or retaliation or who participates in an investigation of such reports.

SEC. 16.3 DEFINITION OF TERMS

A. Employee. An employee refers to any individual under the direction and control of the City under any appointment or contract of hire or apprenticeship, express or implied, oral or written. For purposes of this Policy, the term “employee” includes any individual who is an unpaid intern or volunteer of the City. The inclusion of any individual, including but not limited to unpaid interns and volunteers, in the definition of “employee” for purposes of this policy should not be interpreted to affect the applicability of any other policy or procedure of the City.

B. Legally Protected Category/Legally Protected Characteristic. Race, color, national origin, religious creed, ancestry, physical or mental disability, medical condition, pregnancy, childbirth or related medical condition, age (40 and over), sexual orientation, sex, gender, gender identity, gender expression, genetic information, military or veteran status, marital status, or any other protected basis under state, federal or local law, including association with individuals with these protected characteristics or perception that an individual has one or more of these protected characteristics.

C. Discrimination. Discrimination is any action or conduct by which an employee is treated differently or less favorably than other employees similarly situated because the employee is a member of a Legally Protected Category or Characteristic. Examples of conduct that can constitute discrimination if based on an individual's Legally Protected Category or Characteristic include, but not limited to, the following:

1. Failing or refusing to hire an individual based on their Legally Protected Category or Characteristic.

2. Terminating an individual from employment based on their Legally Protected Category or Characteristic.

3. Singling out or targeting an individual for different or less favorable treatment because of their Legally Protected Category or Characteristic.

D. Harassment. Harassment is any verbal, visual, or physical conduct based on an employee's membership in a Legally Protected Category, the perception that an employee in a member of a Legally Protected Category, or the employee's association with individuals in a Legally Protected Category, or perception that an individual has one or more of these Legally Protected Categories, that creates an intimidating, hostile or otherwise offensive working environment. Such conduct constitutes harassment when:

1. Submission to the conduct is made either an explicit or implicit condition of employment, or an unpaid internship or volunteer program;

2. Submission to or rejection of the conduct is used as the basis for an employment decision; or any decision related to an unpaid internship or volunteer program;

3. The harassment unreasonably interferes with an employee's work performance by altering the work conditions so that a reasonable person may find it more difficult to do the job, or creates an intimidating, hostile, or offensive work environment.

Harassing conduct can take many forms and includes, but is not limited to, slurs, jokes, statements, gestures, pictures, computer images, or cartoons regarding an employee's Legally Protected Characteristic.

Harassment on the job is prohibited whether it involves co-worker harassment, harassment by a supervisor or manager, or harassment by third parties doing business with or for the City.

E. Sexual Harassment. Unwelcome sexual advances, requests for sexual favors, or visual, verbal, or physical conduct of a sexual nature all may

constitute sexual harassment when: (1) submission to such conduct is made a term or condition of employment; or (2) submission to or rejection of such conduct is used as basis for employment decisions affecting the individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an employee's work performance by altering the work conditions so that a reasonable person may find it more difficult to do the job, or creating an intimidating, hostile or offensive working environment.

This definition includes potential forms of offensive behavior, such as the following:

1. Unwanted sexual advances.

2. Visual conduct, such as leering, making sexual gestures, displaying of sexually explicit jokes, derogatory images, and comments about an employee's body or dress.

3. Verbal sexual advances or propositions.

4. Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, suggestive or obscene letters, notes, or invitations.

5. Physical conduct, such as touching, assault, impeding, or blocking movements.

6. Retaliation for reporting harassment or threatening to report harassment.

Sexual harassment includes many forms of offensive behavior and may include harassment of a person of the same or opposite sex as the harasser.

Sexual harassment need not be motivated by sexual desire. Sexual harassment on the job is prohibited whether it involves co-worker harassment, harassment by a supervisor or manager, harassment by a subordinate, or harassment by third parties doing business with or for the City.

F. Abusive Conduct. Conduct of an employer or employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests, even when not due to an employee's Legally Protected Category or Characteristic. It may include repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. Workplace bullying, including off-duty cyber-bullying of employees, is strictly prohibited. While abusive conduct and bullying are not per se unlawful, such conduct does violate City policy and will not be tolerated.

G. Retaliation. Taking adverse action against any employee because of (1) the employee's opposition to a practice the employee reasonably believes to constitute employment discrimination, harassment, retaliation, or abusive conduct or (2) because of the employee's participation in an employment discrimination, harassment, or retaliation investigation, proceeding, or hearing, or (3) because of such opposition or participation by a family member or close associate of the employee.

1. Protected Opposition. Protected opposition to perceived discrimination, harassment, retaliation, or abusive conduct includes, but is not limited to, threatening to file a discrimination, harassment, or retaliation complaint with any federal or state agency, or court, or complaining or protesting about alleged discrimination, harassment, retaliation, or abusive conduct to a supervisor, manager, co-worker, or other official. Protected opposition also includes a complaint or protest made on behalf of another employee or made by the employee's representative. The City also prohibits retaliation against somebody closely related to or associated with the employee exercising such rights. Opposition not made in good faith, or made in a manner which disrupts the workplace, or which constitutes an unlawful activity, or which includes badgering or threatening of employees or supervisors is not protected.

2. Protected Participation. Protected participation includes, but is not limited to, filing a charge, testifying, assisting, or participating in any manner in an investigation under this Policy, or in a proceeding, hearing or litigation under federal or state discrimination, harassment, or retaliation statutes, at other hearings regarding protected employee rights, such as unemployment compensation proceedings, and making requests for reasonable accommodation of a Legally Protected Characteristic.

3. Adverse Action. Adverse actions include, but are not limited to, the following acts: disciplinary actions, negative performance evaluations, undesirable transfer, undesirable assignments, negative comments, unwarranted criticism, actions that harm the employee outside the workplace, undesirable change in benefits, undesirable change in work schedule, unwarranted exclusion from meetings or events, or undesirable change in work duties.

H. Supervisor. Any individual having the authority to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to direct other employees, or to adjust their grievances, or to effectively recommend such action, if the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

Employees who have questions regarding these definitions or are uncertain what constitutes discrimination, harassment, sexual harassment, retaliation, or other

prohibited conduct under the City's policy should contact a supervisor, Human Resources, or the City Manager.

SEC. 16.4 REPORTING DISCRIMINATION, HARASSMENT, RETALIATION, OR ABUSIVE CONDUCT

A. In General. The City's complaint procedure provides for an immediate, thorough, impartial, and objective investigation of every discrimination, harassment, retaliation, and abusive conduct claim, appropriate disciplinary action against one found to have engaged in prohibited discrimination, harassment, retaliation, or abusive conduct, and appropriate remedies to any victim of discrimination, harassment, retaliation, or abusive conduct. The City encourages reporting of all perceived incidents of discrimination, harassment, retaliation, and abusive conduct.

B. Complaint Procedure

1. The City cannot resolve discrimination, harassment, retaliation, or abusive conduct unless the City is aware of the situation. The City relies upon its employees to bring those concerns to the attention of the City so that the necessary steps can be taken to correct the situation, and all employees are encouraged to do so. Accordingly, any employee, applicant, or guest who believes they have been harassed, discriminated or retaliated against or subjected to abusive conduct should promptly report the facts of the incident/incidents and the name(s) of the individual(s) involved to their immediate supervisor, any supervisor, Human Resources , or to the City Manager.

2. Complaints can be made verbally or in writing and should include the following information:

(a) The employee's name and position title.

(b) The name of the person or persons committing the discrimination, harassment, or retaliation, including their title(s).

(c) The specific nature of the discrimination, harassment, retaliation, or abusive conduct, how long it has been going on, and any adverse employment action, demotion, failure to promote, dismissal, refusal to hire, transfer, etc., taken against the victim as a result of the harassment, if applicable, or any other threats made against the victim as a result of the harassment.

(d) Witnesses to the discrimination, harassment, retaliation, or abusive conduct, if any.

(e) Whether the victim previously has reported such discrimination, harassment, retaliation, or abusive conduct and, if so, when and to whom.

Notification to the City is essential. Employees may be assured that they will not be penalized in any way for filing a good faith complaint of potential discrimination, harassment, retaliation, or abusive conduct.

ALL EMPLOYEES SHOULD NOTE THAT THE FAILURE TO USE THE CITY'S COMPLAINT PROCEDURE MAY HAVE AN ADVERSE EFFECT ON ANY CLAIM UNDER THIS POLICY IF SUCH CLAIMS ARE LITIGATED.

C. Reporting Obligations

1. Any supervisor who receives a complaint of discrimination, harassment, retaliation, or abusive conduct; witnesses discrimination, harassment, retaliation, or abusive conduct; or has any reason to believe that discrimination, harassment, retaliation, or abusive conduct may have occurred in the workplace is required to report the conduct immediately to the Human Resources Department or the City Manager.

2. A supervisor will be subject to discipline for failing to report offensive conduct that potentially constitutes discrimination, harassment, retaliation, or abusive conduct if the supervisor knew or should have known of the offensive conduct in the normal course and scope of their supervisory duties.

3. All other employees who observe or are advised about the discrimination, harassment, retaliation, or abusive conduct involving another employee are encouraged to report the conduct to a supervisor, Human Resources, or the City Manager.

D. The City's Response to Reports or Complaints.

1. Investigation of Complaints.

(a) All incidents of discrimination, harassment, retaliation, and abusive conduct that are reported must be investigated appropriately by the City so that corrective and preventive actions can be promptly taken if warranted. The City will promptly undertake or direct an effective, thorough, impartial, and objective investigation of the allegations, which will be conducted by qualified personnel.

(b) The investigation will include obtaining information from the accused and anyone who may have been a witness to the alleged misconduct. Statements made in the course of the investigation will be kept as confidential as practicable.

(c) The City will document each complaint and track each investigation to ensure reasonable progress, timely closure, and reasonable findings based on the evidence collected.

2. Intermediary Measures. Employees may be placed on a leave of absence, temporarily transferred or assigned other working hours or duties, or subject to other intermediary measures, until the conclusion of the investigation.

3. Cooperation with the Investigation.

(a) It is important for the complaining party, the accused party, and all persons interviewed as witnesses during the investigation to understand that it is a violation of this policy to discuss any confidential investigation matters with other employees, or to conduct separate investigations at any time. The City will not tolerate any employees who interfere with its own internal investigations, or internal complaint procedures.

(b) All employees involved in a workplace investigation into alleged discrimination, harassment, retaliation, or abusive conduct are required to fully and truthfully cooperate with the investigation. Failure to fully and truthfully cooperate with the investigation is grounds for disciplinary action, up to and including termination.

(c) All employees are prohibited from engaging in retaliation.

4. City Determination and Corrective Action.

(a) The City will make its determination based on the findings of the investigation and communicate that determination to the complaining employee, and to the accused. Parties are not entitled to copies of any notes or other written materials regarding the investigation, as these are considered to be confidential documents.

(b) If it is determined that the accused, or any other employee has violated City policies, appropriate corrective action will be taken. In addition, as part of the City's efforts to remedy the complaining employee's concerns, the complaining employee will be informed in general terms regarding any remedial measures and disciplinary actions imposed against the violator.

(c) In light of the City's desire to have a professional and productive work environment, the City reserves the right to take appropriate corrective action when an employee engages in inappropriate conduct that does not fully rise to the legal standards or definitions set forth in this Policy. For example, the City may take appropriate corrective action for inappropriate conduct, even if

such conduct was not subjectively unwelcome or offensive to another employee of the City, or did not involve a legally protected characteristic.

5. Anonymity and Confidentiality.

(a) While the City will investigate anonymous complaints, the City strongly discourages anonymous complaints.

EMPLOYEES CHOOSING TO FILE A COMPLAINT ANONYMOUSLY MUST BE AWARE THAT ANONYMITY IN THE COMPLAINT PROCEDURE MAY COMPROMISE THE CITY'S ABILITY TO COMPLETE A THOROUGH INVESTIGATION.

(b) Employees should also be aware that should the City learn of the identity of an anonymous complainant, the City cannot guarantee that their identity will remain confidential, if the City determines in its discretion that disclosure is necessary to complete the investigation.

(c) The City will take all reasonable steps available to maintain the confidentiality of all complaints of discrimination, harassment, retaliation, and abusive conduct, as well as all information gathered during an investigation. However, the City retains sole discretion to determine whether disclosure of information is necessary to complete the investigation.

(d) All employees involved in the investigation of discrimination, harassment, retaliation, or abusive conduct complaints as either investigator(s), complainant(s), witness(es), or accused are required to keep all information related to the investigation confidential except as may be needed to consult legal counsel or an association representative (if any). Revealing such information is grounds for disciplinary action, except as expressly permitted by law, such as in discussion with a legal or employee representative.

SEC. 16.5 EMPLOYEE'S DUTY TO DISCLOSE BENEFITS RECEIVED

Employees are hereby informed that no supervisor, manager, or officer of the City, or other person or entity doing business with the City, is authorized to expressly or impliedly condition the receipt or denial of any benefit, compensation, or other term or condition of employment on an employee's acquiescence to any sexual demand.

To the contrary, all employees are instructed that they must refuse such demands and report them promptly either to their immediate supervisor, Human Resources, or to the City Manager. Any employee who is found to have accepted any benefit from the City because they submitted to an unreported sexual demand will be disciplined appropriately, including but not limited to, reimbursement for the value of any benefits received. Any employee making such a demand will be similarly disciplined.

SEC. 16.6 ADDITIONAL ENFORCEMENT INFORMATION

In addition to the City's internal complaint procedure, employees should also be aware that the Equal Employment Opportunity Commission ("EEOC") and the Department of Fair Employment and Housing ("DFEH") investigate and prosecute complaints of discrimination, harassment, and/or retaliation in employment.

Employees can contact the EEOC as follows:

San Francisco City Office
450 Golden Gate Avenue
5 West P.O. Box 36025
San Francisco, CA 94102-3661
800-669-4000 | 510-735-8909 (TTY)
www.eeoc.gov

San Jose Local Office
96 N. Third St., Suite 250
San Jose, CA 95112
800-669-4000 | 800-669-6820 (TTY)
www.eeoc.gov

Employees can contact the DFEH as follows:

Bay Area Regional Office
39141 Civic Center Drive, Suite 250
Fremont, CA 94538
800-884-1684 | 800-700-2320 (TTY)
www.dfeh.ca.gov

SEC. 16.7 TRAINING AND POLICY DISSEMINATION

A. All employees who are hired by the City will be given a copy of this Policy, and will receive guidance from the City on its provisions and the City's commitment to provide a workplace free from discrimination, harassment, and retaliation.

B. All employees will be trained in accordance with applicable requirements of the Fair Employment and Housing Act (Government Code § 12950.1) and implementing regulations.

Non-Supervisory Employees: Non-Supervisory employees will receive training lasting for a minimum of one (1) hour, within six (6) months of their assumption of a position, and will be trained once every two (2) years on matters relating to the prevention, reporting and correction of harassment, discrimination and retaliation. Seasonal and temporary employees may receive the above one-hour training if they are directly hired by the City.

Supervisory Employees:

1. All supervisory employees will be trained once every two (2) years on matters relating to the prevention, reporting, and investigation of harassment, discrimination, and retaliation. Further, individuals appointed to supervisory positions from a non-supervisory position

or as a new employee shall receive training within six (6) months of their hiring or assumption of the supervisory position.

2. Supervisory training will last for a minimum of two (2) hours.

3. Supervisory training will be conducted in a classroom or other interactive setting and will, at a minimum, cover the following topics:

(a) Information and practical guidance regarding federal and state statutory laws about sexual harassment;

(b) Information about the correction of sexual harassment and the remedies available to victims of sexual harassment; and

(c) Practical examples aimed at instructing supervisors in the prevention of harassment, discrimination, and retaliation;

(d) Information and practical guidance regarding the prevention of abusive conduct, which is defined as follows: conduct of an employer or employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct may include, but is not limited to, repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance.

RULE 17. DRUG FREE WORKPLACE

SEC. 17.1 PURPOSE

It is the City's goal to create a healthy and safe working environment in order to deliver the best and most efficient services to the members of the City. It is the responsibility of all employees of the City to cooperate in efforts to protect the life, personal safety, and property of co-workers and members.

Substance abuse has been found to be a contributing factor to absenteeism, substandard performance, increased potential for accidents, poor morale, and impaired public relations. It is the goal of this policy to prevent substance abuse, including alcohol abuse, in the workplace by clearly stating employee responsibilities relative to substance abuse and by providing managers and supervisors with guidelines and procedures for the detection of such abuse and the enforcement of related rules. Accordingly, employees must take all reasonable steps to abide by and cooperate in the implementation and enforcement of these policies and regulations.

The City encourages employees who believe that they may have a drug or alcohol problem to voluntarily seek counseling, assistance, and/or rehabilitation, and will be supportive of those employees who voluntarily seek help before the City discovers that

the employee has a drug or alcohol problem. Employees who think they may have an alcohol or drug usage problem are urged to voluntarily seek confidential assistance through the City's Employee Assistance Program (E.A.P.) However, the City will be equally firm in identifying and disciplining those employees who are substance abusers and do not seek help before performance issues arise or other misconduct occurs.

Alcohol and/or drug abuse will not be tolerated on or off the job for any employee, and disciplinary action, up to and including termination, will be used as necessary to achieve the goal of eliminating substance abuse in the workplace.

As required by the Drug-Free Workplace Act of 1988, this policy provides guidelines for the detection and deterrence of alcohol and drug abuse. It also outlines the responsibilities of City Manager and employees. To that end, the City will act to eliminate any substance abuse (alcohol, illegal drugs, prescription drugs or any other substance which could impair an employee's ability to safely and effectively perform the functions of the particular job) that increases the potential for accidents, absenteeism, substandard performance, poor employee morale or damage to the City's reputation. All employees and applicants should be aware that violations of this policy may result in discipline, up to and including termination, or in not being hired.

SEC. 17.2 APPLICABILITY

This policy applies to all employees of and to all applicants for positions with the City. This policy applies to alcohol and to all substances, drugs, or medications, legal or illegal that could impair an employee's or officer's ability to effectively and safely perform the functions of the job.

Certain City employees are also subject to the Omnibus Transportation Employee Testing Act of 1991 (Pub. L. No. 102-143, 105 Stat. 952, as amended), which requires alcohol and drug testing of safety-sensitive transportation employees who are required to have a commercial driver's license (49 CFR Parts 40, 382, 391, 392, and 395, as amended). Employees who are required to have commercial driver's licenses are covered by this Policy, except to the extent that it conflicts with any other District policy or state or federal law governing drug testing of employees required to possess a commercial driver's license.

SEC. 17.3 RESPONSIBILITY

It is the responsibility of all employees to understand and abide by the provisions of this policy. It is the responsibility of managers and supervisors to ensure that all employees and officers abide by the provisions of this policy.

SEC. 17.4 DEFINITIONS

A. Alcohol or Alcoholic Beverage. Any liquid containing ethyl alcohol (ethanol) and/or any beverage that has alcoholic content in excess of 5% by volume.

B. Applicant. Any person applying for employment with the City who has been extended a conditional offer of employment.

C. Controlled Substance. Any drug that is classified by the federal Drug Enforcement Administration into the five schedules or classes on the basis of their potential for abuse, accepted use, and accepted safety under medical supervision. Examples of controlled substances include, but are not limited to, marijuana/cannabis metabolites, cocaine metabolites, opiate metabolites, amphetamines, and phencyclidine (PCP).

D. Drug(s). Any substance (other than alcohol) or metabolite capable of altering the mood, sensory perception, cognitive abilities, motor skills, reaction time, rationality or judgment of the individual in whose body it is present. The term "drug" refers to both Legal and/or illegal drugs, as defined herein.

E. Drug Paraphernalia. Any device or instrument used for injecting, smoking, consuming, or otherwise administering a controlled substance or legal and/or illegal drug, which includes, but is not limited to, the items set forth in California Health and Safety Code Section 11364.

F. Human Resources Division. The City's Administrative Services Director or their designee.

G. Prescription Drug. Any substance lawfully prescribed by a licensed or regulated professional for consumption or use.

H. Illegal Drug. A controlled substance, a legal drug which has not been legally obtained, or a legal drug which was legally obtained, but that is being sold or distributed unlawfully.

I. Legal Drug. Any drug, including any prescription drug or over the counter drug, that has been legally obtained and that is not unlawfully sold or distributed.

J. Impaired. Diminished capacity, ability, mental acuity, or performance.

K. Intoxicant. Any substance (including alcohol and/or alcoholic beverages) or metabolite capable of altering the mood, sensory perception, cognitive abilities, motor skills, reaction time, rationality or judgment of the individual in whose body it is present.

L. Reasonable Suspicion. A belief based upon objective facts sufficient to lead a reasonably prudent person to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform their job safely is reduced. For example, any of the following, alone or in combination, may constitute reasonable suspicion:

1. Slurred speech;

2. Alcohol odor on breath, or other observed odor from an employee that is customarily associated with drug or alcohol use;

3. Unsteady walking and movement;

4. Physical impairment (e.g., glassy eyes, eye dilation, shaking, or erratic movement);

5. An accident involving damage to City property or personal injury;

6. Physical altercation;

7. Verbal altercation;

8. Unusual behavior;

9. Job impairment;

10. Possession of alcohol or drugs; or

11. Information obtained from a reliable source with personal knowledge.

M. City Manager. The City Manager or their designee.

N. Under the Influence of Drugs or Alcohol. The use of (1) any alcoholic beverage; (2) any illegal drug or substance, or (3) the use or misuse of any legal drug, in a manner and to a degree that impairs the employee's work performance or ability to use the City's property or equipment safely.

SEC. 17.5 POLICY

A. Employee Responsibilities. An employee must:

1. Sign and submit to their immediate supervisor or the Administrative Services Director the Acknowledgement of Receipt of Drug-Free Workplace Policy, noting specifically that the employee has read, understood, and agreed to abide by the provisions of this policy as a condition of continued employment.

2. Not report to work or be subject to duty (on standby) while under the influence of alcohol and/or any alcoholic beverages. Employees shall not consume, use, possess, or be under the influence of alcohol and/or alcoholic beverages while on the City premises, on the City property, or in a City vehicle or at any time while on duty, during meal or rest periods, while on-call, while on stand-by or while wearing a City uniform.

3. Not report to work or be subject to duty while under the influence of drugs whenever the use of the legal drug might do any of the following:

   (a) Endanger the safety of the employee or another person;

   (b) Pose a risk of significant damage to the City's property or equipment; or

   (c) Substantially interfere with the employee's job performance or the safe or efficient operation of the City's business or equipment.

   (d) Also, employees shall not consume, use, possess, or be under the influence of any illegal drugs or intoxicants while on City premises, on City property, or in a City vehicle or at any time while on duty, during meal or rest periods, while on stand-by or while wearing a District uniform.

4. Notify their supervisor, Department Head and/or the Administrative Services Director, before beginning work, when taking any medication or legal drugs, prescription or non-prescription, which may interfere with the safe and effective performance of duties or operation of City equipment. An employee who is unsure if a drug might impair their ability to perform the job properly and safely must advise their supervisor or Department Head of the potential concern before beginning work. In doing so, employees are not required to disclose the name of a medication or the medical reason for taking the drug, but may instead focus on the potential for impairment in relation to assigned job duties.

5. Not manufacture, possess, use, trade, offer to sell, sell, or buy drugs or alcohol during working hours or while subject to duty (on stand by), on breaks, during meal periods, or anytime while on the City's property or wearing a City-issued uniform. This policy is not intended to prevent an employee from lawful possession, purchase or use of prescribed and/or over the counter drugs that do not impair the employee's work performance or ability to use the City's property or equipment safely.

6. Not store in a locker, desk, automobile, or other repository on the City's property, any alcohol or illegal drug. This policy is not intended to prevent an employee from possessing alcoholic beverages in sealed containers in their personal vehicle. Nor is this policy intended to prevent presentation of alcohol as a gift.

7. Not directly or through a third party sell or provide drugs or alcohol to any person, including any employee, while either employee or both employees are on duty or subject to duty. This policy is not

intended to prevent an employee from possessing alcoholic beverages in sealed containers in their personal vehicle. Nor is this policy intended to prevent presentation of alcohol as a gift, where otherwise permitted.

8. Submit to an alcohol and/or drug test when requested to do so by the employee's Department Head in accordance with the guidelines set forth in this policy.

9. Provide, within 24 hours of a request, bona fide verification of a current, valid prescription for any potentially impairing drug or medication identified when a drug test is positive. The prescription must be in the employee's name.

10. File an "Employee Report of Conviction for Violating Criminal Drug Statutes in The Workplace" form with Human Resources within five (5) days of such conviction.

B. City Responsibilities.

1. The City Manager, in consultation with Human Resources, is responsible for reasonable enforcement of this policy.

2. The City Manager or supervisor, after consulting with Human Resources, may request that an employee submit to a drug and/or alcohol test in accordance with the guidelines set forth in this policy.

3. Whenever an employee refuses an order to submit to a drug or alcohol test upon appropriate request, the employee will be reminded of the requirements of this policy and the disciplinary consequences for their refusal. Such refusal may be considered insubordination and grounds for disciplinary action up to and including termination.

4. Where there is reasonable suspicion that an employee is under the influence of drugs or alcohol, the employee will be detained for a reasonable time until the employee can be safely transported home at the employee's own cost.

5. Employees must not physically search the person of another employee, nor may they search the personal possessions of another employee without that employee's consent in the presence of the City Manager or the Administrative Services Director.

6. Supervisors must notify Human Resources when they have reasonable suspicion to believe that an employee may have illegal drugs in their possession or in an area not jointly or fully controlled by the City. If Human Resources concurs that there is reasonable

suspicion of illegal drug possession, Human Resources may notify the appropriate law enforcement agency.

C. Rehabilitation.

1. General. The City encourages those employees who think that they may have a problem with abusing drugs and/or alcohol to seek assistance and rehabilitation at an early date, prior to notification of alcohol/drug testing, prior to performance issues or other misconduct associated with abuse, and prior to any other means of discovery by the City of the employee's drug and/or alcohol problem. However, the City reserves the right to discipline employees, up to and including termination, who are discovered to have a problem with abusing drugs or alcohol, and do not come forward for help prior to the City's discovery or the City's demand that the employee submit to a drug or alcohol test.

2. Employee Assistance. The Employee Assistance Program (E.A.P.) is available to assist employees in their efforts to overcome problems with drugs and/or alcohol abuse. Information pertaining to such programs may be obtained by contacting Human Resources.

3. Voluntary Referral. If done prior to the City's discovery of or request for a drug or alcohol test, an employee's effort to voluntarily seek treatment or rehabilitation for the first time, will not be used as the basis for disciplinary action. However, the City may in such cases require employees to comply with the provisions of the Last Chance Agreement and Follow-Up Testing.

4. Leave of Absence. If necessary, the employee may be granted a leave of absence in order to participate in treatment and rehabilitation. Such a leave of absence will be unpaid and subject to the requirements of applicable state/federal laws and the City's Personnel Rules regarding unpaid leaves of absences. An employee is required to exhaust all paid leaves prior to being granted an unpaid leave of absence for the purpose of receiving treatment and rehabilitation. Where permitted by applicable law, the City reserves the right to deny such leave if granting the leave would impose an undue hardship on the City.

5. Last Chance Agreement. The City has the discretion to allow employees who are undergoing treatment or rehabilitation to sign a Last Chance Agreement in lieu of termination for work-related drug or alcohol use. A Last Chance Agreement is a condition of continued employment, in which the employee promises to complete the treatment or the rehabilitation program and to comply with other specified terms. If the employee refuses to sign the Last Chance Agreement or violates the agreement, the employee will be subject to disciplinary action up to and including termination.

