

REGULAR MEETING STARTS AT 6:00 PM

Mayor Dan Epperson
Vice Mayor Rodney Plamondon
Council Member Dominic Atlan
Council Member Stacy Rhoades
Council Member Diane Wratten

**DUE TO THE GOVERNOR'S EXECUTIVE ORDER N-25-20, THE CITY OF IONE
WILL BE CONDUCTING ITS MEETING IN PERSON
AT 1 E. MAIN STREET, IONE, CA 95640
AND VIA ZOOM**

City of Ione is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

<https://zoom.us/j/2351961316?pwd=d3lWTW0zbVJLbIpQNXBDQWtpZkRyUT09>

Meeting ID: 235 196 1316

Passcode: 95640

One tap mobile

+16699006833,,2351961316#,,,,*95640# US (San Jose)

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Meeting ID: 235 196 1316

Passcode: 95640

Find your local number: <https://zoom.us/j/2351961316?pwd=d3lWTW0zbVJLbIpQNXBDQWtpZkRyUT09>

Tuesday, September 20, 2022

1 E. Main Street

Ione, CA 95640

**THE CITY OF IONE IS A GENERAL LAW CITY DEDICATED TO
PROVIDING LEADERSHIP, ACCOUNTABILITY, AND FISCAL INTEGRITY
WHILE PROMOTING ECONOMIC OPPORTUNITIES AND MAINTAINING
A HIGH QUALITY OF LIFE FOR OUR CITIZENS**

PLEASE LIMIT PUBLIC COMMENT/TESTIMONY TO FOUR MINUTES

Gov't. Code §54954.3

The Ione City Council welcomes, appreciates, and encourages participation in the City Council Meeting. The City Council reserves the right to reasonably limit the total time for public comment on any particular noticed agenda item as it may deem necessary.

Full staff reports and associated documents are available for public review at the Office of the City Clerk, City Hall, 1 E. Main Street, Ione, CA. Hard copies may be obtained for \$3.60 for pages 1-5 and \$.45 for each additional page. Documents that are not available when the agenda is posted will be made available for public review at the meeting.

AGENDA

A. ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. APPROVAL OF AGENDA

D. PRESENTATIONS/ANNOUNCEMENTS: Justin Howard, Executive Director of ACRA
– Report on Recreational Activities and Programs

E. PUBLIC COMMENT: **EACH SPEAKER IS LIMITED TO 4 MINUTES**

NOTE: This is the time for members of the public who wish to be heard on matters that do not appear on the Agenda. Persons may address the City Council at this time on any subject within the jurisdiction of the Lone City Council.

*Please be mindful of the **4 minute time limit per person**. Pursuant to the Brown Act, the City Council may not take action or engage in a detailed discussion on an item that does not appear on the Agenda. However, matters that **require Council action will be referred to staff for a report and/or recommendation for possible action at a future Council meeting. Is there anyone in the audience who wishes to address the Council at this time?***

F. CONSENT CALENDAR:

Notice to the Public: *All matters listed under this category are considered to be routine and will be enacted by one motion. Any item may be removed for discussion and possible action and made a part of the regular agenda at the request of a Council Member(s).*

1. Receive and file August 2022 Financial Reports
2. Adoption of Resolution No. 2022-20 Prohibiting Parking on a Portion of Main Street During the Harvest Fair – October 1, 2022

G. PUBLIC HEARING: None

H. REGULAR AGENDA:

3. Discuss and Consider Appointing Michael Rock as the next City Manager of Lone and authorize the Mayor to sign the City Manager Employment Agreement
4. Consider Adopting Resolution 2022-19 Designating Certain Employees as Code Enforcement Officials and adopting Safety Standards Policies
5. Report on the Cal Cities Annual Conference