6. Follow-Up Testing. An employee entering a rehabilitation or treatment program may be required to submit to random testing for up to one (1) year after completion of the program. If the employee fails to comply or if further substance abuse is detected upon such testing, the employee may be subject to disciplinary action up to and including termination.

D. Drug Testing Guidelines.

1. Drug Testing. Employees subjected to a drug test will be tested by submitting to a urinalysis test. The urinalysis test will be administered by a medical facility designated by the City, according to its testing protocol. The drug test will test for the following classes of drugs: amphetamines, cocaine, THC, methamphetamine, opiates.

(a) Medical Marijuana. The City recognizes that the State of California has legalized the use of marijuana for certain medical uses as well as recreational use. However, in accordance federal law, the City treats medical marijuana the same as any other illegal drug that is subject to regulation under this Policy. The City reserves the right to take any action under this policy when the drug involved is marijuana, whether it is used for medical or non-medical purposes.

2. Alcohol Testing. Employees subjected to an alcohol test will be tested by submitting to a breathalyzer test. The breathalyzer test will be administered by the medical facility designated by the City, according to its testing protocol.

3. Pre-Employment Examinations.

(a) Required. Certain pre-employment physical examinations will include drug and alcohol testing. No drug or alcohol test will be administered prior to the applicant receiving a conditional offer of employment. Only safety sensitive positions or those positions that interact with children will be subject to this section. The City will designate whether the position is safety sensitive or interacts with Children in the job announcement. For purposes of pre-employment drug/alcohol testing, this includes the following categories of positions:

Safety-Sensitive. Safety-sensitive positions include those positions with duties that are fraught with such risks to others that even a momentary lapse of attention can have disastrous consequences.

Interaction with Children. Positions that include interaction with children are those in which employees are directly responsible for protecting children or have continuous interaction or supervision that puts them in a position of influence over children.

(b) Results. A positive result for a drug and/or alcohol analysis may result in the applicant not being hired. If a drug screen is positive at the pre-employment physical, the applicant may be requested to provide, within twenty-four (24) hours of the request, bona fide verification of a valid current prescription for the drug identified in the drug screen. If the prescription is not in the applicant's name, or if the applicant does not provide acceptable verification, or if the drug is one that is likely to impair the applicant's ability to perform the job duties, the applicant may not be hired.

SEC. 17.6 ALCOHOL/DRUG TESTING OF EMPLOYEES

A. Cause. With the exception of the pre-employment drug and alcohol tests, employees will only be required to submit to drug and/or alcohol tests in the following circumstances:

1. When the City Manager, the Administrative Services Director, or supervisor has a reasonable suspicion that the employee is under the influence of drugs or alcohol while on the job or subject to being called to the job.

2. When the City Manager, the Administrative Services Director, or supervisor has a reasonable suspicion that the employee is in possession of drugs and/or alcohol in a manner which is in violation of this policy.

3. When an employee who suffers a work-related injury, which requires medical treatment other than first aid may be required to submit to a drug and/or alcohol test at the time they receive medical treatment for their injuries.

4. When the employee is subjected to Return to Duty and/or Follow-Up Testing following the employee's return from rehabilitation and/or treatment.

B. Documentation. When the City Manager, the Administrative Services Director, or supervisor requests that an employee submit to a drug and/or alcohol test based on reasonable suspicion, that person must document in writing the facts constituting the reasonable suspicion that the employee in question is under the influence of drugs and/or alcohol. When possible, the employee's behavior should be witnessed and separately documented by another supervisor.

C. Prerequisite**.** Prior to the administration of any drug or alcohol testing, the City's designated physician and/or the City Manager, the Administrative Services Director, or supervisor will attempt to obtain from the employee to be tested a completed and signed consent form. This form will provide the employee's consent in writing to physical and/or psychological

examination and testing and will authorize the release of such information by the physician to the City. Refusal by the employee to sign a consent form is considered insubordination and may be grounds for disciplinary action, up to and including termination.

D. Results. If the drug screen is positive, the employee may be requested to provide, within twenty-four (24) hours of the test results, bona fide verification of a valid current prescription for the drug identified in the drug screen. The prescription must be in the employee's name.

E. Confidentiality. Laboratory reports and test results will not be included in an employee's general personnel file. Information of this nature will be contained in a separate confidential medical folder that will be securely kept under the control Human Resources. The reports or test results may be disclosed to supervisors on a strictly need-to-know basis and to the tested employee upon request.

Disclosures, without employee consent, may also occur when:

1. The information is compelled by law or by judicial or administrative process;

2. The information has been placed at issue in a formal dispute between the City and the employee;

3. The information is to be used in administering an employee benefit plan; or

4. The information is needed by medical personnel for the diagnosis or treatment of the employee, when the medical personnel is unable to authorize the disclosure.

F. Disciplinary Action. Disciplinary action, up to and including termination, may be taken against an employee for any violation of this policy, including, but not limited to the following reasons:

1. Failure to comply with any of the Employee Responsibilities set forth in this policy.

2. Positive results from a drug and/or alcohol test.

3. Refusal to be tested in accordance with this policy.

4. Violation of or refusal to enter into a Last Chance Agreement.

SEC. 17.7 CONSTITUTIONALITY

It is the intent of this policy statement to conform to state and federal constitutional guarantees. Should any provision of this policy statement not conform to statutory,

constitutional or court restrictions, such non-conforming provision(s) will not be enforced.

RULE 18. PERSONNEL FILES AND RECORDS

SEC. 18.1 IN GENERAL

The City maintains a personnel file on each employee. An employee's personnel file will contain only material that the City determines is necessary and relevant to the administration of the City's personnel program. Personnel files are the property of the City, and access to the information they contain is restricted, subject to, and in accordance with, this Policy.

A. Inspection of and Obtaining a Current or Former Employee's Personnel File.

1. A current or former employee wishing to inspect/ obtain copies of their personnel file must submit a written request to Human Resources, along with reasonable proof of identity. A current or former employee who seeks to authorize another person to inspect copies of their personnel file must provide a satisfactory written authorization for inclusion with the written request along with proof of identity. Reasonable proof of identity may be required at the time of in-person pick up of requested documents.

2. The City shall issue a written notice setting a date for inspection of the personnel file within thirty calendar days of receipt of the request, to take place during normal business hours. With the requesting person's written consent, the date for inspection may be extended on one occasion by up to five (5) calendar days. If the requesting person is a former employee who was terminated for violation of City policy or law involving harassment or workplace violence, the City shall have discretion to mail a copy of the personnel file at the City's expense instead of scheduling an in-person inspection.

3. The City shall issue a written notice setting a date on which the requested copies may be picked up in person during normal business hours and identifying the cost of reproduction that must be paid to the City at the time of pick up. The date for in-person pick up of the documents shall be no more than thirty calendar days after receipt of the request by the City. With the requesting person's written consent, that date may be extended on one occasion by up to five (5) calendar days. If the requesting person is a former employee who was terminated for violation of City policy or law involving harassment or workplace violence, the City shall have discretion to mail a copy of the personnel file at the expense of the City instead of scheduling an in-person pick up.

4. A current employee may inspect their personnel file at the place the employee reports to work, or may instead consent to inspect their personnel file at City Office without loss of compensation. Inspection by former employees and authorized representatives shall take place at the Human Resources office, unless otherwise mutually agreed in writing by the City, and may require additional reasonable proof of identity.

5. A designated City employee must be present throughout the inspection. Neither personnel files nor contents of personnel files shall be removed from the place of inspection without advance written authorization from the Administrative Services Director.

6. If the requesting person chooses delivery by mail instead of in-person pick up, the notice provided by the City shall also identify the additional actual postage expenses for which the requesting person must reimburse the City prior to receipt of the copies.

B. Limits on Frequency of Exercise of Rights to Inspect or Receive Copies of Personnel Files.

1. Current employees shall be entitled to exercise rights under this policy to inspect and obtain copies of personnel records at reasonable intervals upon reasonable notice in accordance with this policy.

2. Former employees shall be entitled to exercise rights under this policy to inspect or receive copies of their personnel records once per year.

3. The City shall comply with a maximum of fifty (50) requests per month filed under this policy by one or more representatives of current Employees.

C. Access to Personnel Records by Department Directors

1. Department Directors shall have access to all records, documents, and papers pertaining to employees in their department, if the examination shall aid in the discharge of their duties. All personnel records are confidential, and the Department Director shall maintain this confidentiality.

2. Each employee is responsible for keeping their file up to date by notifying Human Resources of any changes to relevant personal information, including, but not limited to change of address, contact information, emergency contact information, and number and names of dependents for health benefit maintenance.

D. Personnel Action Form.

Every appointment, transfer, promotion, demotion, termination, or any other temporary or permanent change in status of employees shall be reported to Human Resources in such manner as prescribed. A Personnel Action Form shall include the employee's name, title of position held, the department to which assigned, salary, changes in employment status, residence data, and such other information as may be considered pertinent. Signature of the Administrative Services Director shall be included on Personnel Action Forms as a result of an appointment, promotion, demotion, transfer and termination. A copy of the Personnel Action Form shall be included in the employee's personnel file. A copy of the form shall be delivered to Finance before payment is made to the appointee.

RULE 19. PERSONAL TELEPHONE USE AND TEXT MESSAGING

A. Employees are encouraged to keep all personal phone calls and text messaging to a minimum, regardless of whether the employee is using a City-owned telephone or a personal telephone. Friends and relatives should be discouraged from calling and texting during working hours unless there is an emergency. Personal calls and text messages should be made during break periods or lunch whenever possible. Personal long distance or toll calls from a City owned telephone are to be charged to the employee's own telephone number or long-distance calling cards/apps.

B. Excessive personal phone calls or text messaging, or communications through similar electronic means, may result in disciplinary action, up to and including termination.

RULE 20. WHISTLE BLOWING POLICY

SEC. 20.1 DEFINITION OF "WHISTLE BLOWING"

For purposes of this provision, "whistle blowing" consists of disclosure of information that the employee reasonably believes constitutes a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the employee's job duties, when that disclosure is made to one or more of the following:

1. A government or law enforcement agency;

2. A person with authority over the employee;

3. Another employee who has authority to investigate, discover, or correct the violation or noncompliance; or

4. Any public body conducting an investigation, hearing, or inquiry, including, but not limited to, information given as testimony.

SEC. 20.2 SCOPE OF POLICY

The City encourages employee complaints, reports or inquiries about practices believed to be unlawful or constitute serious violation of the City policies, including illegal or improper conduct by the City itself, by its leadership, or by others on its behalf. Other subjects for which the City has existing complaint procedures shall be addressed under those other procedures. This Policy is not intended to provide a means of appeal from outcomes in those other procedures.

SEC. 20.3 PROCEDURE

Complaints, reports or inquiries may be made under this policy on a confidential or anonymous basis. They should describe in detail the specific facts demonstrating the bases for the complaints, reports or inquiries. They may be directed to the Administrative Services Director or City Manager, or to the City Attorney if involving the Human Resources Director or City Manager. The City will conduct a prompt, discreet, and objective review or investigation in response. However, Employees must recognize that the City may be unable to fully evaluate or address a report or inquiry that is made anonymously or made in a vague or general manner.

SEC. 20.4 PROTECTION FROM RETALIATION BECAUSE OF GOOD FAITH COMPLAINTS, REPORTS, OR INQUIRIES

A. The City prohibits retaliation by or on behalf of the City against employees for making good faith complaints, reports or inquiries under this policy or by participating in a review or investigation under this policy. Any employee who makes a complaint using this procedure or otherwise engages in "whistleblowing" is protected against adverse employment actions (discharge, demotion, suspension, harassment, or other forms of discrimination) taken by the City or any person acting on behalf of the City. This protection extends to those whose allegations are made in good faith but prove to be mistaken or unsubstantiated. Employees who participate or assist in an investigation will also be protected. Every reasonable effort will be made to protect the anonymity of the "whistleblowing" employee; however, there may be situations where it cannot be guaranteed.

B. The City reserves the right to discipline persons who make bad faith, knowingly false, or vexatious complaints, reports or inquiries or who otherwise abuse this policy.

EMPLOYEE ACKNOWLEDGEMENTS

CITY OF ST HELENA
ACKNOWLEDGEMENT OF RECEIPT OF PERSONNEL RULES/EMPLOYEE HANDBOOK

I acknowledge that I have received my copy of the City of St. Helena Personnel Rules/Employee Handbook. I recognize that the Personnel Rules/Employee Handbook supersede any inconsistent and/or conflicting Personnel Rules, policy statements, manuals, and/or administrative policies previously issued by the City of St. Helena. I will read and abide by all rules and regulations set forth in the Personnel Rules/Employee Handbook.

I understand that the Personnel Rules/Employee Handbook do not create a vested contractual right in the execution of the duties and responsibilities relating to the Personnel Rules/Employee Handbook.

_____ _____
Print Name Signature

_____
Date

CITY OF ST. HELENA
DRUG-FREE WORKPLACE POLICY
ACKNOWLEDGEMENT OF RECEIPT

By my signature below, I acknowledge that I have received, read, and understood the City of St. Helena's Drug-Free Workplace Policy, and I will abide by its terms. I understand that failure to fully comply with all terms set forth in the policy may lead to disciplinary action, up to and including termination.

_____ _____
Print Name Signature

_____
Date

CITY OF ST. HELENA
ACKNOWLEDGMENT OF RECEIPT OF
POLICY AGAINST DISCRIMINATION, HARASSMENT, RETALIATION, AND ABUSIVE CONDUCT

This will acknowledge that I have received my copy of the City of St. Helena's Policy against Discrimination, Harassment, Retaliation and Abusive Conduct ("Policy") and that I have read the Policy, understand my rights and obligations under the Policy, and agree to be bound by it.

My signature below further signifies that I have read this Policy and that I accept and will abide by all of its provisions.

_____ _____
Print Name Signature

_____
Date

CITY OF ST. HELENA

RESOLUTION NO. 2002-122

CONTINUING EMPLOYEE COMPUTER LOAN PROGRAM

RECITALS

One of the City's goals is the effective use of technology to achieve improvements to the delivery of quality services to the public and productivity of employees. In order for technology to realize this goal, it is critical that employees be well trained in its use.

The Computer Purchase Program has been in effect since May 27, 1997. It provides no interest loans to employees for the purchase of computer equipment for their home use. The City has realized the benefits from such a program by the employees being able to learn and experiment with the same software programs that they use at work, by using the computer at home in a more relaxed and self-paced environment.

This program is available to fire department members, City Council members, regular and part-time employees.

RESOLUTION

NOW, THEREFORE, the City Council of the City of St. Helena resolves as follows:

Approval of the continuance of the Employee Computer Purchase Program, a copy of which is attached and hereby made a part of this resolution, is hereby approved.

Approved at a Regular Meeting of the St. Helena City Council on September 10, 2002, by the following vote:

AYES: Councilmembers Toller, Potter, Bowers, Mayor Slavens
NOES: None
ABSENT: Councilmember Savidge
ABSTAIN: None

CITY OF ST. HELENA Incorporated March 24, 1878 Re-incorporated May 14, 1899 STATE OF CALIFORNIA

APPROVED:

Ken Slavens
Mayor

ATTEST:

Delia Guijosa
City Clerk

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Prepared by: Dawn Marshall
Updated: 9/3/02

CITY OF ST. HELENA
EMPLOYEE COMPUTER PURCHASE PROGRAM

PURPOSE

The goal of this program is to improve organizational productivity by encouraging employees to purchase and use home computers by providing them with a modest financial incentive to do so.

In striking a reasonable balance between the benefits to the City and the employee, the loan program places the primary financial obligation on the employee for the purchase price of the computer hardware and software, with financial assistance from the city in the form of a no interest loan repaid through automatic deductions.

Goals

The effective use of technology is one of the key strategies available to us in achieving our goals of delivering quality services to our customers and improving productivity. In order for technology to realize this promise, it is critical that employees be well trained in its use.

Program Benefits to the City

While the City encourages formal training for the employees, the reality is that skill development will be much faster, and will occur in greater depth, if employees have computers at home with the same software that the City uses. This allows employees (on a voluntary basis) to use these applications more frequently, explore their features in greater detail, and to do so at their leisure and pace in a comfortable environment. From a City cost perspective, it would be extremely expensive for employees to devote this kind of time to training during work hours; and as a practical matter, would never be available. By providing an incentive for employees to have a computer at home with applications similar to the one at work, the City will benefit significantly in making more effective use of information technology resources.

PROGRAM FEATURES

- *Maximum loan amount.* The City will lend employees up to $3,000 for the purchase of computer hardware and software. Regardless of the loan balance, employees may not have more than one loan outstanding at any time.
- *Loan repayment.* Repayment will be made through equal semi-monthly payroll deductions or monthly Fire Personnel Call Out Pay deductions over a maximum period of 36 months. Repayment in full will be accepted at any time without penalty to the employee.
- *Interest.* No interest will be charged by the city on loans under this program.
- *Payment upon termination.* Any remaining loan balance is due and payable upon termination, and will be deducted from the employee's final check.
- *Eligibility.* Full-time employees who have successfully passed their probationary period, part-time employees eligible to accrue vacation benefits, and Fire Department members who meet the criteria listed on "Attachment A" are eligible to participate in this program. In

addition, participant[illegible]ll have no garnishments for credit or [illegible]urposes, or similar liens in place at the time of application.

- *Usage.* The predominate use of any computer equipment or software purchased under this program is restricted to participants and their immediate family members. Any items so purchased will not be sold or otherwise transferred for the use of others until the City's loan is repaid in full.

HARDWARE AND SOFTWARE REQUIREMENTS

- Hardware and software requirements are kept in the Finance Department to be periodically updated.
- *Hardware.* There are no specific hardware configuration requirements, however, the employee's home computer must be capable of running the City's standard office applications and desktop operating systems. Eligible hardware purchases include new computers, upgrades to existing computers, printers, related taxes and shipping charges, and extended warranty agreements offered at the time of purchase.
- *Software.* Employees must purchase (or show proof of ownership) the City's standard office applications and desktop operating systems as established by the City. In short, applications at home must be compatible with applications at work if this program is to achieve its goals. No other software purchases are eligible under this program, however, all participating employees must comply with all software licensing requirements for their use of any hardware purchased under this program.
- *Non-eligible purchases.* Costs related to installation, training, repairs, telephone lines, on-line services, furnishings, or any other initial or ongoing costs are not eligible for funding under this program, and are the sole responsibilities of the employee. The City has no responsibility for support and maintenance for any purchases funded under this program.

PURCHASE AND LOAN PROCEDURES

There are several approaches available to employees in receiving loan funds under this program:

- *Purchase through the City.* With the approval of the vendor, employees may purchase hardware and software through the City according to the Finance Department's standard purchasing policies and procedures. Any such requests must be consolidated at one-time in a format approved by the City and presented to the Finance Department for order placement. These items will be delivered to the employee's home whenever possible. Upon receipt of all ordered items, the final costs will be consolidated into one loan amount.
- *Reimbursement of costs.* Employees may directly purchase items and submit requests for reimbursement. Under this approach, all expenditures must be made within a 90 day period, and submitted in one consolidated request for payment. While not a requirement of this program, employees are encouraged to review their proposed purchase with the Director of Finance to ensure that they will be eligible for reimbursement. No funds will be advanced to employees for the purchase of loan items.
- *Combination of approaches.* A combination of approaches is allowable, however, all such payments must be made within 90 days, and finalized into one loan amount.

INSURANCE

For their protection, employees should provide adequate insurance coverage to protect their purchases against damages due to theft, fire, flood and lightning. The City does not assume any liability for damage or theft of items purchased under this program. All agreed upon payroll deductions will continue through final payment even if the items funded from this program are not available for the employee's use for any reason whatsoever.

TAX IMPLICATIONS

Questions regarding tax consequences of participation in this program should be directed to a reputable tax advisor.

LOAN AGREEMENT

Employees will enter into a loan agreement that fully sets forth:

- Amount and term of the loan, and the resulting amount of deductions.
- Employee's authorization for the deduction to occur.
- Equipment funded under the loan.
- Employee's understanding and agreement with all the terms of the City's employee computer loan program.
- Approval of the loan agreement by the Director of Finance.

PROGRAM ADMINISTRATION

The Finance Department is responsible for administering this program.

Attachment A

CITY OF ST. HELENA
EMPLOYEE COMPUTER PURCHASE PROGRAM
Fire Department Member Eligibility

The criteria listed below has been developed to determine eligibility of members of the Fire Department for the Employee Computer Purchase Program. The following criteria must be met for participation in the program:

- Approval by the Fire Department Association Screening Committee before becoming eligible for this program.
- One year of continuous service with the Department.
- Member 'call response' history for each of the six consecutive months prior to the application date must meet or exceed the minimum level required for this program (see next item).
- The minimum level shall be twelve (12) 'call responses' per month. This is in addition to other minimums that may be in effect for deductions for other City programs.
  a) If in any period the members 'call response' level falls below the minimum, the balance of the payment due for the period must be paid by the member on or before the 15th of the subject month.
  b) If the members 'call response' level falls below the minimum for two consecutive months, or three months within a calendar year, the City may elect to demand the full amount of the loan balance to become immediately due and payable.

The Fire Department Association will guarantee the City loan made to the Firefighter, in the event a default on the loan is determined to have occurred.

City of St. Helena
EMPLOYEE COMPUTER PURCHASE PROGRAM LOAN AGREEMENT
Regular and Part-time Employees

Employee: _____ Department: _____

The above named employee (Participant) of the City of St. Helena (City) hereby elects to participate in the City's employee computer purchase program in accordance with the following terms and conditions:

- The Participant has been provided with a copy of the City's employee computer purchase program, and agrees to comply with all Program policies, terms, and conditions.
- The City agrees to provide the Participant with a no interest loan for the purchase of computer hardware and/or software as described in the attached specification sheet.
- The Participant hereby authorizes the City to make payroll deductions as follows:

LOAN AMOUNT (not to exceed $3,000)	$
REPAYMENT TERM: Number of payroll periods (not to exceed 72):	
One time payment: payroll of (date)	$
Equal payments: (date) through (date)	$

This payroll deduction will begin as soon as practical after the loan agreement has been executed, and will remain in place until the outstanding loan balance has been paid in full. If during the term of this Agreement the net paycheck is not sufficient to fund the deduction for any reason, the Participant agrees to make a direct payment to the City in the amount due by the date that the deduction would otherwise have been made.

- The Participant agrees that upon termination of city employment for any reason, any remaining amount due under this Agreement shall immediately become due and payable. The Participant hereby authorizes the City to withhold from her/his final paycheck (including wages, accumulated leave pay-off and any other compensation available) sufficient funds to pay any remaining amount due. The Participant freely and voluntarily agrees to such withholding as a condition precedent to receiving the benefits of this Agreement. If the final paycheck amount is insufficient to do this, the Participant agrees to repay the loan balance in full no later than her/his last working day.
- Failure by the Participant to abide by the terms of this Agreement will result in the full amount of the outstanding loan balance becoming immediately due and payable. The Participant hereby grants to the City a security interest in the equipment in the amount of the loan or unpaid balance, and grants to the City the right to lien or foreclose on such security interest in order to enforce its rights under this Agreement, in addition to any other rights the City may have at low or in equity.
- If either party brings a suit against the other party to enforce any rights under this Agreement, the prevailing party in such suit shall recover reasonable attorney's fees and costs incurred in connection therewith.
- This Agreement constitutes the complete agreement between the parties hereto. No oral agreement or understanding shall be of any force or effect to this agreement. This Agreement may only be changed upon a written document signed by the Participant and the City.

PARTICIPANT: CITY:

_____ Date

_____ Director of Finance Date

dm.other.employee computer purchase program.doc

Prepared by: Dawn Marshall
Updated: 9/3/02

City of St. Helena
EMPLOYEE COMPUTER PURCHASE PROGRAM LOAN AGREEMENT
City Council Members

Employee: _____ Department: _____

The above named employee (Participant) of the City of St. Helena (City) hereby elects to participate in the City's employee computer purchase program in accordance with the following terms and conditions:

- The Participant has been provided with a copy of the City's employee computer purchase program, and agrees to comply with all Program policies, terms, and conditions.
- The City agrees to provide the Participant with a no interest loan for the purchase of computer hardware and/or software as described in the attached specification sheet.
- The Participant hereby authorizes the City to make payroll deductions as follows:

LOAN AMOUNT (not to exceed $3,000)	$
REPAYMENT TERM: Number of payroll periods (not to exceed 72):	
One time payment: payroll of (date)	$
Equal payments: (date) through (date)	$

This payroll deduction will begin as soon as practical after the loan agreement has been executed, and will remain in place until the outstanding loan balance has been paid in full. If during the term of this Agreement the net paycheck is not sufficient to fund the deduction for any reason, the Participant agrees to make a direct payment to the City in the amount due by the date that the deduction would otherwise have been made.

- The Participant agrees that upon termination of city employment for any reason, any remaining amount due under this Agreement shall immediately become due and payable. The Participant hereby authorizes the City to withhold from her/his final paycheck (including wages, accumulated leave pay-off and any other compensation available) sufficient funds to pay any remaining amount due. The Participant freely and voluntarily agrees to such withholding as a condition precedent to receiving the benefits of this Agreement. If the final paycheck amount is insufficient to do this, the Participant agrees to repay the loan balance in full no later than her/his last working day.
- Failure by the Participant to abide by the terms of this Agreement will result in the full amount of the outstanding loan balance becoming immediately due and payable. The Participant hereby grants to the City a security interest in the equipment in the amount of the loan or unpaid balance, and grants to the City the right to lien or foreclose on such security interest in order to enforce its rights under this Agreement, in addition to any other rights the City may have at low or in equity.
- If either party brings a suit against the other party to enforce any rights under this Agreement, the prevailing party in such suit shall recover reasonable attorney's fees and costs incurred in connection therewith.
- This Agreement constitutes the complete agreement between the parties hereto. No oral agreement or understanding shall be of any force or effect to this agreement. This Agreement may only be changed upon a written document signed by the Participant and the City.

PARTICIPANT: CITY:

_____ _____

Date Director of Finance Date

dm.other employee computer purchase program.doc

Prepared by: Dawn Marshall
Updated: 9/3/02

City of St. Helena
EMPLOYEE COMPUTER PURCHASE PROGRAM LOAN AGREEMENT
Firefighters

Employee: _____ Department: _____

The above named employee (Participant) of the City of St. Helena (City) hereby elects to participate in the City's employee computer purchase program in accordance with the following terms and conditions:

- The Participant has been provided with a copy of the City's employee computer purchase program, and agrees to comply with all Program policies, terms, and conditions.
- The City agrees to provide the Participant with a no interest loan for the purchase of computer hardware and/or software as described in the attached specification sheet.
- The Participant hereby authorizes the City to make deductions as follows:

LOAN AMOUNT (not to exceed $3,000)	$
REPAYMENT TERM: Number of periods (not to exceed 36):	
One time payment: (date)	$
Equal payments: (date) through (date)	$

This deduction will begin as soon as practical after the loan agreement has been executed, and will remain in place until the outstanding loan balance has been paid in full. If during the term of this Agreement the net check is not sufficient to fund the deduction for any reason, the Participant agrees to make a direct payment to the City in the amount due by the rules as set forth in "Attachment A".

- The Participant agrees that upon termination of city employment for any reason, any remaining amount due under this Agreement shall immediately become due and payable. The Participant hereby authorizes the City to withhold from her/his final check (including any compensation owed at such time) sufficient funds to pay any remaining amount due. The Participant freely and voluntarily agrees to such withholding as a condition precedent to receiving the benefits of this Agreement. If the final check amount is insufficient to do this, the Participant agrees to repay the loan balance in full no later than her/his last working day.
- Failure by the Participant to abide by the terms of this Agreement will result in the full amount of the outstanding loan balance becoming immediately due and payable. The Participant hereby grants to the City a security interest in the equipment in the amount of the loan or unpaid balance, and grants to the City the right to lien or foreclose on such security interest in order to enforce its rights under this Agreement, in addition to any other rights the City may have at low or in equity.
- If either party brings a suit against the other party to enforce any rights under this Agreement, the prevailing party in such suit shall recover reasonable attorney's fees and costs incurred in connection therewith.
- This Agreement constitutes the complete agreement between the parties hereto. No oral agreement or understanding shall be of any force or effect to this agreement. This Agreement may only be changed upon a written document signed by the Participant and the City.

PARTICIPANT: CITY:

_____ Date

_____ Director of Finance Date

dm.other employee computer purchase program.doc

Prepared by: Dawn Marshall
Updated: 9/3/02

ORDER AND REIMBURSEMENT PROCEDURES

INTRODUCTION

The following outlines procedures for participating in the City's employee computer purchase program. There are three basic approaches available under the program: purchase through the City, reimbursement for payments you directly made yourself, or a combination of these two approaches.

Regardless of the approach you take, it is important to stress that all documentation for the loan must be consolidated and processed together at one time.

PURCHASE THROUGH THE CITY

Eligible Vendors

All computer and printer purchases through the City under this program will be made from Dell, Gateway 2000, or Micron. The City will attempt to put together a computer, printer, and software package that will meet most at-home computer use needs and remain within the program's $3,000 maximum loan amount.

Purchasing Options:

City Suggested Standard

The City will create one suggested minimum configuration for a computer and printer. You are under no obligation to use these "suggested" standards; it is offered solely for your convenience. While the City will make all reasonable efforts in developing this suggested configuration to assure that it is likely to meet your needs for at-home computer use, no guarantees are made that it will do so. Employees who want to further research their needs and available options are encouraged to do so. Information is provided later in these guidelines for how to proceed in this case.

If you choose this option, the following procedures will be used:

- The Finance Department will provide you with a firm price quote from one of the companies listed above based on the suggested model and features for a computer and/or printer.
- This quotation information will be attached to the loan agreement along with a copy of the program.
- *Before the order is placed,* you must complete and sign the loan agreement, and submit it to the Director of Finance for approval.
- If the amount of the purchase is greater than $3,000, you must pay the difference before the order is placed. This can be done in one of two ways: you can attach a check for the difference to your loan application made out to the company; or you can make out a check for the difference to the City.
- Once the loan agreement is signed by you and the City, the order will be placed with the computer company.

- Your deductions will in the following paydate after your o has been processed with the company.

Employee Determined System

You are welcome to work with any of the computer companies in arriving at your own needs and solutions. However, this must occur on your time, not the City's. The following procedures are for employees who want to purchase through the City, but do not want to buy the "suggested" standard.

- You should work directly with the computer company in arriving at the model and features you want. They can be contacted at the numbers or addresses listed on the handout that will be provided. The company will provide you with a written price and feature quotation.
- Once you have determined what you want to purchase, the City will request a confirmed quotation from the company. There will probably be a small difference between the quote you receive and the City's quote due to differing purchasing terms and conditions for the City versus general consumers. From this point, the process is the same as above.

The City's suggested computer standard includes Windows 98 (2nd Edition) and Office 2000 Small Business Edition software. While you are strongly encouraged to purchase this combination, at a minimum you must either include the purchase of Windows 98 (or NT), Microsoft Word 7.0 and Excel 7.0 (for Windows 98) with your order, or submit other proof of legal ownership of this minimum software standard with your loan agreement.

REIMBURSEMENT OF COSTS

You may also purchase eligible hardware and software directly yourself, and then be reimbursed by the City. The following procedures should be used in this case:

- Assemble all supporting documents (this will usually be paid receipts) for your reimbursement request; only one payment will be made.

  Important note: Review by the City before making your purchase is not required; however, be sure that you fully comply with the City's hardware and software requirements before doing so.

- Prepare a miscellaneous expense form with receipts attached for payment to you that summarizes the items you are requesting for reimbursement (forms are available in the Finance Department). While your receipts can show that you spent more than $3,000, the request cannot be for more than this amount. No departmental approval of this voucher is required.
- Submit the following loan package to the Director of Finance for approval:
  - √ Completed and signed loan agreement.
  - √ Completed voucher with receipts and supporting documentation attached. Your attachments must include proof of purchase/ownership of Windows 98 or NT, Microsoft Word 7.0 and Excel 7.0 (for Windows 98). While not required, you are strongly encouraged to purchase the entire Office 2000 Small Business Edition.
    Important note: As set forth in the program, all purchases must be made within a 90 day period prior to requesting reimbursement.

- After approval by the ector of Finance, payment will be ma n the next scheduled check register and your deduction will begin as soon as practical.

COMBINATION OF APPROACHES

You may use a combination of approaches – for example, purchase your computer through the City, and request reimbursement for a printer you purchased directly yourself. However, it will be a little more complicated to take this approach, because you will have to fully follow the procedures for both approaches. This means compiling one loan application that includes all of the necessary information for both approaches.

The most important thing to keep in mind if you take this approach is this:

You must purchase your "reimbursable items" before you request that the City purchase something on your behalf.

Why? Because we will only process one loan application, so all the paperwork needs to be in place before we order something for you. Once we process your loan application to purchase through the City, there simply won't be an opportunity to add to it for something you directly purchased yourself.

SPECIFICATIONS

Please see the Finance Department for a list of specifications and suggested computer configurations by vendor.

Computer Purchase Program
Computer Specifications

The following is the ABSOLUTE minimum system that should be considered:

Processor:	INTEL PENTIUM III PROCESSOR/500 MHz
Memory:	128MB
Monitor:	17 Inch 700 DX Display
Video Card:	32 MB
Hard Drive:	13.6 GB (7200 RPM)
Floppy Drive:	1.44 MB 3.5 Inch Floppy Disk Drive
Operating System:	MS WIN 98, NORTON ANTI VIRUS
Keyboard:	Keyboard
Mouse:	MS. INTELLIMOUSE (english) Kit
Modem:	56K Data/Fax Modem
CD ROM Drive:	CD ROM 32x
Sound:	Sound Card w/speakers
Software:	MS Office 98 Small Business Edition
Accessories:	HP 820 Cse Printer Battery Backup System

The minimum system should be expanded, if possible, to include the following, in order of preference:

1) 700 - 733mhz Pentium Processor
2) Higher Resolution Video Card
3) MS Office 2000 Small Business Edition
4) Higher quality InkJet Printer or Laser Printer

SUGGESTED COMPUTER CONFIGURATION BY VENDOR

	DELL	GATEWAY	MICRON
Phone Number:	(800)274-7799 Brian Schneider	(800)779-2000 Don Boyer Ext. 25323	(888)742-4334 Brian Thornburg Ext. 3-4587
Site Address:	Www.dell.com	www.gw2k.com	www.micronpc.com
Model:	Dell Dimension XPS	Gateway Performance 700 Deluxe	Millennia MAX GS133 with Mid-size tower
Processor:	500 MHz Pentium III	Intel Pentium III Processor 700 MHz	733 MHz Intel Pentium III Processor
Memory:	128MB SDRAM Memory	128MB 100MHz expandable to 384MB	128 MB 133MHz
Monitor:	17" .25dp (16" Viewable Area)	EV700 17" Color Monitor (15.9" Viewable Area)	17" Micron 700Dx (16" Viewable Area)
Video Card:	16MB ATI Rage 128 Pro 100MB ZIP Drive	16MB AGP Graphics Accelerator	32MB nvidia TNT 2 Pro
Hard Drive:	20.4GB ULTRA ATA	20GB 7200 RPM	13.6GB 7200 RPM
Floppy Drive:	1.44 MB (3.5")	1.44 MB (3.5")	1.44 MB (3.5")
Operating System:	MS Win 98 2nd Edition	MS Win 98 2nd Edition	MS Win 98
Keyboard:	Multifunction Keyboard	Multifunction Keyboard	Multifunction Keyboard
Mouse:	MS Intellimouse	MS Intellipoint Mouse	MS Intellimouse
Modem:	Conexant V.90/56K Telephoney Modem for Windows	3COM U.S. Robotics 56K PCI Voice Winmodem	3COM V.90 Data/Fax Winmodem 56K
CD ROM Drive:	48X Max Variable CD-ROM	8X/32 DVD-ROM Drive	40X Variable Speed IDE
Sound:	Yamaha XG 64V Wavetable Sound	Soundblaster Live! Value with Digital Audio Output	128 Voice PCI Wavetable Onboard Sound w/Advent AV009 speakers
Software:	MS Office 2000 Small Business Edition, MS Internet Explorer, MS Bookshelf 2000 with tutorials	MS Office 2000 Small Business Edition, Norton Anti-Virus Software	MS Office 2000 Small Business Edition, Norton Anti-Virus Software
Service:	3 Yr next business day on-site service inc. parts & labor	3 Yr Parts & Labor Limited Warranty, 1 Year On-Site Service	3 Yrs Next Business Day on-site service, 3 Yr Parts Limited Warranty
TOTAL*	**$1774**	**$2125**	**$2291**
Accessories:			

*Totals are estimates only and include shipping charges, but not sales tax

CITY OF ST. HELENA

RESOLUTION NO. 2023-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA: (1) APPROVING THE ADOPTION OF THE CITY OF ST. HELENA'S 2023 UPDATED EMPLOYEE HANDBOOK SUPERSEDING PRIOR VERSION(S) OF THE HANDBOOK AND (2) REPEALING AND RESCINDING ANY PREVIOUS POLICIES OR ADMINISTRATIVE MEMORANDA WHICH ARE INCONSISTENT WITH:

a. **RESOLUTION 2002-122 – EMPLOYEE COMPUTER PURCHASE PROGRAM,**
b. **P-FI-0007 – GRANT APPLICATION AND MANAGEMENT POLICY,**
c. **P-FI-0012 – CITY PROCUREMENT CARD POLICY**
d. **P-FI-0013 – FRAUD POLICY**
e. **P-FI-0014 – ACCOUNTS PAYABLE PAYMENT PROCESSING POLICY**
f. **P-FI-0015 – FUEL CARD POLICY**
g. **P-FI-0017 – CASH CONTROL POLICY**
h. **P-FI-0019 – DISCONNECTION OF WATER SERVICE FOR NON-PAYMENT POLICY**

RECITALS

WHEREAS, over the years, the City Council has adopted various Council policies and provided direction to staff to review, amend, and present to City Council any recommended changes to policy.

WHEREAS, as the City continues to embark on improved efficiencies in accordance with Goal 7 – Organization Effectiveness and Service Delivery, City staff has reviewed several Administrative and City Council adopted policies.

WHEREAS, on January 12, 2021, City Council adopted via Resolution 2021-6 the current Employee Handbook, which is a comprehensive 191 page document and contains both Administrative and Council policies and, as with any document, there are certain typographical and formatting errors which need correcting and there are certain areas in which titles have been changed or have been updated since it adoption.

WHEREAS, additionally, since there are many items incorporated into the Handbook that affect the City's recognized bargaining groups and certain aspects require meet and confer. While the Administrative policies contained in the Employee Handbook do not require meet and confer, since the City is updating the Handbook, all updates have been sent to each bargaining group asking if they would like to meet and discuss any of the changes and no meeting were requested.

WHEREAS, in accordance with: (a) following best practices; (b) Goal 7 – Organization Effectiveness and Service Delivery; (c) having the ability to efficiently update/change outdated or obsolete policies; (d) having improved efficiencies; and (e) correcting typographical/administrative updates to the Employee Handbook, staff has recommended to City Council certain policies and sections of the Employee Handbook be updated and transitioned to Administrative Policies under the authority of the City Manager.

RESOLUTION

The City Council of the City of St. Helena hereby resolves:

1. **Approves adoption of the City of St. Helena 2023 Employee Handbook (Exhibit A) superseding prior version(s) of the Employee Handbook.**
2. **Repeals and rescinds any previous policies or administrative memoranda which are inconsistent with:**
   a. **RESOLUTION 2002-122 – Employee Computer Purchase Program**
   b. **P-FI-0007 – Grant Application and Management Policy**
   c. **P-FI-0012 – City Procurement Card Policy**
   d. **P-FI-0013 – Fraud Policy**
   e. **P-FI-0014 – Accounts Payable Processing Policy**
   f. **P-FI-0015 – Fuel Card Policy**
   g. **P-FI-0017 – Cash Control Policy**
   h. **P-FI-0019 – Disconnection of Water Service Due to Non-Payment Policy**

Approved at a Regular Meeting of the St. Helena City Council on August 8, 2023, by the following vote:

Mayor Paul Dohring: ____

Vice Mayor Eric Hall: ____

Council Member Anna Chouteau: ____

Council Member Lester Hardy: ____

Council Member Billy Summers: ____

APPROVED: ATTEST:

_____

_____

Paul Jamison Dohring, Mayor

Cindy Tzafopoulos, City Clerk

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	August 8, 2023
FROM:	Eric Janzen, Assistant Public Works Director
SUBJECT:	Art for "Quick-Build" Traffic Calming Project at the Intersection of Kearney Street and Madrona Avenue.
RECOMMENDED ACTION:	None. This is an informational item and no Council action is required.
PREVIOUS COUNCIL ACTION:	City Council approved proceeding with the project on February 28, 2023.
STATEMENT OF THE PURPOSE:	Informational Item: Public Works and Blue Zones wished to share with Council the artwork selected by Blue Zones in coordination with the St. Helena Unified School District.
FINANCIAL IMPACT:	A minimal expense of staff time to coordinate and install the temporary traffic controls is anticipated. Staff time will be supplemented by volunteers coordinated by Blue Zones. Staff will also expend time to conduct informal "before", "during", and "after" speed studies on Madrona Avenue to quantify the effect on vehicle speed. There are no direct capital expenses associated with this project.

BACKGROUND:

The City has partnered with the Blue Zones Project and the Napa County Bicycle Coalition to improve quality of life for our citizens. Our partnership identified a "quick-build" demonstration project that promotes active transportation, improves safety for students walking to school, and offers the potential to beautify our streets.

This project was presented to the Active Transportation and Sustainability Committee (ATSC) on December 6, 2022 and the ATSC voted to recommend the project to the City Council. On February 28, 2023, City Council approved proceeding with this project.

DISCUSSION:

This "quick-build" project will be temporary (about 3 months) and include installation of traffic control equipment that mimics the function of sidewalk bulb-outs and include new high-visibility crosswalk striping. At the end of the demonstration, the temporary traffic controls will be removed and only the high-visibility crosswalk striping will remain.

To facilitate volunteer participation in the project, Blue Zones has selected temporary artwork that will provide additional visibility to the simulated bulb-outs. Multiple dots of random size will be painted in the areas demarcated with the traffic delineators. Standard utility marking paint will be used to create the art. The blue and white colors of Robert

Louis Stevenson Middle School and green and white colors of St. Helena Elementary will occupy opposing corners of the intersection.

Blue Zones Project has provided sample photographs of similar art used for another project to illustrate the art design.

Since standard utility marking paint will be used, the art will fade after a period of 3-6 months such that only the high visibility crosswalk marking will remain after the demonstration project is removed.

ENVIRONMENTAL REVIEW: Exempt.

DOCUMENTS ATTACHMENTS:

Sample Art for Quick-Build Project

Cindy Tzafopoulos

From: Carlotta Sainato <csainato@napabike.org>
Sent: Monday, August 7, 2023 1:48 PM
To: Public Comment
Subject: [External] St. Helena City Council 8/8 Mtg - Public Comment, Item 9.7

Hello Mayor Dohring and Councilmembers,

On behalf of the Napa County Bicycle Coalition, I would like to express our appreciation for City staff's partnership on the quick-build traffic-calming pilot project at Kearney and Madrona and ask that City Council approve the art for this project under agenda item 9.7.

The artwork was selected following feedback from the City's Active Transportation and Sustainability Committee, who indicated overall support for the project and expressed a preference for artwork that is visually appealing but not potentially distracting to road users. The project team believes this is accomplished through the dot artwork, while also demonstrating local school pride by incorporating the colors of the two schools this project serves.

NCBC is grateful for this partnership between our organization, the City of St. Helena, and Blue Zones Upper Napa Valley, and we look forward to seeing this project move forward as a step towards improving traffic safety and implementing Safe Routes to School recommendations in St. Helena.

Please feel free to reach out should you wish to discuss the project or our comment. Thank you,

--
Carlotta Sainato (she/her)
Program Manager, Napa County Bicycle Coalition
(707) 258-6317
www.napabike.org
Become an NCBC member today!

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Finance

DATE:	August 8, 2023
FROM:	Yosselyn Valencia, Finance Manager
SUBJECT:	Consideration and approval of a resolution approving Amendment #5 to the Professional Services Agreement in connection with the project described as Professional Full Costs of Services and Development Impact Fee Study Services with Willdan Financial Services for the amount of $10,300, with a total contract not-to-exceed $131,735, to complete and update the Development Impact Fee Study.
RECOMMENDED ACTION:	Staff recommends City Council approved the attached resolution.
PREVIOUS COUNCIL ACTION:	The previous Willdan Financial Services contract amendment was approved by the City Council July 25th, 2023.
STATEMENT OF THE PURPOSE:	To provide consulting services for the City of St. Helena Development Impact Fee Study.
FINANCIAL IMPACT:	The cost to amend the contract is a one-time expense of $10,300 for fiscal year 2024. There is no additional budgetary impact to the fiscal year 2024 budget for the proposed recommendation. The budget appropriation was approved with the fiscal year 2024 adopted budget.

BACKGROUND:

The last full cost recovery study for the City was completed in November 2011 and an updated fee schedule was adopted by City Council on March 27, 2012 by Resolution 2012-21. The last development impact fee study was completed in April 2013 and an updated development impact fee schedule was adopted by the City Council on November 12, 2013 through Ordinance 2013-2.

In September 2015, staff issued a Request for Proposals for a Full Cost Services and Development Impact Fee Study to include a cost allocation plan, user fee study, and a development impact fee study. On October 9, 2015 the City received four proposal which were reviewed by City staff and an outside consultant. In November 2015, the City selected Willdan Financial Services to conduct a Full Cost Services and Development Impact Fee Study and entered in to a professional services agreement on November 24, 2015 by Resolution 2015-146.

DISCUSSION:

The primary objective of the Development Impact Fee Study is to present fees that will enable the City to expand its inventory of public facilities, as a new development creates increases in service demands. Willdan Financial Services will provide an analysis of development impact fees needed to support future development in the City of St. Helena. It is the City's intent that the costs representing future development's share of public facilities and capital improvements be imposed on that development in the form of a development impact fee, also known as a public facilities fee. The development impact fee program is to ensure that new development pays the capital costs associated with growth.

The City collects public facilities fees under authority granted by the *Mitigation Fee Act (*the *Act)*, contained in *California Government Code* Sections 66000 *et seq*. The report will provide the necessary findings required by the *Act* for adoption of the fees.

The study involves identification of different analysis approaches: existing inventory, planned facilities, and system plan to allocate the costs of planned facilities to accommodate growth in compliance with the *Mitigation Fee Act* requirements. Willdan Financial Services was selected to conduct a Development Impact Fee Study and is available to conduct this analysis to prepare recommendations for the City's Impact Fees.

On July 25, 2023, City Council approved Amendment No. 4 in the amount of $13,000 for a total amount not-to-exceed $121,435 for additional work necessary to complete the Full Cost of Services Study. An additional amendment is required to update the data analysis to capture the growth cost and develop a rational basis for setting fees in the amount of $10,300 for a total amount not-to-exceed $131,735. After the analysis is complete, staff will return to Council to adopt the new Development Impact Fees. Staff is recommending the City of St. Helena to exercise the option to amend the contract for fiscal year 2024.

DOCUMENTS ATTACHMENTS:

Attachment 1 Willdan Contract Amendment _5
Attachment 2- Resolution

Attachment 1

THIRD AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES WITH WILLDAN FINANCIAL SERVICES.

This Fifth Amendment to Professional Services Agreement dated November 24, 2015 ("Agreement") is made as of this 8th day of August 2023 by and between the City of St. Helena, a municipal corporation ("City"), and Willdan Financial Services. ("Consultant").

RECITALS

A. On November 24, 2015, the City and Willdan Financial Services (Consultant) entered into the Professional Services Agreement (“Agreement”) for a Full Cost Services and Development Impact Fee Study for an amount not to exceed $81,540.00; and

B. In November 2017, the City Council approved Amendment No. 1 via resolution No. 2017-51 to this agreement to increase the contract amount by $16,350.00 for a total not-to-exceed amount of $97,890.00 to include impact fee studies for the water and wastewater systems which were not included in the initial agreement; and

C. In October 2018, the City Council approved Amendment No. 2 via resolution No. 2018-139 to this agreement to increase the contract by $4,500 for a total not-to-exceed amount of $102,390.00 to reassess the cost allocation plan due to the addition of two full-time firefighters, implementation of a compensation and classification study, and a Public Works reorganization that were not factored into the original cost allocation plan; and

D. In August 24, 2021, the City Council approved Amendment No. 3 via resolution No. 2021-107 to this agreement to increase the contract amount by $6,045.00 for a total not-to-exceed amount $108,435.00 to include a commercial linkage fee analysis, which allowed Willdan to prepare recommendations for the amounts and classifications for a housing linkage fee and in conjunction with housing market data Willdan developed a pro forma and determine the affordability gap per unit for each income level by industry and occupation; and

E. In July 2023, the City Council approved Amendment No. 4 via resolution No. 2023-92 to this agreement to increase the contract by $13,000 for a total not-to-exceed amount of $121,345 for the updated data analysis required to prepare up-to-date recommendations for the city’s user fees; and

F. City has determined to adopt new development impact fees, the costs associated with development growth have risen over time, and a data analysis update is required to reflect the actual cost; and

G. During the updated data analysis will allow Willdan to capture rising growth cost data and prepare up-to-date recommendations for the city’s development impact fees; and

H. City and Consultant desire to amend the Agreement to update and finalize the development impact fee study for an additional cost of $10,300; and

I. Amendment No. 5 in the amount of $10,300 to the Agreement for Consultant Services with Willdan Financial Services hereby approved and entered into on August 8, 2023; and

J. The total amended contract not-to-exceed $131,735.00.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements herein contained, for good and valuable consideration, the adequacy of which is hereby acknowledged, the parties agree to amend the Agreement as follows:

1. Compensation
   Amendment No. 5 in the amount of $10,300.00 to the Agreement for Consultant Services with Willdan Financial Services for a total amended contract not to exceed $131,735.00; and

All other terms of the Agreement shall remain in full force and effect.

Entered as of the day and year first above stated.

CONSULTANT:

Signatures of Authorized Persons:

By: _____

Print Name:_____

Title: _____

CITY OF ST. HELENA
a Municipal Corporation

By:_____

Print Name: Anil Comelo
Title: City Manager

APPROVED AS TO FORM:

_____
City Attorney

ATTEST:

_____
City Clerk

Attachment 2

CITY OF ST. HELENA

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA AUTHORIZING: AMENDMENT #5 TO A PROFESSIONAL SERVICES AGREEMENT WITH WILLDAN FINANCIAL SERVICES FOR THE AMOUNT OF $10,300, WITH A TOTAL CONTRACT NOT-TO-EXCEED $131,735, TO COMPLETE AND UPDATE THE USER FEE STUDY.

WHEREAS, on November 24, 2015 City Council approved Resolution No 2015-146 approving a Professional Services Agreement with Willdan Financial Services to provide a Full Cost Services and Development Impact Fee Study for an amount not to exceed $81,540.00; and

WHEREAS, in November 2017, the City Council approved Amendment No. 1 via resolution No. 2017-51 to this agreement to increase the contract amount by $16,350.00 for a total not to exceed amount of $97,890.00 to include impact fee studies of the water and wastewater systems which were not included in the initial agreement; and

WHEREAS, in October 2018, the City Council approved Amendment No. 2 via resolution No. 2018-139 to this agreement to increase the contract by $4,500 for a total not-to-exceed amount of $102,390.00 to reassess the cost allocation plan due to the addition of two full-time firefighters, implementation of a compensation and classification study, and a Public Works reorganization that were not factored into the original cost allocation plan; and

WHEREAS, in August 2021, the City Council approved Amendment No. 3 via resolution No. 2021-107 to this agreement to increase the contract by $6,065 for a total not-to-exceed amount of $108,235 for the analysis of the Affordable Housing Fees to prepare recommendations for the amounts and classifications for a housing linkage fee for St. Helena; and

WHEREAS, in July 2023, the City Council approved Amendment No. 4 via resolution No. 2023-92 to this agreement to increase the contract by $13,000 for a total not-to-exceed amount of $121,345 for the updated data analysis required to prepare up-to-date recommendations for the city's user fees; and

Attachment 2

WHEREAS, The City has determined to adopt new Development Impact fees, the costs associated with development growth have risen over time, and a data analysis update is required to reflect the actual cost; and

WHEREAS, During the updated data analysis will allow Willdan to capture rising cost data and prepare up-to-date recommendations for the city's development impact fees; and

WHEREAS, The City and Consultant desire to amend the Agreement to update and complete the development impact fee study for an additional cost of $10,300; and

WHEREAS, the total amended contract with Willdan Financial Services will not exceed $131,735.00; and

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ST. HELENA AS FOLLOWS:

1. The City Council of St. Helena hereby approves the Amendment #5 to the contract with Willdan Financial Services for an additional $10,300.00 for a total contract amount not-to-exceed $131,735.00.

Approved at a Regular Meeting of the St. Helena City Council on August 8, 2023, by the following vote:

Mayor Paul Dohring: _____

Vice Mayor Eric Hall: _____

Council Member Anna Chouteau: _____

Council Member Lester Hardy: _____

Council Member Billy Summers: _____

APPROVED: ATTEST:

_____ _____

Paul Jamison Dohring, Mayor Cindy Tzafopoulos, City Clerk

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Administration/Planning

DATE:	August 8, 2023
FROM:	Xinia Gamero, Permit Technician III
SUBJECT:	Consideration for City Council approval for the nomination and election of the current Planning Commission Chair to serve a third term as outlined in the City Council Protocol for Committees, Commissions and Boards (Resolution No.2014-45).
RECOMMENDED ACTION:	It is recommended that the City Council approve the attached resolution authorizing election of the current Chair of the Planning Commission (John Ponte) to serve an additional term ending June 2024 as outlined per the City Council Protocol for Committees, Commission and Boards.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	For the City Council to consider and approve the election of the current Chair of the Planning Commission to serve for a third term as outlined per the City Council Protocol for Committees, Commission and Boards.
FINANCIAL IMPACT:	N/A

BACKGROUND:
Rule 1 of the Planning Commission By-Laws identifies that the Planning Commission shall elect a Chair and Vice-Chair at their first regular meeting of July.

DISCUSSION:
On July 18, 2023, the Planning Commission unanimously voted (3/3 vote) to elect current Chair John Ponte to serve as Planning Commission Chair for a third term. The Planning Commission bylaws do not include any provisions regarding term limits. However, the City Council Protocol for Committees, Commissions and Boards (Resolution No.2014-45), has the following requirement for term limits and also a process if the Planning Commission unanimously votes to request current Chair serve a third term.