I. REPORTS AND COMMUNICATIONS FROM CITY MANAGER

J. COUNCIL COMMENTS/COMMITTEE REPORTS/FUTURE AGENDA ITEMS

K. CLOSED SESSION:

- Pursuant to Government Code Section 54956.8 with Real Property Negotiator: APN 004-151-012; Negotiation Parties: Helen Ninnis and Loreta Tillery; Agency Negotiator: Michael Rock, Interim City Manager
- Pursuant to Government Code 54957.9 – Public Employee Performance Review – City Attorney
- Conference with Legal Counsel – Anticipated Litigation: Significant Exposure to Litigation Pursuant to Paragraph (2) of Section 54956.9 of the Government Code – Two (2) Cases
- Conference with Legal Counsel-Existing Litigation: Section 54956.9 of the Government Code – Amador Court Case Number 22-CV-12691 – McGraw v City of Lone

L. ADJOURNMENT

NOTICE REGARDING CHALLENGES TO DECISIONS

Pursuant to all applicable laws and regulations, including without limitation, California Government Code Section 65009 and or California Public Resources Code Section 21177, if you wish to challenge in court any of the above decisions (regarding planning, zoning and/or environmental decisions), you may be limited to raising only those issues you or someone else raised at the public hearing(s) described in this notice/agenda, or in written correspondence delivered to the City at, or prior to, this public hearing.

ADA COMPLIANCE STATEMENT

In compliance with the American with Disabilities Act, if you need special assistance to participate in this meeting, please contact City Clerk Janice Traverso at (209) 274-2412, ext. 102. Notification 24 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

CITY OF IONE
FINANCE AND TREASURY REPORT FY 2022-2023
MONTH END: August 2022

Reconciled Bank Balance

General Checking Account - American River Bank

Balance Per Bank Statement	7,226,309.89
Less: Outstanding Checks/Wires	(42,081.42)
Add: Deposits in Transit	1,116.94
Bank Adjustments	(64.65)
Reconciled Balance	7,185,280.76

Sweep Savings Account - American River Bank

Balance Per Bank Statement	515,659.21
Less: Outstanding Checks/Wires	
Add: Deposits in Transit	
Reconciled Balance	515,659.21

General Checking Account - Wells Fargo Bank

Balance Per Bank Statement	521,670.76
Less: Outstanding Checks/Wires	(5,550.38)
Add: Deposits in Transit	86.40
Reconciled Balance	516,206.78

Secondary Checking Account - American River Bank - CLOSED

Balance Per Bank Statement	-
Less: Outstanding Checks/Wires	
Add: Deposits in Transit	
Reconciled Balance	-

Xpress Billpay Deposit Account

Balance Per Bank Statement	574,009.12
Less: Outstanding Checks/Wires	
Add: Deposits in Transit	767.66
Reconciled Balance	574,776.78

LAIF Account

CITY OF IONE
FINANCE AND TREASURY REPORT FY 2022-2023
MONTH END: August 2022

Balance Per Bank Statement	<u>3,821,633.02</u>
Less: Outstanding Checks/Wires	<u></u>
Add: Deposits in Transit	<u></u>
Reconciled Balance	<u>3,821,633.02</u>

Cantella & Co. - Investment

Balance Per Bank Statement	<u>305,359.24</u>
Less: Outstanding Checks/Wires	<u></u>
Add: Deposits in Transit	<u></u>
Reconciled Balance	<u>305,359.24</u>

Certificate of Deposit - American River Bank


Balance Per Bank Statement	<u>56,341.15</u>
Less: Outstanding Checks/Wires	<u></u>
Add: Deposits in Transit	<u></u>
Reconciled Balance	<u>56,341.15</u>

TOTAL	<u><u>12,975,256.94</u></u>
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CITY OF IONE
FINANCE AND TREASURY REPORT FY 2022-2023
MONTH END: August 2022

BALANCE PER GENERAL LEDGER

General Checking Account - American River Bank	<u>7,185,280.76</u>
Sweeps Savings Account - American River Bank	<u>515,659.21</u>
General Checking Account - Wells Fargo	<u>516,206.78</u>
Secondary Checking Account - American Bank	<u>-</u>
Xpress Billpay Deposit Account	<u>574,776.78</u>
LAIF	<u>3,821,633.02</u>
Cantella & Co. - Investment	<u>305,359.24</u>
Certificate of Deposit - American River Bank	<u>56,341.15</u>
Reconciled Balance	<u>12,975,256.94</u>
TOTAL	<u>12,975,256.94</u>
Reconciled Difference	<u>-</u>



Chris Hancock, City Treasurer

9/12/2022
Date

As of August 11, 2022 the secondary checking account was closed and the money was moved into the City's savings account.

Report Criteria:

Print Outstanding Checks and Deposits and Bank and Book Adjustments

01 - ARB - Primary Checking (ARB - Primary Checking) (1)

August 31, 2022

Acco

Bank Account Number:

Bank Statement Balance:	7,226,309.89	Book Balance Previous Month:	7,342,431.00
Outstanding Deposits:	1,116.94	Total Receipts:	487,926.26
Outstanding Checks:	42,081.42	Total Disbursements:	645,076.50
Bank Adjustments:	64.65-	Book Adjustments:	.00
Bank Balance:	<u>7,185,280.76</u>	Book Balance:	<u>7,185,280.76</u>

Outstanding Deposits

Deposit Number	Deposit Amount	Deposit Number	Deposit Amount	Deposit Number	Deposit Amount	Deposit Number	Deposit Amount
160	87.00	179	332.00	219	284.05	221	167.80
176	29.00	218	176.39	220	40.70		
						Total:	<u>1,116.94</u>

Deposits cleared: 88 items Deposits Outstanding: 7 items

Outstanding Checks

Check Number	Check Amount	Check Number	Check Amount	Check Number	Check Amount	Check Number	Check Amount
1228	2,404.75	1913	79.02	3019	8.16	3149	5,681.00
1390	222.60	1925	40.70-	3048	375.00	3158	355.52
1438	80.00	2358	2.60	3061	6,890.00	3165	122.10
1439	101.43	2480	50.00	3076	40.70	3171	842.24
1446	1,446.25	2488	51.70	3081	122.10	3173	165.00
1712	50.05	2572	18.75	3135	13,919.08		
1755	25.84	2599	7,550.27	3138	110.77	Total:	<u>42,081.42</u>
1802	50.00	2862	25.00	3145	1,332.19		

Checks cleared: 86 items Checks Outstanding: 29 items

Bank Adjustments

Description	Amount	Description	Amount
UNIDENTIFIED BUSINESS LICENSE	64.00-	UNIDENTIFIED	.65-
		Total:	<u>64.65-</u>

02 - ARB - Sweep Savings (ARB - Sweep Savings) (2)
August 31, 2022

Acco

Bank Account Number:

Bank Statement Balance:	515,659.21	Book Balance Previous Month:	191,104.23
Outstanding Deposits:	.00	Total Receipts:	324,554.98
Outstanding Checks:	.00	Total Disbursements:	.00
Bank Adjustments:	.00	Book Adjustments:	.00
Bank Balance:	515,659.21	Book Balance:	515,659.21

Outstanding Deposits

No outstanding deposits found!

Deposits cleared: 2 items Deposits Outstanding: 0 items

Outstanding Checks

No outstanding checks found!

Checks cleared: 0 items Checks Outstanding: 0 items

Bank Adjustments

No bank adjustments found!

Book Adjustments

No book adjustments found!

03 - WF - Checking (WF - Checking) (3)
August 31, 2022

Acco

Bank Account Number:

Bank Statement Balance:	521,670.76	Book Balance Previous Month:	478,197.52
Outstanding Deposits:	86.40	Total Receipts:	40,271.55
Outstanding Checks:	5,550.38	Total Disbursements:	2,262.29
Bank Adjustments:	.00	Book Adjustments:	.00
Bank Balance:	<u>516,206.78</u>	Book Balance:	<u>516,206.78</u>

Outstanding Deposits

Deposit Number	Deposit Amount	Deposit Number	Deposit Amount	Deposit Number	Deposit Amount	Deposit Number	Deposit Amount
202	86.40						
Total:							<u>86.40</u>