Planning Commissioner John Ponte's term of office expires June 30, 2025, and the appointment as Chair is separate from his term of office.

"Committee Officers. Annually, a committee will select a chairperson and vice chairperson. No member may serve more than two consecutive years as chair, unless

unanimously agreed upon by the Committee in a vote and approved by the City Council."

As the current Chair was elected by unanimous vote to serve for a third term, the City Council needs to consider the request at this time for the election process to be complete.

DOCUMENTS ATTACHMENTS:

Resolution Planning Commission Chairman to Serve Additional Year (John Ponte)
PC BY-LAWS 2018-Final(Votes)
2014-45 Approving the City of St. Helena Protocol for Committee, Commissions and Boards and Related Documents

CITY OF ST. HELENA

RESOLUTION NO. 2023-XXX

Authorizing the Planning Commission Chairperson to serve an additional year as Chairperson

RECITALS

A. Whereas the City of St. Helena Protocol for Committees, Commissions and Boards (approved by City Council Resolution 2014-45), states, "Annually, a committee will select a chairperson and vice chairperson. No member may serve more than two consecutive years as chair, unless unanimously agreed upon by the Committee in a sealed vote and approved by the City Council."; and

B. Whereas on July 18, 2023, the Planning Commission nominated and elected John Ponte to be the commission chair for another year; and

C. Whereas John Ponte service as the Chairperson of the Planning Commission exceeds the two consecutive years; and

D. Whereas there were no other nominations for the position of Chairperson and the votes for John Ponte to serve as the Chairperson of the Planning Commission were unanimous.

RESOLUTION

The City Council of the City of St. Helena hereby resolves as follows:

1. Makes the exception to authorize the Planning Commission Chairperson to serve an additional year, ending June 2024.

Approved at a Regular Meeting of the St. Helena City Council on August 8, 2023, by the following vote:

Mayor Paul Dohring:

Vice Mayor Eric Hall:

Council Member Anna Chouteau:

Council Member Lester Hardy:

Council Member Billy Summers:

APPROVED:

_____
Paul Jamison Dohring, Mayor

ATTEST:

_____
Cindy Tzafopoulos, City Clerk

ST. HELENA PLANNING COMMISSION

BY-LAWS

The following rules shall be applicable to the organization of the St. Helena Planning Commission, to the convening or calling of meetings, and to the transaction of business when the Commission has convened and acts or serves in an official capacity, pursuant to law.

ORGANIZATION AND ELECTION AND DUTES OF OFFICERS

RULE 1. The Commission shall elect a Chairperson and Vice Chairperson and designate a Secretary at the first regular meeting of the Planning Commission in July to serve for a period of one year from the date of their election. However, the Planning Commission, by majority vote, may choose to elect a Chairperson or Vice-Chairperson at a different meeting to address a resignation. In the case of a resignation of the Chair, the Vice-Chair shall become the interim Chair until formal election of a new Chairperson occurs.

RULE 2. The Chairperson of the Planning Commission shall preserve order and decorum and shall decide questions of order. The Vice Chairperson shall preside in the absence of the Chairperson.

RULE 3. The Chairperson of the Planning Commission may second any motion and present and discuss any matter as a member of the Commission without having to step down from the Chair and shall be entitled to vote on all matters before the Planning Commission.

RULE 4. The Secretary shall be a City Employee, normally the Planning Director.

RULE 5. The Secretary shall be responsible for the preparation of the Planning Commission minutes and shall assure that all official actions or decisions by the Commission shall be recorded within the minutes. Consistent with Municipal Code section 2.60.030, the Commission shall keep a public record of its resolutions, transactions, findings and determinations. Those records are kept as minutes that summarize Commission action, in the same manner as City Council minutes.

RULE 6. The City Attorney of the City of St. Helena shall be the legal counsel to the Planning Commission.

RULE 7. The video recordings of each meeting are designated as the official record of the Planning Commission agenda and action and are to be made available on the City of St Helena website.

SCHEDULE OF MEETINGS

RULE 8. The Planning Commission shall hold at least two Regular Meetings per month, which shall be held on the first and third Tuesdays of the month. In the event the first or third Tuesday is a holiday, an alternate meeting may be held. An additional Adjourned Meeting may be held, if

necessary. Such regular meetings may be canceled by a vote of the majority of Commission members present at a regular or special meeting or when a quorum is not available. Meetings shall be held in the same locale used by the City Council or at City Hall or the Fire Department starting at 6:00 P.M. Adjourned Meetings, Special Meetings, meeting relocation, or revised starting time shall be by a three-fifths vote of the Planning Commission. Notice of such meeting shall be given in accordance with State law.

RULE 9. Emergency or special meetings may be called as provided in Section 54956 of the Government Code of the State of California.

RULE 10. In the absence of a quorum all items on the agenda shall be continued to the next scheduled meeting.

AGENDA

RULE 11. An agenda shall be prepared by the Secretary of the Planning Commission for each meeting of the Planning Commission.

RULE 12. All matters to be considered by the Commission shall be properly filed with the City in compliance with the provisions, standards, and procedures established by adopted City Ordinances. The Secretary shall not accept for presentation to the Commission any matter unless it is properly made on the prescribed forms properly filled out with all data attached.

RULE 13. Any matter that comes before the Commission orally under Public Forum shall not be discussed or acted upon by the Commission unless and until it is heard as a scheduled agenda item at a Regular, Adjourned, or Special meeting of the Commission.

RULE 14. Request for informal or advance decisions concerning potential future developments or plans will not be considered by the Planning Commission.

RULE 15. The regular order of business of the Commission shall be:

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE & ROLL CALL
3. MINUTES APPROVAL
4. PUBLIC FORUM
5. COMMUNICATIONS & PETITIONS
6. RECOMMENDED CONSENT CALENDAR
7. CONTINUED ITEMS
8. SIGN PERMIT/ADMINISTRATIVE DETERMINATION
9. PUBLIC HEARINGS - PLANNING COMMISSION ACTION IS FINAL (DR/UP/VAR/LLA/TPM)
10. PUBLIC HEARINGS – PUBLIC HEARINGS/RECOMMENDATIONS TO CITY COUNCIL (TSM/ZOTA/GPA/REZONE)
11. NAPA COUNTY REFERRALS
12. SCHEDULED MATTERS
13. REPORTS BY STAFF AND PLANNING COMMISSION
14. AGENDA FORECAST
15. ADJOURNMENT

RULE 16. The Chairperson may revise the order of the agenda for a particular meeting in order to expedite business for the convenience of the public or for improved continuity.

RULE 17. Commission meetings may remain in session up to, but no later than 10:00 P.M. However, the Commission may, by a unanimous vote, extend the meeting if the Commission deems such extension necessary. Otherwise, the meeting shall be adjourned to another day acceptable to the Commission, or unfinished business may be continued to the next Regular Meeting.

CONDUCT OF PUBLIC HEARINGS

RULE 18. Letters, petitions, or other written material pertaining to any item on the agenda may be filed with the secretary of the Commission prior to the time of the public hearing or may be presented to the Commission at the time of the public hearing. The Commission shall consider such material in deciding any issue before it. All written material shall become part of the Commission's file on the agenda item.

RULE 19. Items submitted after packet distribution: Materials related to any item on the Agenda submitted to the Planning Commission after distribution of the agenda packet are available for inspection in the Secretary of the Commission's office at 1480 Main Street, St. Helena, CA during normal business hours. All such materials will be brought to the meeting and will be available for public inspection at the meeting site. Either City Staff or the Chairperson at the hearing shall give public notice of any such materials. If copies are not available in sufficient quantity for interested parties or members of the public at the hearing, the Chairperson shall take reasonable steps to afford all such persons the opportunity to inspect the materials before the start of the hearing on a scheduled matter. The purpose of the foregoing is to avoid the interruption of testimony with requests for inspection of materials.

RULE 20. Any person desiring to address the Planning Commission may, when recognized by the Chairperson, give his or her name and address. A person appearing in a representative capacity shall provide the name and address of each represented party.

RULE 21. Testimony and argument relative to any item scheduled on the agenda as a Public Hearing shall, unless otherwise ordered by the Chairperson, be presented in the following order and within the time limits specified.

a. The Chairperson shall declare the Public Hearing to be open.
b. Disclosure of Ex Parte Communication*
c. Staff Report, including acknowledgement and/or reading of written testimony.
d. Presentation of the project by applicants, and/or agents/consultants directly associated with the project. (10 minutes)
e. Commission questions to staff and the applicant for purposes of clarification of staff report and proposed project.
f. Public Testimony in support or opposition of the project. (4 minutes per person)
g. Applicant and/or staff response to new information or questions raised by public testimony.
h. Chairperson declares public hearing to be closed.
i. Planning Commission debate, and motion.
j. Roll Call Vote.

Note: At the option of the Chairperson the public or applicant may give further testimony on the question, provided it is directly related to the motion.

* Ex Parte Communication is hereby defined as any additional factual information obtained by commissioners that pertains to an individual decision, including visiting a project site, meeting with a project applicant and/or meeting with interested citizens.

RULE 22. The Chairperson may, in the interest of facilitating the business of the Planning Commission, limit the amount of time that a person may use in addressing the Planning Commission. Opponents and proponents shall be given equal opportunity for presentation. A project applicant should always be given the right, reasonable opportunity and time, to respond fully to evidence and arguments presented after the applicant has made his/her opening presentation.

RULE 23. The applicant or his or her appointed representative may, with the permission of the Planning Commission, withdraw, or request a continuance on any matter pending before the Commission at any time prior to the Commission acting on such matter.

VOTING

RULE 24. A majority of the members of the Commission shall constitute a quorum. Unless otherwise required by federal, state or local regulation, the affirmative vote of a majority of the quorum is necessary to take action. If a majority is unable to be assembled on any motion (including a motion to continue a matter to a specific time) relating to a specific project for which the Commission must make a recommendation to the City Council, the project shall be referred to Council with a divided recommendation which reflects the individual votes of the Commissioners. If a majority is unable to be assembled on any motion (including a motion to continue a matter to a specific time) relating to a specific project for which the Commission has final authority, the matter before the Commission shall be deemed denied and the applicant may appeal such decision in accordance with the applicable rules. A tie vote, or deadlock, constitutes a denial unless the applicant requests a continuance of the item to a subsequent meeting at which a quorum is present, prior to a vote to deny the item.

RULE 25. On matters of procedure or order of business the Chairperson may make a motion and without a second and after calling for objection and hearing none, so order. In the event of objection, the Chairperson shall call for a second and a roll call vote.

MISCELLANEOUS

RULE 26. The Commission shall conduct their duties in keeping with the governing standards as provided by the Planning Commission Standards of Conduct document, maintaining the highest level of professionalism during their tenure serving the residents of the City of St. Helena.

RULE 27. Unless otherwise provided by these Rules, all proceedings before the Commission shall be conducted in accordance with and pursuant to the parliamentary rules of procedure as prescribed in "Rosenbergs's Rules of Order."

RULE 28. Testimony and argument relative to any other item on the agenda shall generally follow the procedure for a Public Hearing as may be modified at the discretion of the Chairperson.

RULE 29. Any rule of these By-Laws may be altered, amended, or repealed by majority vote of the Commission (subject to approval by the City Council), except that such alteration, amendment, or repeal shall not affect any pending matter.

RULE 30. Any rule of these By-Laws may be temporarily suspended by unanimous consent of the Commission.

RULE 31. A Resolution of the Planning Commission may be adopted conditionally and referred to the Secretary of the Commission for drafting in proper form.

RULE 32. Commission members shall decide for themselves whether they have a conflict of interest on any matter before the Commission. Such determination shall be made in accordance with State law and the City of St Helena Protocol for Committee, Commissions and Boards or any amendment thereto. When a member has disqualified himself/herself, he/she shall remove himself/herself from the dais stating their reasons for conflict of interest. The member shall also remove himself/herself from the meeting room, unless they are permitted to remain for a qualified interest as set forth in State law.

RULE 33. Failure to adhere to any of these rules does not result in the invalidation of any decision or action of the Planning Commission.

RULE 34. Any violation of these rules does not result in a cause of action against the City of St. Helena.

RULE 35. Subject to compliance with all established laws and regulations, any violation of these rules shall not impact the outcome of a vote or action on a specific project.

Amended, Approved and Adopted at a Regular Meeting of the Planning Commission on July 17, 2018, by the following roll call vote:

MOTION CARRIED BY THE FOLLOWING ROLL CALL VOTE:

AYES: Commissioners Ponte, Monnette and Hardy
NOES: None
ABSENT: Commissioner Knudsen
ABSTAIN: None

CITY OF ST. HELENA

RESOLUTION NO. 2018-116

Resolution of the Council of the City of St Helena adopting revisions to the City of St Helena Planning Commission By-Laws

RECITALS

The City Council of the City of St. Helena hereby resolves as follows:

A. Whereas, the City of St. Helena Planning Commission voted unanimously to amend its By-Laws at its Regular Meeting on July 17, 2018; and

B. Whereas, the City of St Helena Protocol for Committees, Commissions and Boards requires City Council approval of any modifications to the By-Laws of a Committee, Commission or Board.

RESOLUTION

Therefore, the City Council of the City of St. Helena hereby resolves as follows:

1. This action is not a project under the California Environmental Quality Act; and
2. The City Council authorizes amendments to the City of St Helena Planning Commission By-Laws and are hereby approved, as amended by the Planning Commission on July 17, 2018 (attached).

Approved at a Regular Meeting of the St. Helena City Council on August 28, 2018, by the following vote:

Mayor Galbraith:	Yes
Vice Mayor White:	Yes
Councilmember Koberstein:	Yes
Councilmember Dohring:	Yes
Councilmember Ellsworth:	Yes

APPROVED:

Alan Galbraith, Mayor

ATTEST:

Cindy Tzafopoulos, City Clerk

CITY OF ST. HELENA Incorporated March 24, 1878 Re-incorporated May 14, 1899 STATE OF CALIFORNIA

CITY OF ST. HELENA

RESOLUTION NO. 2014-45

APPROVING THE CITY OF ST. HELENA PROTOCOL FOR COMMITTEES, COMMISSIONS AND BOARDS AND RELATED DOCUMENTS

WHEREAS, the City Council has a created a number of committees, boards and commissions, including the Planning Commission, the Parks and Recreation Commission, the Library Board of Trustees, the Tree Committee, the Sustainability Committee, the Multicultural Committee, the Active Transportation Committee, and the Water Board; and

WHEREAS, the City's committees, commissions and boards provide a valuable service to the community and the City Council relies on these entities to provide information, advice, recommendations and decisions related to their area of expertise and authority; and

WHEREAS, the City Council desires to standardize committee structure and operating procedures and provide necessary guidance in order to ensure these committees, commissions and boards are efficient and effective and serve in the best interests of the community; and

WHEREAS, at its regular meetings of November 27, 2012, January 23, 2013, July 23, 2013, and June 10, 2014, the City Council discussed a draft City of St. Helena Protocol for Committees, Commissions and Boards, and received public testimony on the draft Protocol.

NOW, THEREFORE, BE IT RESOLVED that the St. Helena City Council adopts the St. Helena Protocol for Committees, Commissions and Boards and related Meeting Ground Rules, Committee Standards of Conduct, Agenda format and Minutes format, as set forth in Exhibit A.

PASSED, APPROVED and **ADOPTED** at a regular meeting of the City Council of the City of St. Helena held on the 8th of July, 2014 by the following vote:

AYES:	Councilmember: White, Sculatti and Mayor Nevero
NOES:	None
ABSENT:	Councilmember: Crull and Pitts
ABSTAIN:	None

APPROVED:

Ann Nevero
Mayor

ATTEST:

Cindy Black
Interim City Clerk

CITY OF ST. HELENA
Incorporated March 21, 1878
Re-Incorporated May 14, 1889
STATE OF CALIFORNIA

City of St. Helena Protocol

for

Committees, Commissions and Boards (CCB)

St. Helena Committees, Commissions and Boards (CCB) function under the direction of the City Council on behalf of the City and its residents. The Council establishes committees by ordinance or resolution defining the role, purpose and membership. While each one functions specific to its purpose, all must follow the same overriding principles which are herein defined.

This protocol is intended to provide general guidance, and is not intended to supersede or conflict with any provision of State law, the St. Helena Municipal Code or other ordinance adopted by the City Council, which in the event of any conflict shall control.

ROLE AND PURPOSE

The City Council determines a committee's role and purpose at the time it is created, which should be defined clearly enough to easily communicate the purpose of the committee to the general public.

Committees may be 1) on-going standing committees, or 2) established for a specific purpose with an expected end date. Roles and purpose may be general or specific, but all will have a clearly defined goal, task or product.

Recommended changes in the role or purpose of a committee must be brought to the City Council to clarify how the proposed changes will provide improved or additional benefit.

MEMBERSHIP AND COMMITTEE STRUCTURE

The City Council defines the membership size by resolution or ordinance when establishing a committee. A committee consists of a minimum of five and a maximum of seven members, except the Planning Commission which consists only of five regular members. The Council may appoint up to two alternate members to serve on a committee in order to ensure a quorum can be reached if members cannot attend. City Council members and staff shall not sit as members on any committees. However,

the City Council may, in its discretion, appoint two Council members in the composition of a City Council subcommittee for a specific purpose.

As required by State law, the Mayor shall nominate committee members from the pool of applicants, and they will be appointed only after a majority vote approval by the City Council. Applicants may choose to attend the City Council meeting and make a statement in support of their application before the Council votes on the appointment.

Residency. Committee members must reside within the St. Helena City limits. The Council may approve an exception to this rule on a case-by-case basis. All five Planning Commissioners must live within the St. Helena City limits.

Member Terms. Committee members will serve two years from the date of appointment, except Planning Commissioners who will serve four years. Non-standing committee membership will be based upon the timing of the specific project. In establishing a new committee, or when reducing existing terms from three years to two when those terms come up for reappointment, the Council may initially impose staggered terms consisting of one and two year terms.

Removal of a member may occur for reasons such as, but not limited to, excessive absences, Brown Act violations, and conduct violations. Recommendations to the City Council for removal may be made by a committee member, member of the public, staff member, or City Councilmember. Notwithstanding the foregoing, the City Council may in its discretion at any time vote to remove a member of any committee for any reason or none, with or without cause.

Committee Officers. Annually, a committee will select a chairperson and vice chairperson. No member may serve more than two consecutive years as chair, unless unanimously agreed upon by the Committee in a sealed vote and approved by the City Council.

The chairperson runs the meeting in accordance with the agenda. The vice chairperson has the same powers and duties of the chair if the chair is absent or unable to act. If both the chair and vice-chair are absent or unable to act, the committee selects by motion and majority vote one member as acting chair for the duration of the meeting or absence.

Subcommittees. The committee may in its discretion appoint members to subcommittees for the purpose of researching specific issues, conducting community outreach, and/or formulating recommendations to the committee, and may also engage experts or other persons (who will not be considered as members). Subcommittee membership will be less than a majority of the total membership of the committee. Prior to creating a subcommittee, the committee will consult with staff to determine whether the subcommittee is subject to the Brown Act, in which case formation of the subcommittee will be subject to Council approval.

Bylaws. Committees may adopt bylaws governing their work that are consistent with this protocol and other City laws. Proposed bylaws must be reviewed by staff and approved by the City Council.

MEETING ADMINISTRATION

- Committees should meet at a regular interval (day and time) and location to facilitate public attendance and to provide an accessible forum for the public to attend.
- Committees and committee members shall conduct themselves in accordance with the requirements of State law and the Municipal Code.
- Meetings must be noticed to the public at least 72 hours prior to regular meetings, and 24 hours prior to special meetings, as required by the Brown Act.
- All meeting notices must be posted outside St. Helena City Hall and on the City website.
- Agendas must adhere to the form provided by the City to ensure consistency and clarity.
- Meeting minutes will be recorded using the City template and submitted for approval at the next committee meeting. Once approved, the minutes are submitted to the City Clerk for official record.

Quorum and Voting. A quorum is required to hold a meeting. A quorum is defined as the majority of the number of members, not counting alternates, which officially comprise a committee. Absences and vacancies do not change the quorum number. For example, if a committee is established with five members, the quorum is three members. If there are two vacancies on the committee, the quorum is still three members.

If a committee meets but does not have a quorum, either through lack of a quorum at the start of the meeting or due to members leaving the meeting, the committee may not conduct its regular business. In these instances, the committee may only act to adjourn to the next meeting date, recess, or take measures to obtain a quorum.

A majority vote is required to approve any action by the committee, unless otherwise required by law.

Alternate Members. Alternate members may vote only upon one of the following conditions:

1. Absence of one or more of the regular members of the committee; or
2. Disqualification of a regular member of the committee due to an expressed conflict of interest.

If more than one alternate member is present and only one vote is available, the alternate members will toss a coin to determine who may vote.

City Staff Liaison. The City Manager will designate a staff liaison to each committee. The liaison will be available to attend committee meetings at the request of the committee chair and with advance notice. The staff liaison's role is to assist the committee in understanding City functions and requirements, such as state regulations, Municipal Code requirements, and conflict of interest and Brown Act requirements. The staff liaison ensures the continued flow of information regarding the City's efforts and progress on work that pertains to the committee's topic area. The staff liaison will collect and file committee records and minutes.

CITY COUNCIL REPORTS

The chairperson or committee designee will appear at a City Council meeting at least once per quarter to report on the committee's activities and projects and to provide updates to the Council and community. The City Council will provide input and direction at that time. Committee chairpersons or designated committee members are encouraged to appear before the Council whenever they feel it is necessary to obtain Council direction or share information.

PROFESSIONALISM AND MEETING BEHAVIOR

As official representatives of the City of St. Helena, committee members are expected to conduct their duties in keeping with the St. Helena Committee Standards of Conduct and to maintain the highest level of professionalism during their tenure. Committees conduct City-sanctioned work for the benefit of all St. Helena residents.

All St. Helena committee meetings will be conducted in an open, fair and professional manner. Committees must ensure a welcoming atmosphere for all participants. St. Helena Meeting Ground Rules must be posted at each meeting, and adhered to, in order to ensure meetings are efficient, productive and respectful.

Committees are formed to improve understanding, ideas, processes or outcomes, and by definition that means individuals will have, and should have, different, and perhaps controversial, opinions. Open, honest dialogue is the goal, and is not to be viewed as a problem. Discussion of topics, not discussion of individuals, should be the focus of committee members both inside and outside the meetings. Committee members represent the City of St. Helena, and therefore may not negatively discuss members or public participants outside meetings. Members can request staff assistance, either during or after the meeting, with unruly or disruptive participants. No committee member should tolerate abuse toward other participants, members or themselves.

THE BROWN ACT AND CONFLICT OF INTEREST RULES

The Brown Act

Members of St. Helena committees are required to function under the Brown Act. Committees should have a clear understanding of Brown Act rules. The City will provide committees with Brown Act training materials, which must be reviewed by all members. Committee chairs can request specific information from City staff regarding Brown Act questions.

In general, the Brown Act requires all meetings of a legislative body of a local government, including all committees established by the St. Helena City Council, to be open and public. In some instances these requirements will apply to subcommittees.

- All meetings must be properly noticed and discussion items properly agendized.
- A "meeting" means any gathering of a majority of the members of a committee to hear, discuss or deliberate on any matter within the committee's jurisdiction.
- Communication outside a meeting by members is restricted by the Brown Act if that communication results in:
    - A "serial" meeting involving a majority of the committee members. A serial meeting may occur if a member communicates to one member, who then communicates to another member, until a majority of members have become involved in the communication.
    - a "spoke and wheel" meeting where a member separately communicates to a majority of members.
- In order to avoid unintended "meetings" involving a quorum,, committee members should generally submit their comments to staff, and should not engage in "reply all" emails or emails or other communications involving a majority of the committee.

Violations of the Brown Act are serious, and can jeopardize the validity of committee decisions. Violations that are willful can carry criminal penalties.

Conflicts of Interest/Due Process

In addition to the Brown Act, State laws, such as the Political Reform Act ("PRA"), impose certain conflict of interest rules on City committee members. For example, the PRA requires members to make certain financial disclosures and prohibits members' participation in decisions affecting members' financial interests.

As with the Brown Act, the City will provide committees with conflict of interest training materials, which must be reviewed by all members. Committee chairs can request specific information from City staff regarding conflict questions.

Conflicts may exist where a member lives in close proximity to a project site or other place affected by the committee's decision, or where a committee member's personal financial interests or the financial interests of a member's business, family or source of income may be affected by the decision to be made by the committee. In such instances, the member may be prohibited from participating in the decision.

Conflict of interest rules are complex. Moreover, as with the Brown Act, violations of the PRA are serious, and can jeopardize the validity of committee decisions. Violations can result in substantial fines and criminal penalties.

Committee members may receive assistance on questions from the State Fair Political Practices Commission ("FPPC"), which is the agency that is responsible for the implementation and enforcement of the PRA. In addition, Committee chairs may ask staff for assistance. Because conflict questions are often complex and fact-intensive, committee members are urged to attempt to identify potential conflict issues well in advance of meetings at which the decision is to be made.

Finally, in addition to conflict of interest rules involving financial interests under the PRA, some committee decisions on matters that require committees to act as "judges," as for example when the Planning Commission acts on subdivision map applications or use permits, variances and/or design review, fair hearing and due process requirements apply. Those requirements may preclude members from participating in decisions where the member is "personally embroiled" in the decision at stake, and also may require members to disclose information received outside of a public hearing so that stakeholders may also hear and respond to such information.

As with conflict and Brown Act requirements, committee chairs may seek assistance from staff with respect to fair hearing/due process issues, and members are urged to attempt to identify and disclose such issues well in advance of the public hearing.

City of St. Helena

Meeting Ground Rules

1. Start on time
2. Everyone come prepared
3. If you called the meeting, run it well
4. If you are at the meeting, participate
5. Stay on topic
6. One person speaks at a time
7. Be open and honest
8. Actively listen – no side conversations, texting or cellphone use
9. No negative body language or personal attacks
10. End on time

[COMMITTEE NAME]

AGENDA - REGULAR MEETING
[MEETING ADDRESS]
[MEETING DATE AND TIME]

1) **ROLL CALL**: [LIST MEMBERS, COUNCIL LIAISON, AND STAFF LIAISON]

2) **APPROVAL OF MINUTES**: [Date of minutes]

3) **PUBLIC FORUM**: An opportunity for the public to directly address the [Committee] on items of interest to the public that are not listed on the agenda. Any person addressing the [Committee] should provide his or her name and address, and limit comments to five minutes. Because of restrictions imposed by the Brown Act, the [Committee] may not engage in substantive discussion, nor take action on matters not described on the agenda.

4) **SCHEDULED MATTERS:**

   [List each item of business to be transacted or discussed at the meeting, with a brief description generally not exceeding 20 words and an approximate time allocated for the item.]

5) **REPORTS AND ANNOUNCEMENTS BY MEMBERS AND STAFF**: Reports by staff and/or [Committee] members on items of general interest. Brief questions for clarification may be posed and answered, and [Committee] members may request that items be placed on a future agenda. Except under certain circumstances, the Brown Act prohibits any other discussion or action by the [Committee].

   [List with approximate time allocated for each item]

6) **DISCUSSION OF ITEMS TO BE PLACED ON THE NEXT MEETING AGENDA**

7) **ADJOURNMENT**

The next regularly scheduled [Committee] meeting will be held on [Date]. This agenda was posted at City Hall, 1480 Main Street, and at [location where meeting will be held] on [Date].

_____

Cindy Black, Interim City Clerk

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in the meeting, please contact City Hall at (707) 967-2792. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting (28 CFR35.102-35.104 ADA Title II). However, City staff will attempt to assist at any time with accessibility. The City Clerk has equipment to assist those with a hearing impairment.

MINUTES OF THE REGULAR MEETING OF THE
[COMMITTEE NAME]
[Meeting Location]
[Meeting date and time the meeting was called to order]

2) **ROLL CALL**:

PRESENT: [List members, Council liaison, and staff liaison. Guests and staff scheduled to give reports or presentations may also be listed. Do not list members of the public in attendance.]

ABSENT: [List members, Council liaison, and staff liaison]

3) **APPROVAL OF MINUTES**: M/S: [Moved/Seconded: Name/Name]. Ayes: ["All" or individual names]. Noes: ["None" or Names]. Abstain: ["None" or Names].

4) **[LIST ALL AGENDA ITEMS** and, if a vote was taken, indicate M/S, Ayes, Noes, and Abstain. Although not required, the minutes may briefly discuss major points of the discussion, report or presentation. If there was no discussion of the agenda item, state so. For example:

A. **Election of Officers:** Susan Smith was elected Chairperson and John Davis was elected Vice Chairperson. M/S: Stuart/Price. Ayes: All. Noes: None. Abstain: None.

B. **Green Building Regulations:** The group reviewed the subcommittee's research on green building regulations and agreed to make a presentation to the City Council and seek direction from the Council on potential new regulations the Council may wish to adopt. The staff liaison will request an agenda item be placed on the City Council's agenda in January. M/S: Gonzales/Moore. Ayes: All. Noes: None. Abstain: None.

C. **Plastic Bag Ban.** This item was not discussed.]

5) **ADJOURNMENT:** The meeting was adjourned at [Time].

The next regularly scheduled [Committee] meeting will be held on [Date, location and time].

SUBMITTED BY:

Committee Standards of Conduct

Appointment to a City of St. Helena committee provides a unique opportunity for service to the community and leadership in the community. These positions carry an obligation of ethical conduct and personal integrity that will foster public respect, confidence and trust.

The Standards of Conduct are adopted to provide guidance to committee members to assist in fully understanding the role and responsibility of the position.

Responsibilities of Committee Service

In carrying out the responsibilities, committee members shall:

A. Perform their responsibilities in a manner that is efficient, courteous, responsive and impartial, providing fair and uniform treatment of all person and issues;
B. Seek the overall public good in all decisions;
C. Foster effective, courteous and cooperative working relations with fellow members of the committee, the City Council, City staff, and the public;
D. Serve as a communicator between the community and the City Council and City staff, and facilitate expression of citizen views;
E. Abide by all applicable Conflict of Interest laws, policies and regulations; Disclose possible conflicts of interest and not participate in any official decision which could materially affect the member's financial or personal interest, nor attempt to influence the vote on any such manner;
F. Avoid any action which could be construed by an objective person to create the appearance of using public office for personal gain, including use of City stationery or other City resources to obtain or promote personal business, giving preferential treatment to any person or group, or impeding governmental responsiveness or efficiency;
G. Identify personal opinions and recommendations, avoiding any implication that they are those of the committee unless such position has been duly voted; and
H. Refuse gifts, service or any promise of future benefit that could be construed to compromise independence of judgment or action as a public official.

Committee Behavioral Norms

A. Committee members are encouraged to share their opinions throughout the deliberative process including the rationale that led to their position.
B. The committee will allow sufficient time during meetings so members do not feel rushed and have time to digest what is said and form their own opinion.
C. Committee members will listen respectfully to each other and the public, and will respond to comments respectfully, avoiding verbal attacks.
D. The committee will stay positive and productive even when members disagree, demonstrating leadership characteristics appropriate for appointed leaders of the community.
E. All members will be given an equal opportunity to speak up and discuss the issues.

F. Committee members will refrain from negative body language in response to comments by committee members or the public.
G. The Chairperson will start the discussion with a different committee member for each agenda item.
H. When committee action is contemplated, the Chairperson will ensure that all committee members have had a chance to ask questions and make comments prior to entertaining any motion.
I. Any committee member who notices disruptive behavior may call "Points of Order" and the Chairperson will address the behavior.

Committee/Staff Relationships and Conduct

A. Committee members shall recognize that the primary functions of staff liaisons are to execute actions taken by the committee and keep the committee informed.
B. Each committee member must recognize that only the full committee has power to accept, reject, amend, influence, or otherwise guide and direct staff actions, decisions, recommendations, workloads and schedules, departmental priorities, and the official conduct of City business. Individual committee members shall make no attempt to pressure or influence staff decisions, recommendations, workloads and schedules, and departmental priorities without the prior knowledge and approval of the committee as a whole.
C. Individual committee members shall not intrude into functions which are the responsibility of staff including, but not limited to, staff decision-making, staff recommendations, work schedules, and other day to day management/administrative operations.
D. Staff is obligated to take guidance and direction only from the committee as a whole or from the appropriate management superiors as may be the case. Staff is directed to reject any attempts by individual committee members to unduly influence or otherwise pressure them into making, changing or otherwise suppressing staff decisions or recommendations, or changing departmental work schedules and priorities. Staff shall report such attempts to influence them in confidence to their management superiors, who may inform the committee as a whole of such attempts.
E. Committee members shall make every effort to avoid surprising the staff during public meetings. If there is an issue or a question a committee member has on an agenda item or a matter the committee member intends to bring up at the meeting, that member should contact staff prior to the meeting to alert them to the issue and state the question or concern.
F. Requests by committee members for information or assistance shall be responded to provided that, in the judgment of their management superior, such requests are not of a magnitude, either in terms of workload or policy, which would require that it more appropriately be assigned to staff through the collective direction of the committee. In terms of making the judgment, the following guidelines shall be considered: 1) the request should be specific and limited in scope so that staff can respond without altering other priorities and with only minimal delay to other assignments; 2) the request should only impose a "one time" rather than on-going work requirement; and 3) the response to the request should not require more than one staff person working on the issue in excess of one to two hours.
G. When staff response to a committee member's request involves written material which may be of interest to other committee members, the staff liaison will provide copies to all committee members. In deciding items of interest, the staff liaison will consider whether the information is significant, new or otherwise not available to the committee.

St Helena City Council, 8 Aug 2023

RE item 9.9 on this eve consent calendar:

I believe i have some relevant background information that should be considered in regard to the consideration of allowing Chair Ponte to remain Chair.

During my 4 year tenure at Planning Commission (as a member and also vice chair) I witnessed regular and habitual behavior by Commissioner Ponte and then Chair Ponte that I believed did not serve the City interests well. In fact I believe he clearly and regularly put the City at risk and also shaped negatively our very sustainability as a functioning body. I believe that evidence is clear and easily accessible.

This discourteous, disrespectful and unprofessional behavior was consistently directed at applicants and also fellow Planning Commissioners as well as staff. As a commissioner I repeated reached out to both the Planning Director and then Chair Ponte with the hopes of addressing and amending his approach but was regularly rebuffed. Members of the City staff have reached out to me with the same concerns. I have also spoken to various members of the City Council and the City manager in regard to this issue. I took this as clear demonstration that creating a healthy workplace for Commissioners and also a healthy environment for applicants and Citizens was simply not important enough to take the needed action.

I continue to believe that this dynamic appropriately should be considered and discussed by the Council and, at the very least, should not be on the consent agenda. I believe the lasting and detrimental effects of Commissioner Ponte's regular demonstrations matter very much as we as a City face challenges. I have spoken to many in the community who feel the same but expressed various versions of "that would be personal, project or professional suicide as I intend to have items before the Planning Commission and cannot afford to put myself or my project in Chair Ponte's crosshairs and risk retribution." I believe knowing that dynamic is present in the community and doing nothing about it would be counterproductive. It effects those currently serving and projects in the planning stages and also will effect the City's ability to foster an environment where they are able to recruit competent and effective Planning Commissioners in the future.

As I continue to hold on to the belief and (fleeting) hope that it is the understanding of, consideration of, and application of our CODE that should matter and be the guiding principle… and not one individual's personal opinions or feelings on a project or aspects thereof.

I have always appreciated Mr. Ponte's dedication to his position but I in no way feel he is an appropriate or productive fit in this position as Saint Helena struggles to make progress.

I appreciate your consideration.

Sincerely

Daniel Hale

Agenda Report to the City Council

Agenda Section: PUBLIC HEARINGS

Department: Public Works

DATE:	August 8, 2023
FROM:	Mario Traverso, Public Works Assistant Engineer
SUBJECT:	Consideration and proposed approval of a Resolution approving the annexation of the properties known as 2175 Palmer Drive, St Helena, CA (APN 009-690-014), into the St. Helena Municipal Sewer District No. 1, MSD Annexation No. 142; 2125 Palmer Drive, St. Helena, CA (APN 009-690-015), into the St. Helena Municipal Sewer District No. 1, MSD Annexation No. 143; 1460 Grayson Avenue, St. Helena, CA (APN 009-340-004), into the St. Helena Municipal Sewer District No. 1, MSD Annexation No. 143; 1644 Grayson Avenue, St. Helena, CA (APN 009-280-024), into the St. Helena Municipal Sewer District No. 1, MSD Annexation No. 144.
RECOMMENDED ACTION:	It is recommended the City Council adopt a Resolution approving the annexation of the territories into the St Helena Municipal Sewer District No. 1 MSD.
PREVIOUS COUNCIL ACTION:	City Council approved Resolution 2023-72 on June 27th 2023, requesting to set a public hearing for August 8th 2023, to consider objections to the proposed annexations as required by state law.
STATEMENT OF THE PURPOSE:	Commence a public hearing to consider objections to the proposed annexations into the St. Helena Municipal Sewer District No. 1. Consideration and approval a Resolution approving the proposed annexations if the proposed annexations are found to be beneficial for the properties.
FINANCIAL IMPACT:	***What is the annual fiscal impac***t? None

BACKGROUND:

Any property that wishes to connect and utilize the sanitary sewer system in the City of St. Helena must be annexed into the Municipal Sewer District No. 1. All applications for annexations shall be approved by the City Council pursuant to the requirements of state law (SHMC § 13.20.040). State law details the requirements in Health and Safety Code Section 4600. City Council approval of the annexation is the formal administrative process to change the property's tax rate area code from septic to sanitary sewer. The process for a property to be annexed requires that a resolution be adopted ordering a public hearing by an affirmative vote of at least two-thirds of all the members of the City Council (HSC § 4643). The resolution is required to contain the following information and finding:

(a) Describe the boundaries of the territory proposed to be annexed.
(b) Designate the proposed annexation by an appropriate number.
(c) Declare that the area to be annexed to the district will be benefited by such annexation.
(d) Name the time and place for the hearing of objections by any person interested in the proposed annexation, to the inclusion in the district of any land described in the resolution.

Once adopted, the resolution, together with the names of the members of the City Council voting for and against it, must be published for two successive weeks in a newspaper of general circulation and published in the City. The first publication shall not be more than 60 days nor less than 30 days prior to the date fixed for the hearing.
At the time established for the public hearing, the City Council will hear and consider any objections to the annexation and exclude any territory which in the Council's opinion will not be benefited by the annexation. After making changes to the boundaries of the area to be annexed, if any, the City Council may then adopt a resolution approving the annexation of the Property into the District which will require at least four affirmative votes. Upon a determination by the Council that the Property will be benefited by the annexation; certified copies of the resolution will then be recorded and filed in the manner and with the same force and effect as provided in Section 4613. Upon recordation of the resolution, the Property annexed becomes a part of the District and is subject to all the liabilities and entitled to all the benefits of the District.

If the City Council approves the resolution following the public hearing on August 8th, 2023, City staff will then process the annexation with Napa County and the State Board of Equalization to change the tax rate area code for the property. Staff will work with the applicant to collect outstanding fees and obtain required permits.

DISCUSSION:
The public hearing notices to consider objections to the proposed annexation for August 8th 2023, were first published on July 3rd, 2023, and the second on July 17th 2023. Additionally, notices of the public hearing and the Resolution were distributed within the area to be annexed not earlier than the 60th day or later than the 30th day prior to the hearing.

At the time established for the hearing, City Council will hear and consider any objections to the annexation and exclude any territory which in the Council's opinion will not be benefited by the annexation. After making changes to the boundaries of the area to be annexed, if any, the City Council may then adopt a Resolution approving the annexation of the property into the District, which will require at least four affirmative votes. Upon a determination by the Council that the property will be benefited by the annexation, certified copies of the Resolution will then be recorded (HSC § 4613). Upon recordation of the Resolution the property annexed becomes a part of the District and is subject to all the liabilities and entitled to all the benefits of the District (HSC § 4648).

City Council is requested to consider the annexation from the following parties into the District:

2175 Palmer Drive, St Helena, CA (APN 009-690-014) applied to be annexed into the St. Helena Municipal Sewer District No. 1 (“District”), MSD Annexation No. 142;

2125 Palmer Drive, St Helena, CA (APN 009-690-015) applied to be annexed into the St. Helena Municipal Sewer District No. 1 (“District”), MSD Annexation No. 143;

1460 Grayson Avenue, St Helena, CA (APN 009-340-004) applied to be annexed into the St. Helena Municipal Sewer District No. 1 (“District”), MSD Annexation No. 144;
1644 Grayson Avenue, St Helena, CA (APN 009-280-024) applied to be annexed into the St. Helena Municipal Sewer District No. 1 (“District”), MSD Annexation No. 145;

Location maps and descriptions for the properties are attached. Staff request City Council to consider the applicants' annexation requests and consider a Resolution approving the annexations. If the City Council approves the Resolution following the hearing, City staff will then process the annexation with Napa County and the State Board of Equalization to change the tax rate area code for the property. Properties will then become eligible to connect to the City's sanitary sewer system.

ENVIRONMENTAL REVIEW:
Properties that are annexed into the District and connect to the sanitary sewer system will be required to abandon existing septic systems in accordance with Napa County Environmental Health Services.

DOCUMENTS ATTACHMENTS:

Resolution - Municipal Sewer District No. 1 Annexation
Exhibit A - Palmer Drive
Exhibit A - 1460 Grayson Ave
Exhibit A - 1644 Grayson Ave

CITY OF ST. HELENA

RESOLUTION NO. 2023-

Resolution of the City Council of the City of St. Helena to approve the annexation of the properties known as 2175 Palmer Drive, St Helena, CA (APN 009-690-014), into the St. Helena Municipal Sewer District No. 1, MSD Annexation No. 142; 2125 Palmer Drive, St Helena, CA (APN 009-690-015), into the St. Helena Municipal Sewer District No. 1, MSD Annexation No. 143; 1460 Grayson Avenue, St Helena, CA (APN 009-340-004), into the St. Helena Municipal Sewer District No. 1, MSD Annexation No. 143; 1644 Grayson Avenue, St Helena, CA (APN 009-280-024), into the St. Helena Municipal Sewer District No. 1, MSD Annexation No. 144.

RECITALS

A. The property at 2175 Palmer Drive, St Helena, CA (APN 009-690-014) will benefit from annexation into the St. Helena Municipal Sewer District No. 1 ("District"), MSD Annexation No. 142; and

B. The property at 2125 Palmer Drive, St Helena, CA (APN 009-690-015) will benefit from annexation into the St. Helena Municipal Sewer District No. 1 ("District"), MSD Annexation No. 143; and

C. The owner of 1460 Grayson Avenue, St Helena, CA (APN 009-340-004) will benefit from annexation into the St. Helena Municipal Sewer District No. 1 ("District"), MSD Annexation No. 144; and

D. The owner of 1644 Grayson Avenue, St Helena, CA (APN 009-280-024) will benefit from annexation into the St. Helena Municipal Sewer District No. 1 ("District"), MSD Annexation No. 145; and

E. A public hearing regarding these proposed annexations was ordered on June 27th 2023, and duly noticed and held on August 8th 2023, at a regular meeting of the City Council of the City of St. Helena; and

F. All annexation fees have been paid; and

G. The City has complied with all laws applicable to these annexation proceedings, including without limitation Health & Safety Code Sections 4641.

RESOLUTION

The City Council of the City of St. Helena hereby resolves as follows:

1. The territories described in the attached Exhibit A, commonly known as 2175 Palmer Drive, St Helena, CA (APN 009-690-014); 2125 Palmer Drive, St Helena, CA (APN 009-690-015) 1460 Grayson Avenue, St Helena, CA (APN 009-340-004); 1644 Grayson Avenue, St Helena, CA (APN 009-280-024) are hereby ordered annexed; and

2. The City Clerk shall cause a certified copy of this Resolution to be recorded with the official records of the County of Napa, pursuant to section 4647 of the Health & Safety Code.

Approved at a Regular Meeting of the St. Helena City Council on August 8th, 2023 by the following vote:

Mayor Dohring: _____
Vice Mayor Hall: _____
Councilmember Chouteau: _____
Councilmember Hardy: _____
Councilmember Summers: _____

APPROVED: ATTEST:

_____ _____
Paul Jamison Dohring, Mayor Cindy Tzafopoulos, City Clerk

COUNTY ASSESSOR'S PARCEL MAP
PTN. RANCHO CARNE HUMANA

Tax Area Code
3000,3002

9–69
9–37

1" = 100'

BK. 22
18

DETAIL
SCALE:1"=100'

1.	S31°21'42"W (13P/M76)	26.56'
2.	N63°46'56"W (13P/M76)	14.42'
3.	N34°50'32"E (13P/M76)	15.63'
4.	N34°15'E	18.10'
5.	S38°15'W	20.00'
6.	N01°30'W	22.45'
7.	N46°08'E	12.64'
8.	N68°09'21"E	34.23'

3RS75 (1) 1.40 Ac.±

10PM82–1 (2) 1.13 Ac.

12RS16–A (8)

9 1.09 Ac.±

9RS6–X (10)

9RS6–Y (11)

5RS80–A (12)

5RS80–B (13)

3RS62–3 (14) 1.17 Ac.±
2175 Palmer Drive

32RS81 (15) 1.19 Ac.±
2125 Palmer Drive

46RS85 (16) 1.29 Ac.±

49RS54 (7) 1.46 Ac.±

44RS9 (6)

68

LLA 98–79 (19) 1.49 Ac.

32RS69 (20) LLA 98–79

28PM38–1 (22) 1.26 Ac.±

28PM38–2 (23) 1.00 Ac.±

13PM76–REM (5) 1.06 Ac.

LLA 2000–58

3000 BOYSON

3000 PALMER (Approx Loc)

3000 YORK (Approx Loc)

3000 DEAN

3000 LN. (Pv't) 3002/3000

3000 DR. (Pv't) 3002

3000 CT. (Pv't) 3002/3000

3000 85001

3002 PARCEL LINE AND DIMENSIONS SEE DETAIL FOR 3002 3000

45

46

ADJ PG TRA CHG	12–31–09
690–16 TRA CHG	12–31–11
690–06 RS	7–25–14
690–16 RS	12–29–17
690–07 RS	12–3–20
690–22 & 23 PM	12–1–22
REVISION	DATE

1987

NOTE: This Map Was Prepared For Assessment Purposes Only , No Liability Is Assumed For The Accuracy Of The Data Delineated Hereon.

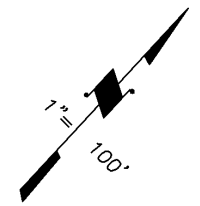
9–69

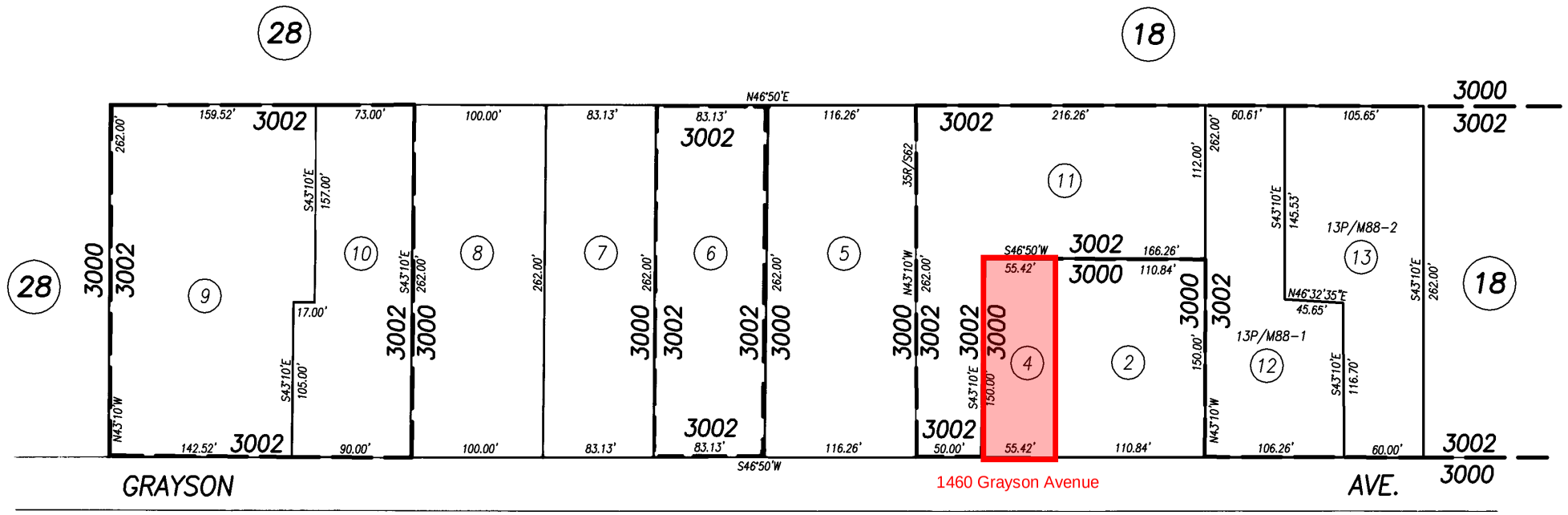
COUNTY ASSESSOR'S PARCEL MAP

R.M. BK. D OF PATENTS, PG. 127

Tax Area Code
3000, 3002

9–34



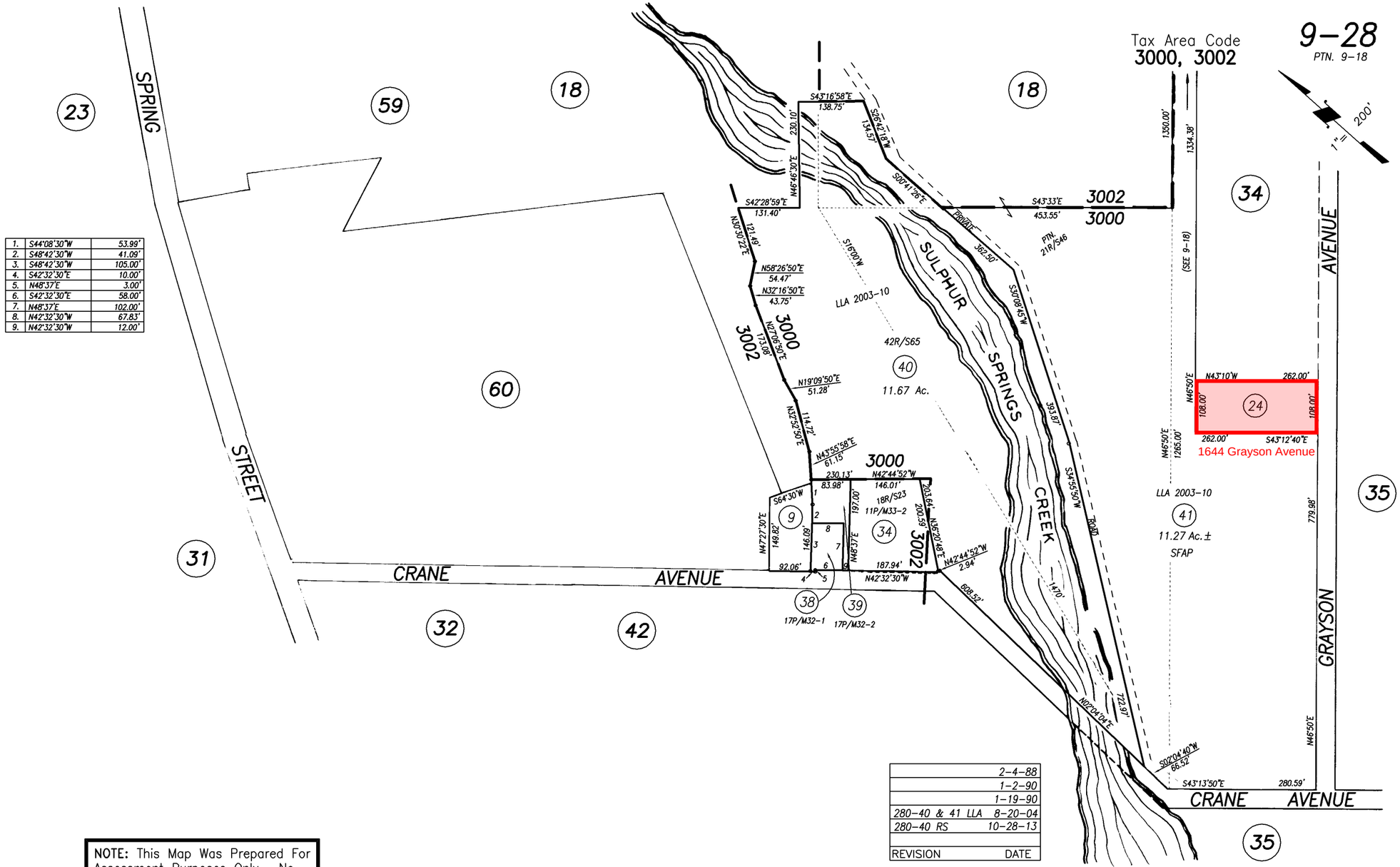


NOTE: This Map Was Prepared For Assessment Purposes Only , No Liability Is Assumed For The Accuracy Of The Data Delineated Hereon.

	10–26–89
340–11 TRA CHG	12–31–02
PTN. 340–05 RS	5–22–03
340–09,10 TRA CHG	12–31–03
ADJ PG TRA CHG	12–31–08
340–12 TRA CHG	12–31–12
REVISION	DATE

1954-60-61

9–34



1.	S44°08'30"W	53.99'
2.	S48°42'30"W	41.09'
3.	S48°42'30"W	105.00'
4.	S42°32'30"E	10.00'
5.	N48°37'E	3.00'
6.	S42°32'30"E	58.00'
7.	N48°37'E	102.00'
8.	N42°32'30"W	67.83'
9.	N42°32'30"W	12.00'

REVISION	DATE
	2-4-88
	1-2-90
	1-19-90
280-40 & 41 LLA	8-20-04
280-40 RS	10-28-13

NOTE: This Map Was Prepared For Assessment Purposes Only , No Liability Is Assumed For The Accuracy Of The Data Delineated Hereon.

CITY OF ST. HELENA
POR. RANCHO CARNE HUMANA
R.M. BK. D. OF PAT., PG. 127

Assessor's Map Bk. 9 Pg. 28
County of Napa, Calif.
1960 - 61

City Council
August 8, 2023
Agenda Item 10.1
Public Hearing – Sewer Annexation
2125 Palmer Dr., 2175 Palmer Dr., 1460 Grayson Ave., & 1644 Grayson Ave.