Deposits cleared: 19 items Deposits Outstanding: 1 items

Outstanding Checks

Check Number	Check Amount	Check Number	Check Amount	Check Number	Check Amount	Check Number	Check Amount
50261	137.51	52739	1,728.12	53103	35.10	53321	5.00
51658	40.00	52775	176.12	53215	51.88		
52116	103.43	52817	345.20	53234	150.00	Total:	<u>5,550.38</u>
52119	1,339.96	52842	122.10	53302	1,315.96		

Checks cleared: 7 items Checks Outstanding: 13 items

Bank Adjustments

No bank adjustments found!

Book Adjustments

No book adjustments found!

04 - ARB - Secondary Checking (ARB - 5168 Secondary Checking) (4)
August 31, 2022

Acco

Bank Account Number:

Bank Statement Balance:	.00	Book Balance Previous Month:	324,539.27
Outstanding Deposits:	.00	Total Receipts:	324,539.27-
Outstanding Checks:	.00	Total Disbursements:	.00
Bank Adjustments:	.00	Book Adjustments:	.00
Bank Balance:	<u>.00</u>	Book Balance:	<u>.00</u>

Outstanding Deposits

No outstanding deposits found!

Deposits cleared: 1 items Deposits Outstanding: 0 items

Outstanding Checks

No outstanding checks found!

Checks cleared: 0 items Checks Outstanding: 0 items

Bank Adjustments

No bank adjustments found!

Book Adjustments

No book adjustments found!

05 - XPRESS BILLPAY DEPOSIT ACCT. (X) (5)
August 31, 2022

Acco

Bank Account Number:

Bank Statement Balance:	574,009.12	Book Balance Previous Month:	535,921.88
Outstanding Deposits:	767.66	Total Receipts:	38,854.90
Outstanding Checks:	.00	Total Disbursements:	.00
Bank Adjustments:	.00	Book Adjustments:	.00
Bank Balance:	<u>574,776.78</u>	Book Balance:	<u>574,776.78</u>

Outstanding Deposits

Deposit Number	Deposit Amount	Deposit Number	Deposit Amount	Deposit Number	Deposit Amount	Deposit Number	Deposit Amount
256	40.70	285	40.70	287	40.70		
283	261.36	286	384.20				
						Total:	<u>767.66</u>

Deposits cleared: 52 items Deposits Outstanding: 5 items

Outstanding Checks

No outstanding checks found!

Checks cleared: 0 items Checks Outstanding: 0 items

Bank Adjustments

No bank adjustments found!

Book Adjustments

No book adjustments found!

20 - LAIF (LAIF) (20)

August 31, 2022

Accto

Bank Account Number:

Bank Statement Balance:	3,821,633.02	Book Balance Previous Month:	3,821,633.02
Outstanding Deposits:	.00	Total Receipts:	.00
Outstanding Checks:	.00	Total Disbursements:	.00
Bank Adjustments:	.00	Book Adjustments:	.00
Bank Balance:	<u>3,821,633.02</u>	Book Balance:	<u>3,821,633.02</u>

Outstanding Deposits

No outstanding deposits found!

Deposits cleared: 0 items Deposits Outstanding: 0 items

Outstanding Checks

No outstanding checks found!

Checks cleared: 0 items Checks Outstanding: 0 items

Bank Adjustments

No bank adjustments found!

Book Adjustments

No book adjustments found!

21 - CANTELLA INVESTMENTS (CANTELLA INVESTMENTS) (21)
August 31, 2022

Accc

Bank Account Number:

Bank Statement Balance:	305,359.24	Book Balance Previous Month:	306,949.52
Outstanding Deposits:	.00	Total Receipts:	.00
Outstanding Checks:	.00	Total Disbursements:	1,590.28
Bank Adjustments:	.00	Book Adjustments:	.00
Bank Balance:	<u>305,359.24</u>	Book Balance:	<u>305,359.24</u>

Outstanding Deposits

Deposit Number	Deposit Amount	Deposit Number	Deposit Amount	Deposit Number	Deposit Amount	Deposit Number	Deposit Amount
2	.00						
						Total:	<u>.00</u>

Deposits cleared: 0 items Deposits Outstanding: 1 items

Outstanding Checks

No outstanding checks found!