Joe Leach, PE, Director of Public Works

Scope of Action

- Public Hearing for the purposes of annexing 4 parcels into the St Helena Municipal Sewer District No. 1.
- Consistent with St Helena Municipal Code 13.20.040
- Once approved, filing with Napa County and State Board of Equalization

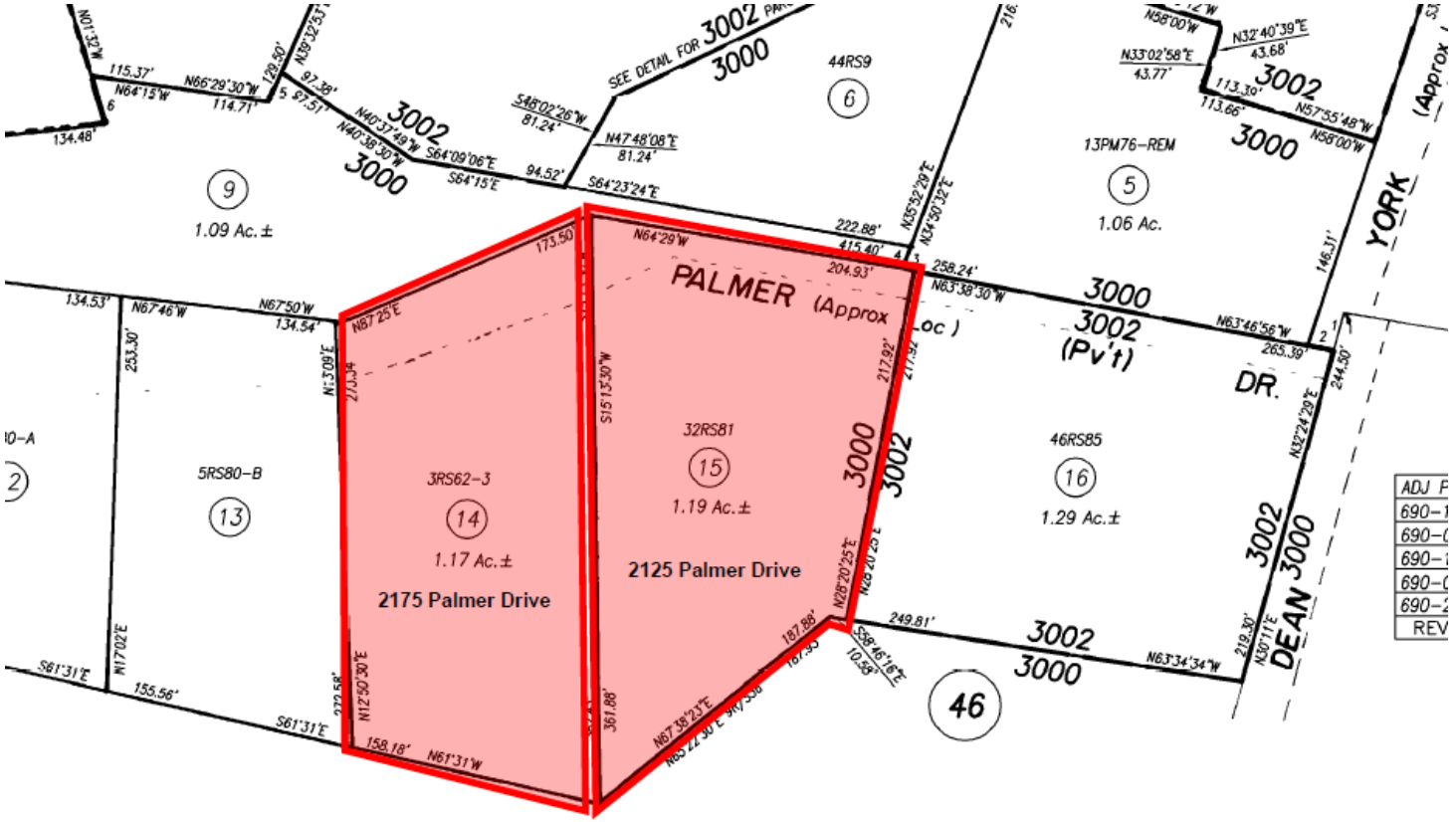
  - only impacts 4 noted parcels; no adjacent properties
- Initial step to connect to sewer system

  - applicant(s) responsible for all connection costs

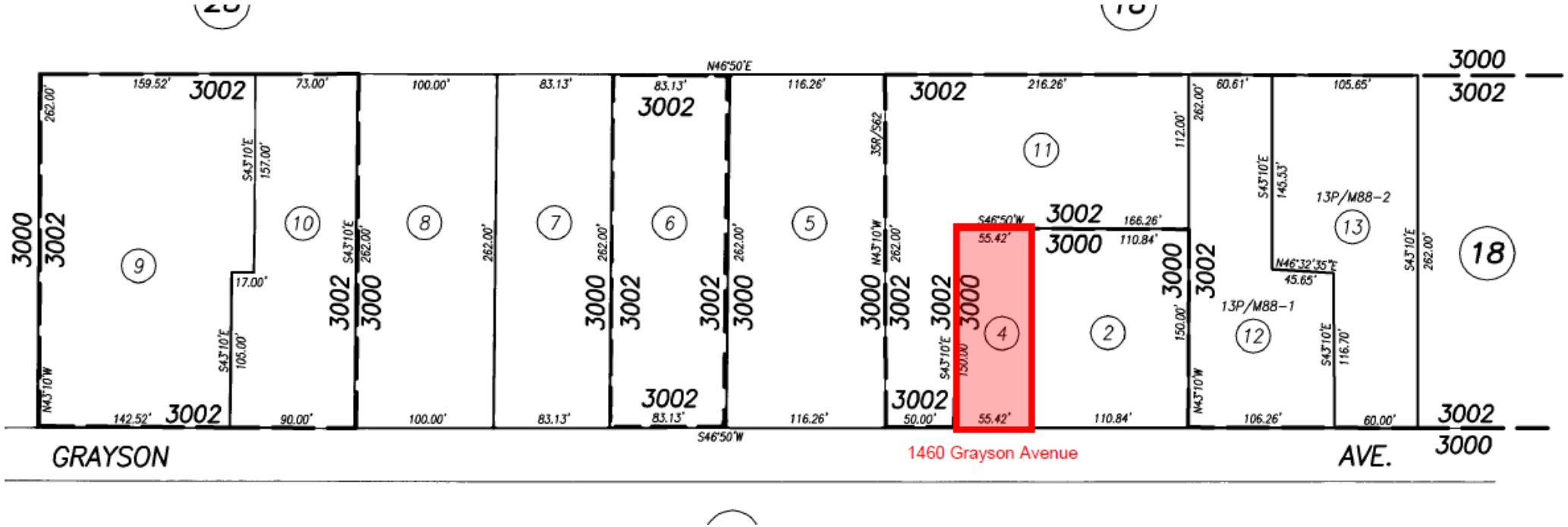
  - may be eligible for reimbursement for mainline extension

  - may be required to reimburse another property owner for previous mainline extension

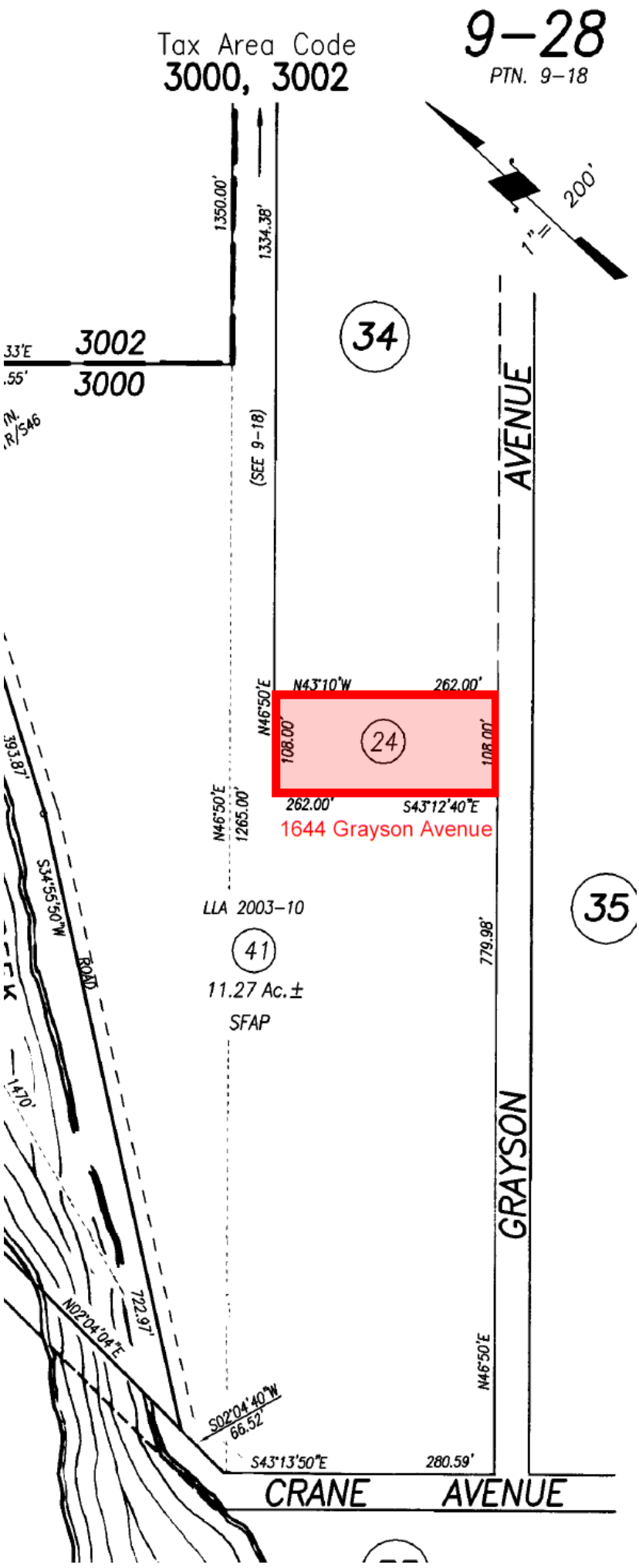
2125 & 2175 Palmer Drive



1460 Grayson Avenue



1644 Grayson Avenue



Recommended Action

Adopt Resolution of the City Council of the City of St. Helena to approve the annexation of the properties known as:

- 2175 Palmer Drive, St Helena, CA (APN 009-690-014), into the St. Helena Municipal Sewer District No. 1, MSD Annexation No. 142;
- 2125 Palmer Drive, St Helena, CA (APN 009-690-015), into the St. Helena Municipal Sewer District No. 1, MSD Annexation No. 143;
- 1460 Grayson Avenue, St Helena, CA (APN 009-340-004), into the St. Helena Municipal Sewer District No. 1, MSD Annexation No. 143;
- 1644 Grayson Avenue, St Helena, CA (APN 009-280-024), into the St. Helena Municipal Sewer District No. 1, MSD Annexation No. 144.

Agenda Report to the City Council

Agenda Section: OLD BUSINESS

Department: Administration

DATE:	August 8, 2023
FROM:	April Mitts, Assistant City Manager
SUBJECT:	Proposed Updated Loan to Our Town St. Helena ("OTSH") for 5-unit affordable housing development at 963 Pope Street.
RECOMMENDED ACTION:	Approve the attached Resolution.
PREVIOUS COUNCIL ACTION:	Resolution 2019-106, 8/27/19 - $450,000 temporary funding, 0% interest, 24-month Resolution 2021-103, 8/24/21 - 90-day loan extension for temporary funding Resolution 2021-148, 11/23/21 - 1-year loan extension for temporary funding Resolution 2021-152, 12/14/21 - $21,000 OTSH reimbursement for interest payments to RCAC from 12/1/22 until 10/31/22 Resolution 2022-10, 2/8/22 - $250,000 permanent loan Resolution 2022-103, 11/22/22 - 1-year loan extension for temporary funding Resolution 2022-104, 11/22/22 - $14,400 OTSH reimbursement for interest payments to RCAC from 11/1/22 until 10/31/23 6/27/23 - OTSH request to City Council for additional funding for 963 Pope Street project
STATEMENT OF THE PURPOSE:	To authorize the City Manager to enter into a new loan agreement on behalf of the City consistent with the attached term sheet to provide total assistance in the amount of $1,000,000 for the development of a five-unit affordable housing development at 963 Pope Street.
FINANCIAL IMPACT:	Previously the City Council authorized a total of $700,000 from the Affordable Housing Trust Funds (Fund 751 and Fund 752) for this project. Of this amount, $450,000 is a temporary loan and $250,000 is a permanent loan; however, the documents for the $250,000 have not yet been executed. If approved by Council, this action would result in a net increase of $300,000 from the Affordable Housing Trust Funds (Fund 751 and Fund 752) and conversion of

	temporary loan of $450,000 to permanent loan for a total permanent loan net impact of $1,000,000. Tables 1, 2, and 3 in the discussion section summarize the current and projected balances of the Affordable Housing Trust Funds if approved.

BACKGROUND:
On June 27, 2023, Our Town St. Helena (OTSH) made a presentation to the City Council requesting the City Council allocate additional resources from its Affordable Housing Trust Funds for the development of the 963 Pope Street affordable housing project.

At this meeting, City Council provided the following feedback and direction:

1. Council supported increasing the principal amount of the existing temporary loan to OTSH for 963 Pope Street from $700,000 (comprised of the $450,000 temporary loan and the $250,000 permanent loan) to $1,000,000;
2. Council supported converting the $1,000,000 temporary loan to a permanent loan (resulting in an increase in the permanent loan from $250,000 to $1,000,000);
3. Provided direction to staff and the City Attorney to bring a term sheet outlining the proposed loan terms for consideration at a future Council Meeting with a resolution of support to demonstrate the City's funding commitment; and
4. Requested that the City Attorney provide examples of loan documents that would allow for conversion from temporary to permanent financing.

DISCUSSION:
As directed by City Council, the attached term sheet outlines proposed loan terms for consideration along with a resolution that would authorize the City Manager to enter into a loan agreement with OTSH with the terms set forth in the enclosed term sheet. The City Attorney will provide one or more examples of affordable housing loan agreements that provide for conversion of a short term loan to permanent financing separately, to give Council a general sense of the nature of these documents.

The proposed new terms would replace the existing $450,000 loan (which has already been disbursed) with a $1,000,000 loan. This would also supersede the prior $250,000 permanent loan commitment, which has not yet been commemorated in a loan agreement. The additional $550,000 in City loan funds would be used to pay off the RCAC loan, which is accruing interest. The City has been reimbursing OTSH for the interest payments since December 1, 2022. The full $1,000,000 would be due and payable within one year of the effective date of the loan agreement, but once OTSH secures financing for construction of the project, the City's loan would be converted to permanent financing with a term of 55 years. The City's loan would be forgiven at the end of the term. The City would also enter into a new regulatory agreement for the property that would ensure that 2 units would be rented to very low income households, 2 units would be rented to low income households, and one unit would be rented to a moderate income household.

If approved by City Council the financial impact will be a net increase of $300,000 committed from the Affordable Housing Trust Funds (Fund 751 and Fund 752). Under the City's prior commitment the City would be repaid $450,000 upon completion of the project while $250,000 would be a long term (permanent) loan (for a total loan commitment of $700,000). Under the proposed new terms, the entire loan amount would be converted to permanent financing upon completion of the project, meaning there would be a $750,000 increase in permanent financing for a total permanent loan net impact to the Affordable Housing Funds of $1,000,000. Tables 1, 2, and 3 summarize the current and projected balances of the Affordable Housing Trust Funds if approved.

Table 1 - Adopted FY 2023/24 & FY 2024/25 Estimated Fund Balances

	Fund 751 - Affordable Housing Trust Fund	**Fund 752 - Measure E**
Estimated Fund Balance @ 6/30/23	1,695,852	1,081,069
Estimated Fund Balance @ 6/30/24	1,736,147	1,368,787
Estimated Fund Balance @ 6/30/25	1,778,054	1,670,871

Table 2 - Summary of Committed Funds (if approved)

	Fund 751 - Affordable Housing Trust Fund	**Fund 752 - Measure E**
Unavailable Long-Term Receivables	(1,249,684)	(160,000)
OTSH Permanent Loan	(250,000)	
Remaining RCAC Interest Payments (estimated)	(23,400)	
Encumbered through Purchase Orders	(17,082)	(19,653)
OTSH Permanent Loan (new request)*		(300,000)
Total Committed Funds	***(1,540,166)***	***(479,653)***

Table 3 - Summary of Estimated Available Fund Balances

	Fund 751 - Affordable Housing Trust Fund	**Fund 752 - Measure E**
Estimated Available Fund Balance @ 6/30/23	155,686	901,416
Estimated Available Fund Balance @ 6/30/24	195,981	889,134
Estimated Available Fund Balance @ 6/30/25	237,888	1,191,218

The attached resolution authorizes the City Manager to execute all necessary documents for this loan.

DOCUMENTS ATTACHMENTS:

Resolution OTSH $1M Permanent Loan-c1

CITY OF ST. HELENA

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA AUTHORIZING: (1) A LOAN TO OUR TOWN ST. HELENA (OTSH) IN A TOTAL AMOUNT OF $1,000,000 FOR THE DEVELOPMENT OF 963 POPE STREET; (2) USE OF MEASURE E – AFFORDABLE HOUSING TRUST FUNDS (FUND 751 AND FUND 752) FOR THIS LOAN; AND (3) THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS FOR THIS LOAN.

WHEREAS, On August 27, 2019, the City Council authorized a loan from the Affordable Housing Trust Fund to Our Town St. Helena (OTSH) to assist with the acquisition of a property located at 963 Pope Street. The purchase price of the property was $850,000 for a 0.29-acre lot, zoned medium-density residential, with a 2-bedroom 1-bath house located near the front portion of the property. The property will be used solely for the use, operation, and development of affordable housing by constructing four additional units on the back half of the property for moderate-to low-income rental tenants; and

WHEREAS, The City and OTSH entered into a Housing Trust Fund Loan Agreement dated September 10, 2019, in the amount of $450,000 with zero percent interest, which funds were used to assist in the acquisition of the property; and

WHEREAS, OTSH is currently leasing the existing unit on the property to a moderate income household, and desires to develop an additional four new units on the site to be leased to low income households; and

WHEREAS, City previously made an additional commitment to provide an additional long term loan of Two Hundred Fifty Thousand Dollars ($250,000.00) from the Affordable Housing Trust Fund to assist with the construction and development of the New Units subject to certain terms and conditions as agreed to between the parties; and

WHEREAS, OTSH has requested that City increase its loan for the proposed development to a total amount of One Million Dollars ($1,000,000.00), comprised of the original $450,000 loan, and an additional loan of $550,000. This loan would supersede the prior commitment to provide an additional $250,000 permanent loan.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ST. HELENA AS FOLLOWS:

SECTION 1. The above recitals are true and correct and are incorporated herein by this reference.

SECTION 2. The City Council of the City of St. Helena hereby approves a loan in the total principal amount of $1,000,000 (including those loan funds already disbursed) from the Affordable Housing Trust Funds (Funds 751 and 752) to Our Town St. Helena for the development of a five unit affordable housing development at 963 Pope Street in accordance with the term sheet attached hereto at Attachment No. 1, and directs City staff, in consultation with the City Attorney, to prepare an amended and restated loan agreement consistent with the attached term sheet (the "Loan Agreement").

SECTION 3. The City Manager is authorized and directed to execute an Amended Loan Agreement and to execute all documents and carry out such actions as necessary to make the loan and carry out Council's direction as set forth herein.

SECTION 4. The City Council of the City of St. Helena Hereby authorizes an appropriation of $300,000 in FY 2023-24 to Fund 752 Measure E (Affordable Housing) Fund and $250,000 in FY 2023-24 (authorized via Resolution 2022-10) to Fund 751 Affordable Housing Trust fund on to make the loan as set forth herein.

Approved at a Regular Meeting of the St. Helena City Council on August 8, 2023, by the following vote:

Mayor Paul Dohring: ____

Vice Mayor Eric Hall: ____

Council Member Anna Chouteau: ____

Council Member Lester Hardy: ____

Council Member Billy Summers: ____

APPROVED: ATTEST:

_____ _____

Paul Jamison Dohring, Mayor Cindy Tzafopoulos, City Clerk

ATTACHMENT NO. 1

963 Pope Street – Term Sheet
Loan Agreement to Replace and Supersede City Acquisition Loan Agreement

Parties to Agreement
- City of St Helena, "Lender"
- Our Town St Helena (OTSH), "Borrower"
- Assumable by future LLC (to be formed by Napa Valley Community Housing [NVCH] as administrative member; OTSH as managing member, pursuant to Memorandum of Understanding and Option to Purchase Agreement between OTSH and NVCH)

Subject Property ("Property")
- 963 Pope Street, St. Helena
- Assessor's Parcel Number 009-090-069 (August 2021 merger of prior APNs 009-090-012 & -013)

Agreement Type
- Affordable Housing Trust Fund Acquisition Loan, to be converted to Permanent Loan upon satisfaction of certain conditions precedent
- Secured by Deed of Trust, Promissory Note

Loan Amount
- $ 1,000,000
- Includes existing $450,000 temporary acquisition loan and supersedes $250,000 permanent loan commitment

Loan Terms
- Acquisition Loan:
  - Additional $550,000 (above the $450,000 already disbursed) will fund prior to October 1, 2023
    - Borrower will use $550,000 to repay Rural California Assistance Corporation for interest-bearing acquisition loan
  - Repayment of Acquisition Loan due 1 year from effective date of Loan Agreement unless converted to permanent financing; option to extend 1 year upon Borrower's request provided Borrower demonstrates good faith efforts to close the construction financing on the Project, with City Manager's approval
  - Full $1M Acquisition Loan will convert to permanent loan upon Borrower's fulfillment of Conditions Precedent
- Permanent loan:
  - Term: 55 years from effective date of Loan Agreement (runs concurrently with affordability covenants)
  - Loan is forgiven at end of term

Interest Rate

- Zero percent

Other Loan Agreement Provisions

- Lender will agree to subordinate position to HOME loan, and other lenders if required (e.g., Poppy Bank)
- Lender will agree to enter into a RHNA sharing agreement with Napa County subject to County providing a loan to the project

Conditions Precedent to Conversion to Permanent Loan

- Loan will convert to permanent upon Borrower's construction financing close
- Borrower will enter into a new regulatory agreement with same rent restrictions (2 very low income units; 2 low income units; 1 moderate income unit), reset to 55 years from effective date of Loan Agreement

Agenda Report to the City Council

Agenda Section: NEW BUSINESS

Department: Recreation

DATE:	August 8, 2023
FROM:	Dave Jahns, Parks & Recreation Director
SUBJECT:	Consideration and proposed approval of a pilot Mural Permit Application and Public Art Donation and Installation Policy.
RECOMMENDED ACTION:	Staff recommends City Council adopt a resolution allowing for the implementation of a pilot Mural Permit Application and Public Art Donation and Installation Policy.
PREVIOUS COUNCIL ACTION:	To staff's knowledge there have been no previous Council actions specific to the review and permitting of public murals and art installations. In November 2020, City Council approved an Acceptance of Donations and Charitable Gifts to the City Policy, which provides a framework for accepting donations to the City in various forms and dollar amounts.
STATEMENT OF THE PURPOSE:	Staff is seeking City Council's approval to move forward with pilot programs to support community endeavors which bring more public art to St. Helena. The proposed review and permit processes are intended to provide a clear framework for the applicant/donor as well as staff, and accompanying commissions, to consider art-related donations and public art projects in and objective and streamlined manner. The proposed mural permit and public art donation and installation program are initial steps towards supporting community art initiatives and a future comprehensive public art program.
FINANCIAL IMPACT:	Most, if not all, expenses related to proposed artwork under these programs will be covered by the donor and/or community organizer(s). Staff time will be incurred during the review process, as well as potential maintenance and installation oversight, but that is intended to be absorbed into existing staff's current work schedules. Staff time and budget implications will be part of the review process for each proposal. If approved, there is no anticipated impact to the approved Fiscal Year 2023-24 or 2024-25 budgets.

BACKGROUND:

Earlier this spring, staff met with community organizers who shared their interest in bringing forward public art to the community in the form of murals on local businesses in the downtown area. In similar conversations, staff met with the Beautification Foundation

who shared there was a potential community donor for one or more sculptures to be placed in a public setting, such as a City park. Additionally, a local service organization has interest in supporting beautification of pedestrian pathways in the downtown core. With all of this positive energy around increasing the amount of public art and vibrancy within our community, staff began work to draft a policy and application processes to review and approve public art requests.

At their July 17, 2023 meeting, the Parks and Recreation Commission received a presentation on these public art processes and recommended approval of the proposed mural permit and public art donation and installation policy. Under the proposed pilot programs, the Parks and Recreation Commission's role will be to review and recommend approval or denial of public art proposed to be installed in public spaces such as City-owned parks, facilities, or right-of-way.

The creation of a mural permitting process and public art donation and installation policy are in line with the City Council's adopted goals for Fiscal Year 2023-34, specifically objectives under goal 5.41, to support arts & culture initiatives and work towards establishing a comprehensive Public Art Policy.

Furthermore, the Public Art Donation and Installation Policy is consistent with General Plan Implementation Action AC1.C "Adopt an Art in Public Places program and ordinance to ensure that public art projects occur efficiently and in a way that meets citywide objectives."

DISCUSSION:
Both the proposed Mural Permit Application and Public Art Donation and Installation Policy are intended to support community initiatives to bring more art to our community. Staff has put in place a structure that allows for administrative review at a staff level, and utilize appropriate commission expertise, where necessary, to review proposals in a public forum.

Both programs are being presented as a one-year pilot program, as staff expects to learn from these processes and will continually review and update procedures as necessary, in order for the programs to remain successful for applicants, staff, and reviewing bodies. At this time, staff is not proposing a fee for either application process which should act as an incentive to encourage art installations during the pilot program period.

Both program processes are summarized below, with more detail provided in the accompanying attachments:

Mural Permit Application (Proposals on privately-owned property):

- Application that includes the creator of the mural, approval from property owner, and detailed information about proposed artwork.
- Depending on the location, may require public noticing requirements.

- Approval or denial completed at the staff level: Community Development Director.
- Appeals may be submitted to the City Council.
- No proposed application fees at this time.
- All installation costs are the responsibility of the applicant.

Public Art Donation and Installation (Proposals for City parks, facilities, right-of-way):

- Application detailing proposed artwork and location. Will include information about the artwork, creator, and individual or organization sponsoring the temporary or permanent donation of artwork.
- Initial review at staff level for feasibility of artwork installation and proposed location.
- Formal review and approval/denial with the Parks and Recreation Commission, or other applicable commission.
- Completion of City's Donation and Charitable Gifts application for those pieces that are intended to be permanently donated to the City.
- Appeals may be submitted to the City Council.
- No proposed application fees at this time.
- All installation, maintenance, and deaccession costs are the responsibility of the applicant.

Staff views both of these pilot programs as an initial step to support existing, and future, community initiatives that aim to bring more beauty, creativity, and vibrancy to our community. Staff will continue to study and develop a more comprehensive public art program which may include consideration of creating a St. Helena Arts Committee, and implementation of future development fees intended to support the purchase, curation, and/or placement of public art spearheaded by the City in partnership with the community. Staff will bring back an update on a full public art program and potential percent for arts fee recommendation at a future City Council meeting.

ENVIRONMENTAL REVIEW:
There is no environmental impact with the proposed approval of these policies and application processes. Each artwork proposal will be individually reviewed for environmental and site impacts.

DOCUMENTS ATTACHMENTS:

Mural Application and Public Art Installation Resolution _08.08.2023
Mural Permit Application _2023
Public Art Donation and Installation Policy_08.08.23
Public Art Donation and Installation Application_2023
Acceptance of Donations to the City Policy_2020

CITY OF ST. HELENA

RESOLUTION NO. 2023-

Resolution of the City Council of the City of St. Helena Approving a Pilot Mural Permit Application and Public Art Donation and Installation Policy

RECITALS

A. The City recognizes that there is community interest and support to increase art and vibrancy within St. Helena through public art installations; and

B. There is currently no adopted policy or framework specific to the review and permitting of public murals and art installations; and

C. The creation of a mural permitting process and public art donation and installation policy are in line with the City Council's adopted goals to support arts & culture initiatives and work towards establishing a comprehensive Public Art Policy; and

D. The Public Art Donation and Installation Policy is consistent with General Plan Implementation Action AC1.C "Adopt an Art in Public Places program and ordinance to ensure that public art projects occur efficiently and in a way that meets citywide objectives; and

E. Staff proposes initiate a Mural Permit Application and Public Art Donation and Installation Policy as a pilot program, which will be initial steps towards supporting a future comprehensive public art program; and

F. The pilot Mural Permit Application and Public Art Donation and Installation Policy are consistent with City Council Policy P-FI-0020, Acceptance of Donations and Charitable Gifts to the City.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ST. HELENA AS FOLLOWS:

SECTION 1. Approves the City of St. Helena Mural Permit Application and accompanying administrative review process.

SECTION 2. Approves the City of St. Helena Public Art Donation and Installation Policy.

Approved at a Regular Meeting of the St. Helena City Council on August 8, 2023, by the following vote:

Mayor Paul Dohring: _____

Vice Mayor Eric Hall: _____

Council Member Anna Chouteau: _____

Council Member Lester Hardy: _____

Council Member Billy Summers: _____

APPROVED: ATTEST:

_____ _____

Paul Jamison Dohring, Mayor Cindy Tzafopoulos, City Clerk

Community Development Department
Planning Division
1088 College Ave.
St. Helena, CA 94574
(707) 968-2659

ART MURAL PERMIT APPLICATION AND REVIEW PROCESS

This application encourages the display of art murals on publicly visible or accessible areas on private property on a content-neutral basis under certain terms and conditions. Murals comprise a unique medium of expression that serves the public interest. Murals confer benefits including improved aesthetics, avenues for original artistic expression, public access to original works of art, community participation in the creation of original works of art, community-building through the presence of an identification with original works of art, education about the history of the City of St. Helena depicted in original works of art.

APPLICATION PROCEDURE

A. Murals shall only be permitted on:

1. Properties in commercial, industrial, service commercial, and mixed-use zones that are not zoned exclusively residential, and
2. Residential walls directly adjacent to a city-designated alleyway.

B. Any person, firm, corporation, or other entity desiring to place a mural on any property shall first submit an application to the Community Development Department. A mural permit application shall include the following information:

1. Name and address of the creator of the mural.
2. Name and address of the owner, operator, or person in possession of the premises where the mural is proposed to be located.
3. A detailed drawing or sketch of the proposed mural that is to scale and in color.

C. There are currently no mural permit fees required at this time.

D. The Community Development Department shall review each application for completeness. If the mural is located on a building included on the Historic Resources Master List or HP Overlay, an evaluation by an architectural historian of any potential impact to the integrity of the building is required to be submitted with the mural permit application. To determine if the building is on the Historic Master List, please email Senior Planner Aaron Hecock at Ahecock@cityofsthelena.org .

E. **Noticing:** The Planning Division on a case-by-case basis, depending upon the location of the art, shall determine public notification requirements for each art installation submittal. City notification could include mailing to property owners and tenants with a radius to be determined by Planning staff. Staff will notify City Council and City Management within five (5) days of receiving permit.

F. The Community Development Director's decision to issue or deny the mural permit shall be final, unless any aggrieved party submits a written request for appeal of the City's decision (along with any applicable appeal application and fees established by City Council resolution) to the City Council, care of the Office of the City Clerk, during City's regular business hours, within 7 (seven) calendar days from the date of the decision.

G. A permit issued is granted for the specific design and one-time production of the mural as presented in the application. Any proposed alterations must be first submitted to the Community Development Director for review and re-issuance of the mural permit.

APPROVAL CRITERIA

H. Applicants seeking approval of an art installation shall prepare their design with the following criteria in mind, such that the art incorporates consideration of the following:

- A location with visibility to the public.
- Context of the space with a relationship to the immediate area.
- Demonstrates artistic merit and quality.
- Any mural proposal should not be commercial in nature or serve as a commercial advertisement.
- Addresses technical issues such as wall quality, graffiti protection, vandalism and lighting.
- Artistic value, created by an experienced artist with prior art experience. Artistic creation or painting of the art shall be completed by the artist. Student artists are acceptable as long as on-site guidance and oversight is provided by an experienced artist.
- Community projects must be undertaken under the direction and on-site oversight of an experienced artist.
- Design includes durable, graffiti resistant, and weather resistant materials.

CONTINUE TO PAGE 3

ART MURAL PERMIT APPLICATION

Community Development Department
Planning Division
1088 College Ave.
St. Helena, CA 94574
(707) 968-2659

FILE NUMBER_____

ZONING_____

For additional information, zoning, forms & documents please visit us on the web at: www.cityofsthelena.org/planning

PROPOSED MURAL INFORMATION:

Project Name_____

Project Site Address_____

Assessors Parcel Number (APN)_____—_____—_____

Additional APN_____—_____—_____

BRIEF MURAL SUMMARY: (Please also complete the attached questionnaire on PAGE 6)

_____
_____
_____
_____
_____
_____
_____

APPLICANT/ CREATOR(S) INFORMATION

Name_____

Address_____

City_____

State_____**Zip**_____

Phone_____

Email_____

Artist Website_____

PROPERTY OWNER INFORMATION

Name_____

Address_____

City_____

State_____**Zip**_____

Phone_____

Email_____

NOTE: Additional property owner(s) and/or applicant(s) information (name, address, phone number, email, and signature) shall be attached to the application. In the case of partnership, all general and limited partners shall be identified. In the case of a corporation, all shareholders owning 10% or more of the stock and all officers and directors shall be identified.

PROPERTY OWNER(S) AUTHORIZATION

I/We, _____ hereby grant authorization to applicant to place a mural according to the statements in this application.

ACKNOWLEDGMENT: I understand that the granting of this permit is contingent upon compliance with all conditions of approval on the following page and other applicable City, State, and Federal regulations. I hereby certify that I have read the statements contained in this application and that they are true and correct.

In the event the City is required to take legal action to enforce any of the terms and conditions of this application, applicant and property owners agree to pay to City reasonable attorney fees and costs incurred in such action.

We, the owner and the applicant, will defend, indemnify, and hold the City, its agents, officers, and employees harmless from any claim, action or proceeding to attack, set aside, void or annul an approval of the City concerning the project, as long as the City promptly notifies the applicant of any such claim, action, or proceedings and the City cooperates fully in the defense. We have also reviewed the requirement to disclose the complete list of partners and/or shareholders.

Date:_____ **Applicant's / Creator's Signature:**_____

Date:_____ **Applicant's / Creator's Signature:**_____

Date:_____ **Owner's Signature:**_____

Date:_____ **Owner's Signature:**_____

SUBMITTAL REQUIREMENTS

☐ Detailed sketch of proposed mural to scale and in color (size 11x17)
☐ Photographs of proposed site and surroundings.

CONTINUE TO PAGE 5

CONDITIONS OF APPROVAL: **PROJECT ADDRESSS**: _____

Applicant and Property Owner: Please initial to acknowledge each condition below.

ALL MURALS MUST MEET ALL OF THE FOLLOWING REQUIREMENTS: Failure of both Applicant(s) and Property Owner to acknowledge each condition will render the application incomplete.	APPLICANT INITIALS	PROPERTY OWNER INITIALS
1. A new mural shall remain in place, without alteration, for a minimum period to be determined by the applicant, but not less than one-year. A mural may be removed prior to the expiration of the permit under the following circumstances: ◊ The property on which the mural is located is sold; or ◊ The structure or property is substantially remodeled or altered in a way that precludes continuance of the mural; or ◊ The property undergoes a change of use authorized by the Building Division, the Planning Division or the Planning Commission.		
2. The mural shall not cause a pedestrian or vehicular safety hazard, including hazards in the form of impediments to the ingress and egress of pedestrians or vehicles during the production of the mural or in the form of a distraction to motorists. Prior to work occurring in the right of way, an approved encroachment permit shall be received from the Public Works Department. https://www.cityofsthelena.org/sites/default/files/fileattachments/public_works/page/2491 encroachment_permit_fillable.pdf		
3. A mural shall not be placed over the exterior surface of any building opening, including, but not limited to, windows, doors, and vents in such a way that blocks or restricts access to the opening.		
4. No part of the mural shall exceed the height of the structure to which it is tiled, painted, or affixed.		
5. No part of the mural shall extend more than six (6) inches from the plane of the wall upon which it is tiled, painted, or affixed.		
6. By the owner's signature below, the owner of the property on which a mural is installed consents to its installation and agrees, jointly and severally with the applicant, to ensure that the mural will be installed and at all times maintained in full compliance with requirements of this application.		
7. Mural proposals set forth in any application for a new mural or any application to modify the appearance of an existing mural or any other terms of an existing mural permit shall also comply with any and all written policies or guidelines adopted by the City Council resolution which are operative at the time a completed application is submitted, including the payment of all required fees. The permit fee may be waived or reduced if there is a demonstrated educational component, pursuant to a written curriculum submitted by the applicant that engages youth.		

Date:_____ **Applicant Signature:**_____

Date:_____ **Artist Signature:**_____

QUESTIONNAIRE:

Please complete the following:

1. Briefly describe the proposed mural and its relation to the building, the surrounding neighborhoods and the community served by the business or agency where the mural will be painted.

_____
_____
_____
_____
_____

2. Describe the wall and site where the mural will be located, including the size of the mural in relation to the actual wall size, street intersection, direction the mural will face, physical condition of the wall (cracks, leaks, concrete, wood, etc.) and visibility to the public.

_____
_____
_____
_____
_____

3. Describe the sponsoring organization (if applicable) including a brief narrative, date established, community served and contact information.

_____
_____
_____
_____
_____

4. Specify type of paint or other materials to be used and include technical information about the material's durability, longevity and toxicity. (Example: Sherwin Williams, Exterior Ultra)

_____
_____
_____
_____
_____

5. If the mural will be attached to the wall, describe the materials and include a drawing of the attachment plan.

_____
_____
_____
_____
_____

CONTINUE QUESTIONNAIRE ON PAGE 7

QUESTIONNAIRE CONT.:

6. Briefly describe the lead artist's experience working as a muralist and describe collaboration with community groups (if applicable).

_____
_____
_____
_____
_____

7. List additional artists working on the project. *Optional: for each artist, provide a resume or bio, and up to six (6) images of the artist's work with an image list that includes the location, budget, year completed and a description of the artist's role (e.g. lead, collaborator, assistant.)*

_____
_____
_____
_____
_____

8. Outline your safety plan for painting or installing the mural. Will you be blocking a public right of way such as a sidewalk or street? If you will use scaffolding, lifts or ladders, include a plan for maintaining access to sidewalks, streets and businesses and insuring the safety of the public and the artists. (Note: if blocking sidewalk or public right of way, an approved encroachment permit from the City is required)

_____
_____
_____
_____
_____

9. Attach letters of support from community, property owner and/ or surrounding businesses. (optional, but highly recommended)

10. What is the mural timeline for completion and lifespan?

_____
_____

OFFICE USE ONLY

☐ **APPROVED** **SIGNATURE:** _____

☐ **DENIED** **DATE:** _____

REASON: _____

CITY OF ST. HELENA PUBLIC ART
DONATION AND INSTALLATION
PILOT PROGRAM

I. PURPOSE

The City of St. Helena (City) supports the placement of artwork in public places, recognizing the value of public art to our residents and visitors alike. The City recognizes that art provides cultural and economic benefits for residents and visitors. Therefore, it is important to promote, support and increase the creation of public art displays within the City of St. Helena to provide an opportunity for personal and community reflection, promote the City's attributes and enhance its image for the enjoyment and benefit of the residents, businesses, employees and visitors.

II. OVERVIEW

This pilot program provides a process for approval of donated public artwork that will be donated or funded through private donation or grant, and are proposed to be installed in public spaces, City buildings and rights-of-way. This includes, but is not limited to, community initiated public art projects where a commercial property owner, artist, member of the public, a neighborhood group or other community organization and/or private donor who submit proposed installations of works of art.

The Parks and Recreation Commission will be the responsible entity for approving specific artwork/projects and may, from time to time, seek outside expertise to assist with its decisions. The purpose of these guidelines are to create a framework for both the donor and commission to follow in the application and review process including:

1. Procedures to review offers of artwork placement and maintenance
2. Criteria for artwork selection, location, and site selection
3. Process for removal or deaccession of artwork

Specific submittal requirements for proposed artwork/projects will be included with the application packet provided by the Parks and Recreation Department. All completed applications are to be submitted to the Director of Parks and Recreation for initial review and recommendation to the Parks and Recreation Commission. Proposals of artwork/projects on which do not receive Commission approval, may be appealed to the City Council if rejected by the Commission.

III. DEFINITIONS

A. Artist - An individual generally recognized by critics and peers as a professional practitioner of the visual arts as judged by the quality of the professional practitioner's body of work, educational background, experience, past public commissions, sale of works, exhibition record, publications, and production of Artwork.

B. Public Artwork - Any artwork which is publicly visible in a City-owned or managed space that is intended to enrich the public environment for both City residents and visitors. Artwork shall include, but not be limited to, sculptures, murals, paintings, graphic arts, mosaics, photography, crafts, mixed media, and environmental works.

C. Donor - The terms "donor", "donate" and all derivations thereof shall refer to the act of, and/or person responsible for, submitting proposal(s) for placement of Public Artwork in a Public Place, pursuant to this Policy and includes any form of proposal, including without limitation a proposed donation, lease, loan, license, gift,

or as may otherwise be applicable for a given proposal.

D. Public Place – Any City-owned or managed structure or open space that is visible or accessible from a public right of way, such as sidewalks, streetscapes, plazas, parks, buildings, bridges, and recreational facilities. This policy shall govern public artwork in the following public places:
- City-owned or leased parks;
- City-owned or leased open building and facilities;
- City managed right of ways;
- City-owned or leased pathway or trail system.

IV. ROLES AND RESPONSIBILITIES

A. Parks and Recreation Department Staff:
1. Oversee and manage the ongoing operation of Public Art Donation and Installation Program
2. Propose, review and make recommendations to the Parks & Recreation Commission regarding all artwork/projects that meet the pilot program's criteria;
3. Present appeals to the City Council for proposed artwork/projects that are rejected by the Commission.

B. Parks and Recreation Commission:
1. Review and approve or reject artwork/projects through public meetings to obtain input from the community;
2. Periodically review and make modifications, as necessary, to these guidelines used to implement and administer the program.

C. City Council:
1. Consider appeals of proposed non-City funded artwork/projects on public rejected or approved by the Parks and Recreation Commission.

D. Other City Departments:
1. Provide assistance as needed to implement the program and complete the approved artwork/projects. The types of assistance that may be provided include but are not limited to: technical advice, assistance with permits, policy enforcement and coordinating installations/removals of artwork.

E. Artists/Donors/Community Organizers:
1. Submit all materials requested on the application.
2. Conduct necessary research, attend meetings, participate in presentations, and make site visits when necessary.
3. Work closely with Staff and others involved in the artwork/project to help coordinate outreach, installation, and maintenance/repairs as stipulated in agreement with City staff.
4. Grant the City of St. Helena ownership of the piece in accordance with the City of St. Helena's Acceptance of Donations and Charitable Gifts Policy
5. Provide proper insurance (when deemed necessary) as stipulated by the City of St. Helena's Administrative Services Department.
6. Adhere to all other conditions as agreed upon and stipulated within the agreement

V. APPLICATION PROCESS

A. **Initiation of Proposed Projects/Artwork** – Artists, donors, community organizers and/or others interested in collaborating on a public artwork/project may submit

proposals for consideration or donation. Interested parties should submit a letter or email of intent to the Parks and Recreation Director by emailing recreation@cityofsthelena.org or mailing a proposal to 1574 Railroad Ave, St. Helena CA 94574. Initial outreach should include details or artwork being proposed and requested location. Completed applications are helpful, but not required at the initial outreach**.**

B. **Application –** Once deemed potentially feasible by the Parks & Recreation Department, the artists, donors, community organizers and/or others interested in collaborating on a public artwork/project shall submit a completed application to the Parks and Community Services Department. The application form will be due at the time of submission to the Parks and Recreation Department for initial screening and evaluation, using the considerations and eligibility requirements outlined below. Applications may be routed to other departments and City administrative staff for additional review.

C. **Parks and Recreation Commission Review** – The Parks and Recreation Commission will approve or reject proposals based on the established considerations within these Guidelines. This process will take place in an open forum during a scheduled Parks and Recreation Commission meeting. Prior to, or during that meeting, the commission reserves the right to request assistance from established artists and/or creative professionals appointed as part of a Technical Assistance Panel (TAP). This panel will be selected and made known to applicant and commissioners prior to the public meeting.

D. **Completion of City's Donation and Charitable Gifts Application *(only for proposals that are intended to be donated to the City)*** – Any donation to the City valued will follow the City's adopted Donation Policy. Proposed artwork valued up to $10,000 may be reviewed and accepted at a staff level. Any donations over $10,000 require City Council approval and will be taken forward expeditiously for Council review.

E. **Appeals** - If applicable, City Council will consider appeals for artworks/projects not approved by Parks and Recreation Commission.

VI. ARTWORK/PROJECT CONSIDERATIONS, ELIGIBILITY REQUIREMENTS AND STANDARDS

All projects and artwork considered through the City of St. Helena Public Art Donation and Installation Program, shall be reviewed utilizing the following considerations, eligibility requirements and standards.

A. **General Artwork/Project Considerations** - All proposals will be evaluated using the considerations listed below:
   1. Qualifications: Artistst qualifications as demonstrated by past work and the appropriateness of their concepts to the particular project.
   2. Quality: Design capabilities of the Artist and the inherent quality of Artwork.
   3. Artistic Value: Public artwork shall have a recognized aesthetic value.

CITY OF ST. HELENA PUBLIC ART
DONATION AND INSTALLATION
PILOT PROGRAM

4. Media: forms of visual arts should be considered.
5. Style: Artists whose artworks are representative of all mediums, styles and tastes shall be considered.
6. Appropriateness to Site: Artwork designs shall be appropriate in scale, material, form and content to their immediate social and physical environments.
7. Size and Weight of Artwork: Public Artwork shall be of appropriate and suitable weight to sustain interaction with the public.
8. Community Enhancement: Artworks should address a commitment to enhancing public spaces, creating a sense of place and giving character to neighborhoods.
9. Permanence: Consideration shall be given to structural and surface integrity, permanence and protection of the proposed artwork against theft, vandalism, weather, excessive maintenance and repair costs.
10. Elements of Design: Consideration shall be given to the fact that Public Artwork is a genre that is created in a public context and that must be judged by standards that include factors in addition to aesthetic value. Public Artwork may also serve to establish focal points; terminate areas; modify, enhance or define specific spaces; establish identity; or address specific issues of urban design.
11. Community Values: While free artistic expression shall be encouraged, consideration must be given to the appropriateness of Artwork in the context of local community and social values.
12. Public Liability: Safety conditions or factors that may bear on public liability must be considered in selecting an Artist or Public Artwork.
13. Diversity: Public Artwork shall strive for diversity of style, scale, media and artists.
14. Maintenance: Consideration shall be given to the type and scope of maintenance necessary to preserve the public artwork.

B. Site/Placement Considerations – May include public spaces, rights-of- way or City facilities. The following will be used when evaluating and selecting site/placement and will include, but may not be limited to:

1. Installation: The Artwork shall be able to be properly installed in a Public Place where it can be viewed by the public in a safe manner.
2. Location: The Artwork shall be compatible with the design and location of the Public Place. The Artwork shall also be compatible with the historical character of the site as well as the preservation and integration of the natural features of the Artwork.
3. Site Infrastructure: The Artwork shall be compatible with the site infrastructure including, but not limited to, landscaping, drainage, grading, lighting and seating.
4. Impacts: The Artwork shall be compatible with adjacent property owners' views and uses of their property and City operations. Consideration shall be given to noise, sound, and light of the Artwork.
5. Accessibility: The Artwork shall comply with American with Disabilities requirements in addition to related federal, state and local codes.

CITY OF ST. HELENA PUBLIC ART
DONATION AND INSTALLATION
PILOT PROGRAM

VII. DEACCESSION OF ARTWORK/PROJECTS FROM THE CITY OF ST. HELENA ART COLLECTION

The process for the removal, sale, relocation, and/or disposal of public works of art in the City of St. Helena art collection, including removal of the artwork from its public site may be considered for deaccession under the following conditions:

- Security: The condition or security of the Artwork cannot be reasonably guaranteed.
- Theft: All stolen artworks will be documented through an official police report and a report prepared by the agency responsible for the site of loss.
- Damage beyond repair: The Artwork has been damaged beyond repair, damaged to the extent that it no longer represents the artist's intent, or damaged to the extent that the expenses of restoration and repair is found to exceed current market value of the artwork. In the event the artwork is damaged, staff will prepare a report that documents the original cost of the artwork, estimated market value, and the estimated cost of repair.
- Loss of site: Every attempt will be made to find a suitable location for every artwork in the City's art collection; however, lack of siting or proper storage could merit deaccessioning.
- Site alteration: for site-integrated artwork, if the site for which a piece of artwork was specifically created is structurally damaged or otherwise altered so that it can no longer accommodate the work, or if the piece is made publicly inaccessible by a change in its surrounding environment such as new construction or demolition, that artwork may be considered for deaccession.
- Temporary placement: The Artwork was purchased as a semi-permanent acquisition and the City's obligation is terminated.
- Safety - The Artwork poses a danger to public safety.

In the event that works of art are threatened by any of the above criteria, staff will prepare a recommendation for deaccession of artwork for review, evaluation, and action by the Parks and Recreation Commission and if necessary, City Council.

Artists whose work is being considered for deaccession shall be formally notified by mail using the current address of record originally provided by the artist.

The Parks and Recreation Commission's action regarding deaccessioned artwork will be transmitted to the City Manager's Office.

VIII. SPECIAL PROCEDURES FOR HISTORIC SITES AND PROPERTIES

When public art is part of a designated local historic site or property undergoing remodeling, or public art is considered for a designated local historic site or property, the following tasks and procedures are necessary:

- The Scope of Work for potential artworks being placed in, or part of, a designated historical space shall be developed with the input of the Community Development Department.
- Artists, donors, or community organizers shall research the historical, architectural, cultural and social character of the site or property to develop an understanding of the historical context.
- Public artists shall work with City Staff as necessary, to identify principles that

balance preserving and reinforcing the prominent features of a site or property with adding vital new public art component(s).

IX. ADDITIONAL CONSIDERATIONS

A. Artistic Freedom of Expression**:** The City recognizes that free expression is an important component to an artwork's enduring quality. At the same time, artwork must be compatible to its location and context to community settings. It is the practice of the City to encourage free expression by artists consistent with due consideration of the value, aspirations, and character of the community

B. Non-Discrimination **-**The City recognizes that cultural and ethnic diversity is essential in programs sponsored by the City and seeks to be inclusive in all aspects. The City will not discriminate against any artist or donor based on race, gender, ethnicity, age, socio-economic class, religion, sexual orientation, skills and abilities, and politics among other qualities.

C. Compliance with Laws **-** The City reserves the right to require that placement of Artwork in a Public Place comply with all applicable local, state, and federal laws.

CITY OF ST. HELENA PUBLIC ART DONATION AND INSTALLATION APPLICATION

Date: _____

Artwork Description: _____

Proposed Location: _____

Applicant Name:	**Applicant is the** *(check one)*: ☐ **Artwork Owner** ☐ **Artist** ☐ **Non-Profit Rep** ☐ **Other:** _____
Property Owner Name *(if other than applicant):*	**Community Organization Name** *(if applicable):*

APPLICANT'S SIGNATURE: By signing below I certify that the information provided in this application is true and correct; and I have read and understand the application submittal requirements; I accept and will abide by the qualifications, terms and conditions set forth in this application, the City of St. Helena, and by the Parks and Recreation Commission.

Name: _____ Email: _____

Address: _____ Phone #: _____

Signature: _____ Date: _____

ARTWORK OWNER (S)' SIGNATURES (*attach additional sheets if necessary):* **By signing below I/We certify that the information provided within this application is true and correct and I/We are the owner(s) of the property located at the above mentioned project address and to the best of my/our knowledge, there are no current code enforcement issues on this property; I/We have read and understand the Application Submittal Requirements; I/We authorize the applicant listed above to apply for Commission approval and complete the work that is approved and will accept and abide by the conditions set forth in this application, the City of St. Helena, and by the Parks and Recreation Commission; and I/We hereby consent to the performance of the work at the project address listed above.**

Name: _____ Email: _____

Address: _____ Phone #: _____

Signature: _____ Date: _____

Name: _____ Email: _____

Address: _____ Phone #: _____

Signature: _____ Date: _____

SUBMIT your completed application and required materials to the Parks and Recreation Department at the address below. You will be notified of the date and time the Commission will meet to review your submittal. Your attendance at the meeting is not required but is highly recommended. If you need help with the application or have questions, contact Parks and Recreation Department staff by calling (707) 968-9222.

St. Helena Parks and Recreation Department
1574 Railroad Avenue St. Helena, CA 94574 (707) 968-9222

CITY OF ST. HELENA PUBLIC ART DONATION AND INSTALLATION APPLICATION

APPLICATION INSTRUCTIONS: In addition to the completed application, your submittal must include, but may not be limited to, the following information:

1. High Quality Images of the proposed art piece
2. Written description of proposed artwork, including but not limited to:
    a. Dimensions;
    b. Weight;
    c. Materials
    d. Installation process;
    e. Expected life span;
    f. Maintenance plan (include person(s) responsible for ensuring the upkeep, both financially and physically); and
    g. Other physical characteristics or requirements.
    h. Estimated Value
3. Sketch or map showing where proposed artwork will be located.
4. Notation of whether the artwork is intended to be permanently donated* to the City or loaned on a temporary basis.

For those applicants seeking assistance from the City, your submittal must also include, but may not be limited to:

1) Detailed budget, including all costs associated with the design, creation, installation and maintenance of the proposed artwork and funding sources.
2) Written narrative indicating type of assistance requested needed to complete the donation and installation process .

For those applicants seeking approval to locate artwork on public property, rights-of-way or in City facilities, your submittal must also include, but may not be limited to:

1) Resume of person(s) who will design, create, and/or perform installation. If more than one person is involved, indicate who is responsible for overseeing the entire process. Resume must include, at minimum, artist's name, contact information, qualifications, past experience, and references.
2) Project timeline.

***NOTE**: Any artwork intended to be donated to the City on a permanent basis will require completion of the City's Acceptance of Donations and Charitable Gifts Application.

Title: Acceptance of Donations and Charitable Gifts to the City		Policy #	P-FI-0020
		Revision #	Release
		Implementation Date	2020-11-25
		Last Update Date	2020-11-24
Approval by City Council	Resolution 2020-118	Date Approved	2020-11-24

I. Purpose, Overview, and Scope of this Policy

The purpose of this Policy (the "Donation Policy") is to establish a policy that is consistent with the City's strategic goals for accepting donations in a transparent and accountable manner from individuals, community groups, and businesses wishing to make donations to the City. This policy establishes uniform criteria and procedures to guide the review and acceptance of such donations, confirm the City has adequate resources to administer such donations, and ensure that the City appropriately acknowledges the generosity of the donor. The City may accept or reject any gift or donation.

This policy does not replace reportable gift reporting as required under the Political Reform Act as outlined in California Government Code sections 91000-91014. The Fair Political Practices Commission (FPPC) requires all public officials and reporting employees to file a "Conflict of Interest Statement," known as Form 700. Nor does this Policy replace City Council Standards of Conduct as adopted in the *City Council Rules of Procedure for the Conduct of Council Meetings and Standard of Conduct*.

II. Authority

Updates to this policy require City Council approval.

III. Policy

1. DEFINITIONS.

    A. *City* or *City of St. Helena* shall mean and include the City of St. Helena, and any other affiliated agency created or activated by the City of St. Helena City Council, and any departments, boards and commissions thereof.
    B. *City Manager* means the City Manager or their designee.
    C. *City Official* shall mean every elected official, officer, agent, and employee of the City who is obligated to file an Annual Statement of Economic Interests FPPC Form 700) under state law or the City's current conflict of interest code.
    D. *City Venue* shall mean and refer to any facility owned, controlled, or operated by the City.

E. *Designated Donation* shall mean monetary donations whose expenditure is restricted to a Donor-specified purpose, which may identify a particular City department, program, project, or other purpose as the beneficiary of the donation. For example: such donations may include the funds directed to support a public art initiative or support construction of a skate park.
F. *Donation or Gift* shall mean a monetary contribution, personal property, real property, equipment, or any other asset that the City has accepted and for which the donor has not received any legal consideration in return. For the purposes of this Policy, the terms "donation" and "gift" shall be synonymous.
G. *Donor* shall mean a person or legal entity that proposes to provide a donation to the City.
H. *Endowment* shall mean monetary donations that are restricted by the respective donor to the extent that only earnings, and not principal, may be expended by the City for the donor's designated or intended purposes. Such donations are restricted donations in the sense that the donor-specified purpose is to preserve the corpus of the initial donation.
I. *FPPC* shall mean and refer to the California Fair Political Practices Commission.
J. *Memorial* is an item, object, or monument established to preserve the memory of a deceased person(s) or an event that occurred in the past.
K. *Tribute* shall mean an item, object, or gift designated to acknowledge the contributions of living people to society.
L. *Undesignated Donation* shall mean a donation made to the City by a donor without limitations or restrictions being placed upon its use.

2. TYPES OF DONATIONS.

A. Donations may be offered in the form of cash, real or personal property, or in-lieu contributions.
B. Designated donations are those donations that the donor specified for a particular City department, location, or purpose.
C. Undesignated donations are those donations that are given to the City for an unspecified use.

3. CONSISTENCY WITH CITY INTERESTS AND CONSIDERATIONS

A. Designated donations may only be accepted when they have a purpose consistent with the City's strategic goals and objectives and are in the best interests of St. Helena.

B. The City must always consider the public trust and comply with all applicable laws when accepting donations.
C. Before accepting a donation, consideration will be taken for the initial and future expenditures that may be required for use and maintenance of the donation. The City Manager will quantify the costs associated with both restricted and unrestricted donations before a donation is accepted. For example, possible clean-up costs of hazardous materials will be considered before real property is accepted.

4. ACCEPTANCE OF UNDESIGNATED DONATIONS OF CASH OR TANGIBLE ITEMS.

All donations to the City, including offers to employees related to the City, shall immediately be submitted for consideration for acceptance. Based on the value of the donation offered as outlined below, appropriate City staff shall review every donation and determine whether the donation is consistent with the requirements of this Policy and if the benefits to be derived warrant acceptance of the donation. The following are the threshold amounts for donation acceptance.

A. Offers of donations of cash or items valued at $1,000 or below may be considered for acceptance by a Department Director.
B. Offers of donations of cash or items valued more than $1,000 and up to $10,000 may be considered for acceptance by the City Manager.
C. Offers of donations of cash or items valued more than $10,000 must be considered for acceptance by the City Council. Donations valued at more than $10,000 shall be accepted through a written agreement consistent with these guidelines and approved by the City Council. The required written agreement may be incorporated into another agreement, such as a development agreement, if the donation is made as part of a proposed development or project. The Mayor and Vice Mayor shall review such offers of donation and provide a recommendation to the City Council.
D. Offers of donations for gratuitous purposes (e.g. holiday gift baskets, etc.) to any employee, department, or the City shall be made available to benefit all employees.
E. Offers of donations of wine and other alcoholic beverages shall be inventoried and placed in the City's wine cellar for use at City-sponsored events or used for charitable purposes as authorized by the City Manager.

5. ACCEPTANCE OF DESIGNATED DONATIONS OF CASH OR TANGIBLE ITEMS.

Based on the value of the donation offer as outlined in Section 4, appropriate City staff or the Mayor and Vice Mayor as provided in Section 4(C), will review the conditions of any designated donation and determine if the benefits to be derived warrant acceptance of the donation. Criteria for the evaluation include but are not limited to:

A. Consideration of whether an immediate or initial expenditure is required in order to accept the donation.
B. The potential and extent of the City's obligation to maintain, match, or supplement the donation.

6. ACKNOWLEDGEMENT AND ACCOUNTING OF DONATIONS.

A. For all donations provided to the City under $10,000, a Donations Acceptance Form is required to be completed by the receiving Department Director, the Finance Department, or the City Manager's Office in accordance with Section 4 (A) and Section 4 (B) of this Policy (form attached). The City Manager will acknowledge all donations by signing the designated space on the Donations Acceptance Form.
B. The City of St. Helena Finance Department is responsible for providing for the deposit and financial administration of any donation to the City. If necessary, the Finance Department shall track the proposed use of any such donation and shall maintain separate records of accounts showing receipts and disbursements if the donation is restricted.
C. A copy of the Donation Acceptance Form will be forwarded to donors by the receiving department and to the Finance Department.
D. Donations over $10,000 must be accepted by the City Council in accordance with Section 4 (C) of this Policy.
E. The Donor Acceptance Form, including donor names and donation amounts, are public information subject to disclosure pursuant to the California Public Records Act.

7. DECLINED DONATIONS.

A. The City of St. Helena reserves the right to decline any donation if, upon review, acceptance of the donation offer is determined at the sole discretion of the City to not be in the best interest of the City.

8. DISTRIBUTION OF DONATION.

   A. Tangible items will be distributed to appropriate City departments for use or, at the discretion of the Department Director or City Manager, disposed of in an appropriate manner according to this policy.
   B. Donations of cash for designed donations will be deposited into the appropriate revenue account for the designated City department.
   C. Donations of cash for undesignated donations under $5,000 will be deposited into the City's General Fund Other Revenue account. Undesignated donations in an amount of $5,000-$25,000 will be designated to the Non-Profit Grant Program. Undesignated donations in an amount over $25,000 will be distributed at the direction of City Council.

9. DISPOSITION

   Unless restricted otherwise in writing, the City may keep, sell, or dispose of a donation.

10. DISSEMINATION OF INFORMATION.

    A. A copy of each Donation Acceptance Form for accepted donations shall be forwarded to the Finance Department and the designated department for which the donations was assigned.
    B. Accepted donations above $5,000 shall be reported to the City Council in the Grant Report presented each quarter at a City Council meeting.
    C. Each original Donation Acceptance Form shall be maintained by the City Clerk's Office.

11. DONATIONS AS CHARITABLE CONTRIBUTIONS

    A. When Qualified
        i. A donation to the City may be tax deductible as a charitable contribution if the donation is made exclusively for a public purpose as described in the IRS Code at 26 U.S.C.§ 170(c)(1).
        ii. The City does not provide legal, accounting, tax, or other such advice to donors. Each donor is ultimately responsible for ensuring the donor's proposed donation meets and furthers the donor's charitable,

financial, and estate planning goals. As such, each donor is encouraged to meet with a professional advisor before making any donation to the City.

iii. The City Manager will provide donors whose donations are accepted with a written statement that includes the following information required by the Internal Revenue Code 1.170A-13 and as described in IRS Charitable Contributions, Substantiation and Disclosure Requirements, Publication 1771. The City will not make a determination of whether the donation is tax deductible.

1. Name of donor/Name of organization
2. The amount of cash contribution
3. A description (but not the value) of non-cash contribution
4. Date of receipt
5. A statement that no goods or services were provided by the City in return for the contribution/donation, if that was the case
6. A description and good faith estimate of the value of goods or services, if any, that the City provided in return for the contribution/donation

12. ACCEPTANCE OF GIFTS TO EMPLOYEES AND/OR ELECTED OFFICIALS OF THE CITY.

A. Employees and officials of the City are required to be objective and fair in dealing with the public and persons or firms doing business with the City. Employees shall not solicit or accept gifts or gratuities for the performance of their City job responsibilities.

B. No City official or employee shall directly or indirectly solicit, accept, or attempt to accept any money, fee, credit, gift, gratuity, object of value, or compensation of any kind which the official or employee knows, or has reason to know is being offered:

i. For the purpose of improperly obtaining or rewarding favorable treatment;

ii. With interest to influence the official or employee in the discharge of official duties;

iii. In consideration of having exercised official powers or performed official duties.

C. Anonymous gifts shall be delivered to the City Manager or designee for appropriate disposition.

D. This policy does not prohibit a City official from accepting anything of value by way of a gift when such a gift is made to and accepted on behalf of, the City of St. Helena. All such gifts to the City shall be forwarded to the City Manager for compliance with this Policy whenever possible; the City Manager or designee will ensure that all such gifts are disposed of accordingly. An example of such gifts would be those received during holiday periods.

IV. Forms

A. City of St. Helena, California Donation Acceptance Form

B. City of St. Helena, California Donation and Gift Policy Acknowledgement

CITY OF ST. HELENA - DONATION ACCEPTANCE FORM

Name of Donor: _____

Address: _____ City: _____ State: _____ Zip: _____

Description of Donation: _____

_____

Donor estimate of current value: _____

Potential immediate/initial acquisition or installation cost, on-going maintenance or replacement cost:

_____

Intended use: _____

_____

Conditions of acceptance or donor designation: _____

_____

Remarks: _____

_____

_____

City Department receiving donation: _____

APPROVED ☐ DISAPPROVED ☐

_____ _____
Date Department Head Signature

_____ _____
Date City Manager Signature

_____ _____
Date Submitted to Council Date Approved by Council/Resolution No.

CITY OF ST. HELENA - DONATION AND GIFT POLICY ACKNOWLEDGEMENT

I have received and read the City of St. Helena Donation and Gift Policy P-FI-0020 and understand its provisions. I further understand that when I sign this acknowledgement form it will be placed in my personnel file.

_____
Employee (PRINT name)

_____
Signature

_____
Date

BLUE ZONES PROJECT

August 8th, 2023

City of St. Helena – City Council
1088 College Avenue
St. Helena, CA 94574

Re: Support for proposed pilot Mural Permit Application and Public Art Donation and Installation Policy

Dear Councilmembers:

Blue Zones Project Upper Napa Valley enthusiastically supports staff's recommendation to adopt a resolution allowing for the implementation of a pilot Mural Permit Application and Public Art Donation and Installation Policy.

As part of the St. Helena Chamber & Beautification Foundation's Downtown Art Committee, Blue Zones Project has been supporting the initiative to bring a mural to downtown St. Helena over the past year. Blue Zones Project understands the value that public place-making efforts add to the livability of communities, such as alleyway activation, murals, and the creation of additional open-air places for eating, entertainment, and strolling.

We encourage the city to move forward with a pilot program and eventually develop a formal public art policy.

Thank you for considering this important step to add public art to our community, support place-making opportunities, and nurture the creativity of St. Helena's residents.

Sincerely,

Joaquin Razo
Executive Director

Kelly Bond
Public Policy Advocate

1422 Main Street
Saint Helena, CA 94574
unv.bluezonesproject.com

POWERED BY: AdventistHealth

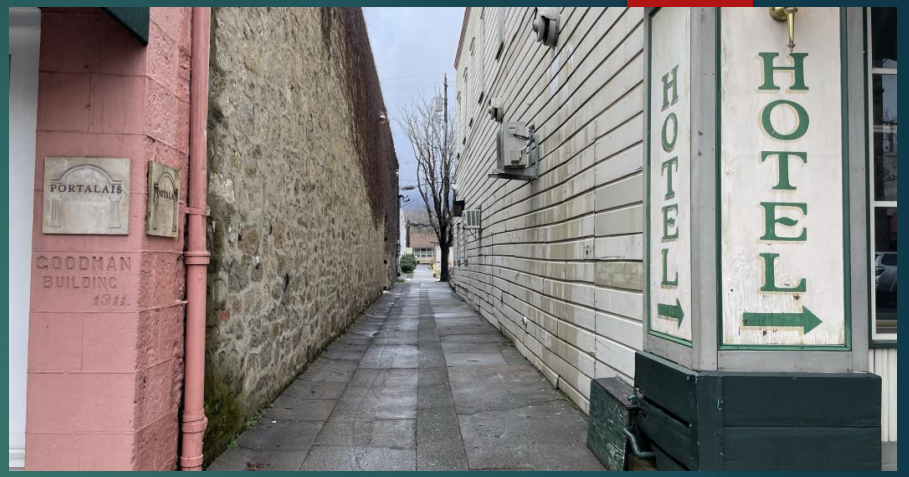
Public Art: Mural Permit and Public Art Installations

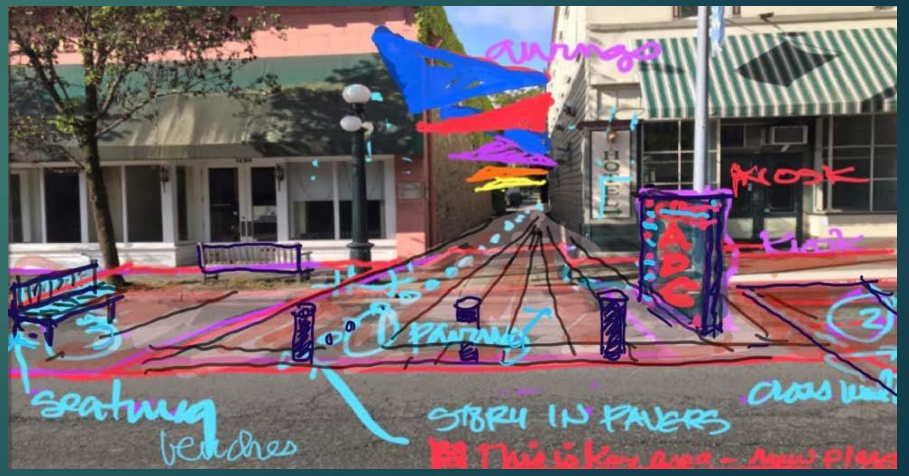
ST. HELENA CITY COUNCIL

AUGUST 8, 2023

- *Momentum Around the Arts*
  - *Local organizations*
  - *Chamber of Commerce*
  - *Beautification Foundation*
  - *Service clubs*
  - *Private donors*
- *Currently no adopted Public Art Policy*
- *Donation and Charitable Gifts Policy adopted in 2020*

- *City Council Goals*
  - *Support arts & culture initiatives and work towards establishing a Public Arts Policy*
- *General Plan –Arts, Culture, Entertainment*
  - Adopt an Art in Public Places program to ensure that public art projects occur efficiently and meet citywide objectives.
- *Urban Land Institute Report*
  - "Opportunities include raising ambition for the public realm through an expanded, walkable network…and an increase of public art."





Mural Permit & Public Art Installation

- *Designed to support artists, artwork owners or community organizations who wish to create or donate artwork to be displayed in a public space*

- *Procedures*
  - *Streamlined review process for community-led arts initiatives*
  - *Clear criteria for review and selection*
  - *Process for removal or deaccession of artwork*

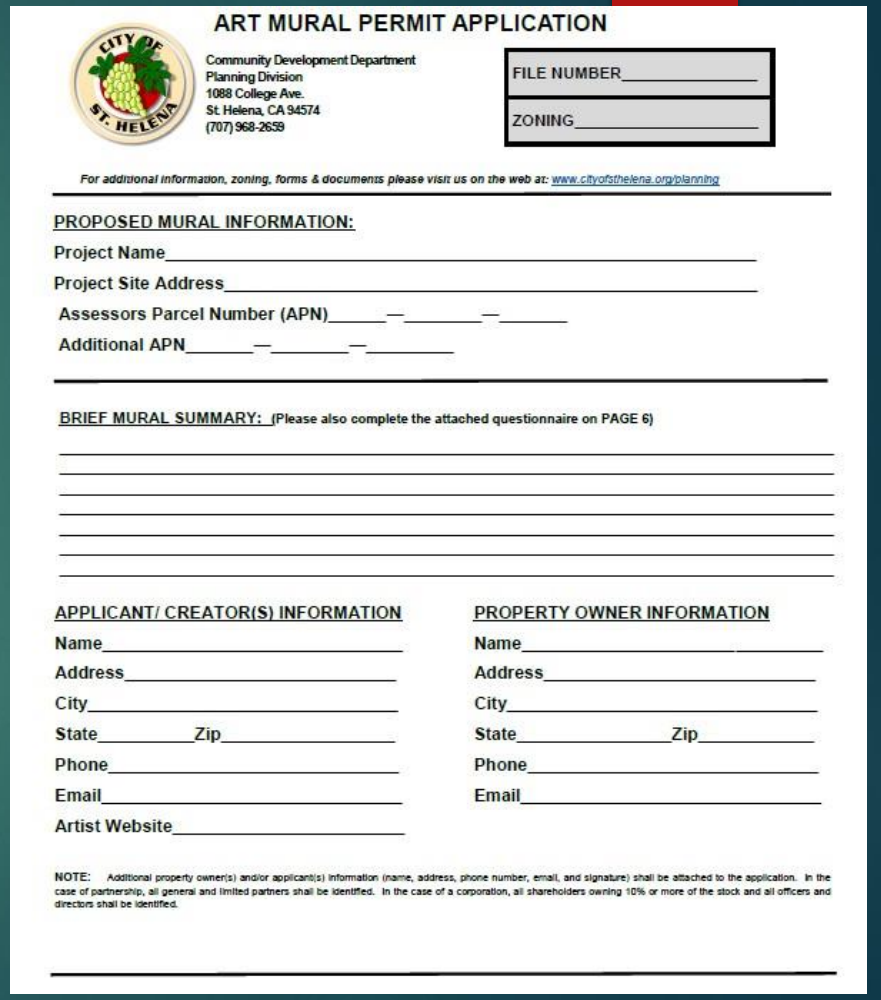
- *Initial step in creating a larger, more robust public art policy and program*

- *Designed as pilot programs*

Mural Permit: Process Overview

For mural proposals on commercial property

1. *Application to Community Development Dept.*
2. *Property owner approval*
3. *May require public noticing*
4. *Approval/denial at staff level*
5. *Appeals – City Council*
6. *No application fees*



ART MURAL PERMIT APPLICATION

Community Development Department
Planning Division
1088 College Ave.
St. Helena, CA 94574
(707) 968-2659

FILE NUMBER_____

ZONING_____

For additional information, zoning, forms & documents please visit us on the web at: www.cityofsthelena.org/planning

PROPOSED MURAL INFORMATION:

Project Name_____

Project Site Address_____

Assessors Parcel Number (APN)_____–_____–_____

Additional APN_____–_____–_____

BRIEF MURAL SUMMARY: (Please also complete the attached questionnaire on PAGE 6)

APPLICANT/ CREATOR(S) INFORMATION

Name_____
Address_____
City_____
State_____Zip_____
Phone_____
Email_____
Artist Website_____

PROPERTY OWNER INFORMATION

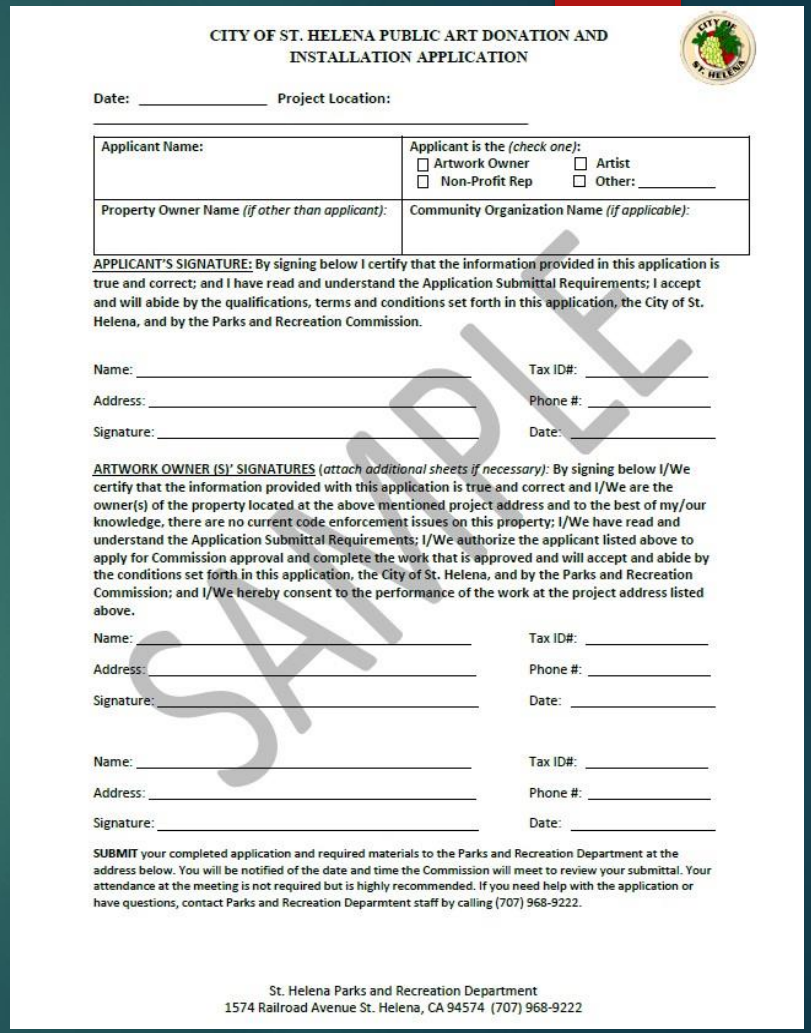
Name_____
Address_____
City_____
State_____Zip_____
Phone_____
Email_____

NOTE: Additional property owner(s) and/or applicant(s) information (name, address, phone number, email, and signature) shall be attached to the application. In the case of partnership, all general and limited partners shall be identified. In the case of a corporation, all shareholders owning 10% or more of the stock and all officers and directors shall be identified.

Public Art Donation & Installation: Process Overview

For artwork proposed on City Property

1. *Application to Parks & Recreation Dept.*
2. *Initial staff review*
3. *Formal review at Parks and Recreation Commission*
4. *Completion of City's Donation and Charitable Gifts application/process*
5. *Appeals – City Council*
6. *No application fees*



CITY OF ST. HELENA PUBLIC ART DONATION AND INSTALLATION APPLICATION

Date: _____ **Project Location:** _____

Applicant Name:	**Applicant is the** *(check one)*: ☐ Artwork Owner ☐ Artist ☐ Non-Profit Rep ☐ Other: _____
Property Owner Name *(if other than applicant)*:	**Community Organization Name** *(if applicable)*:

APPLICANT'S SIGNATURE: By signing below I certify that the information provided in this application is true and correct; and I have read and understand the Application Submittal Requirements; I accept and will abide by the qualifications, terms and conditions set forth in this application, the City of St. Helena, and by the Parks and Recreation Commission.

Name: _____ Tax ID#: _____

Address: _____ Phone #: _____

Signature: _____ Date: _____

ARTWORK OWNER (S)' SIGNATURES (*attach additional sheets if necessary):* By signing below I/We certify that the information provided with this application is true and correct and I/We are the owner(s) of the property located at the above mentioned project address and to the best of my/our knowledge, there are no current code enforcement issues on this property; I/We have read and understand the Application Submittal Requirements; I/We authorize the applicant listed above to apply for Commission approval and complete the work that is approved and will accept and abide by the conditions set forth in this application, the City of St. Helena, and by the Parks and Recreation Commission; and I/We hereby consent to the performance of the work at the project address listed above.

Name: _____ Tax ID#: _____

Address: _____ Phone #: _____

Signature: _____ Date: _____

Name: _____ Tax ID#: _____

Address: _____ Phone #: _____

Signature: _____ Date: _____

SUBMIT your completed application and required materials to the Parks and Recreation Department at the address below. You will be notified of the date and time the Commission will meet to review your submittal. Your attendance at the meeting is not required but is highly recommended. If you need help with the application or have questions, contact Parks and Recreation Deparmtent staff by calling (707) 968-9222.

St. Helena Parks and Recreation Department
1574 Railroad Avenue St. Helena, CA 94574 (707) 968-9222

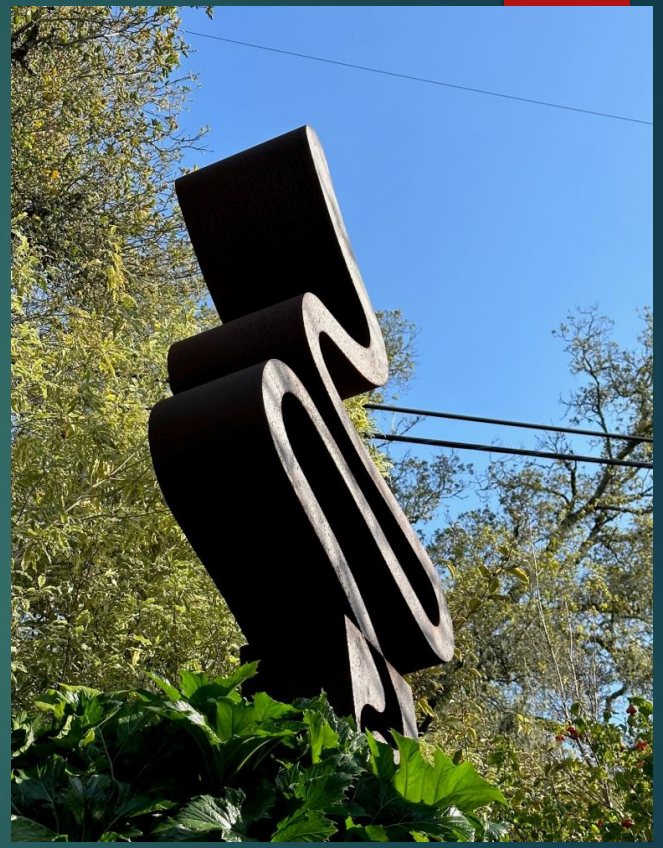
SAMPLE

Proposal Considerations and Criteria

- *Qualifications/Quality/Aesthetic Value*
- *Medium / Elements of Design*
- *Appropriateness to Site*
- *Permanence*
- *Community Enhancement*
- *Diversity*
- *Maintenance*

Site Placement Considerations

- *Installation*
- *Location*
- *Impacts to Site/Existing Infrastructure*
- *Accessibility*



Additional Considerations

- *Technical Assistance Panel*
- *Permanent versus temporary*
- *Historic sites and properties*

- *Deaccession of Artwork*
  - *Temporary installations*
  - *Safety & security*
  - *Damage*
  - *Site alteration*

Next Steps

- *Applications made available to the Community*
- *Continued collaboration with community organizations*
- *Increased City participation and support of adding public art to St. Helena*
- *Develop a comprehensive public art policy and program - May include proposed future development fees and consideration of an arts committee/commission*

Council Consideration

- *Adopt a resolution approving the implementation of a pilot Mural Permit Application and Public Art Donation and Installation Policy*