Checks cleared: 1 items Checks Outstanding: 0 items

Bank Adjustments

No bank adjustments found!

Book Adjustments

No book adjustments found!

30 - ARB - CD 4899 (ARB - CD 4899) (30)
August 31, 2022

Acco

Bank Account Number:

Bank Statement Balance:	56,341.15	Book Balance Previous Month:	56,336.37
Outstanding Deposits:	.00	Total Receipts:	4.78
Outstanding Checks:	.00	Total Disbursements:	.00
Bank Adjustments:	.00	Book Adjustments:	.00
Bank Balance:	<u>56,341.15</u>	Book Balance:	<u>56,341.15</u>

Outstanding Deposits

Deposit Number	Deposit Amount	Deposit Number	Deposit Amount	Deposit Number	Deposit Amount	Deposit Number	Deposit Amount
2	.00						
						Total:	<u>.00</u>

Deposits cleared: 1 items Deposits Outstanding: 1 items

Outstanding Checks

No outstanding checks found!

Checks cleared: 0 items Checks Outstanding: 0 items

Bank Adjustments

No bank adjustments found!

Book Adjustments

No book adjustments found!

Report Criteria:

Print Outstanding Checks and Deposits and Bank and Book Adjustments

Agenda Item

2

DATE: September 20, 2022

TO: Mayor Epperson and City Council

FROM: Michael Rock, Interim City Manager
Jordan Doerksen, Executive Assistant

SUBJECT: Resolution 2022-20 prohibiting parking on both sides of Highway 104/East Main Street between South Church Street/Highway 124 and South lone Street/Highway 104 for the Annual lone Harvest Fair.

RECOMMENDED ACTION:

Adopt resolution 2022-20 prohibiting parking on both sides of Highway 104/East Main Street between South Church Street/Highway 124 and South lone Street/Highway 104.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

BACKGROUND:

The Annual lone Harvest Fair (Fair) is an annual event organized by the lone Business and Community Association.

The requested parking prohibition is for the safety of the participants, children, volunteers and spectators along the route. The Fair is scheduled between 7 A.M. and 4 P.M. on Saturday, October 1, 2022.

Staff has worked with the lone Police Department and California Department of Transportation (Caltrans) to secure the necessary permit and coordinate logistics.

ATTACHMENTS:

Resolution 2022-20
Traffic Control Plan

RESOLUTION NO. 2022-20

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IONE PROHIBITING
PARKING ON A PORTION OF MAIN STREET DURING THE ANNUAL IONE
HARVEST FAIR**

WHEREAS, the Annual Ione Harvest Fair (Fair) is an annual event organized by the Ione Business and Community Association; and

WHEREAS, the requested parking prohibition is for the safety of the participants, children, volunteers and spectators along the route. The Fair is scheduled between 7 A.M. and 4 P.M. on Saturday, October 1, 2022; and

WHEREAS, staff has worked with the Ione Police Department and California Department of Transportation (Caltrans) to secure the necessary permit and coordinate logistics.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Ione that the following section of Main Street in the City of Ione be closed to parking:

On Saturday, October 1, 2022, both sides of Main Street from South Church Street and Highway 124 to South Ione Street and Highway 104 from 7 A.M. to 4 P.M. for the Annual Ione Harvest Fair; and

BE IT FURTHER RESOLVED, that this closure to parking is being done pursuant to Section 22506 of the Vehicle Code of the State of California and therefore the Chief of Police of the City of Ione is directed to do the following:

- a. Obtain signs required by Section 22507 of the Vehicle Code;
- b. Obtain approval of the proposed form of this resolution by the California Department of Transportation (Caltrans) pursuant to Section 22506 of the Vehicle Code; and

BE IT FURTHER RESOLVED, that the City of Ione Police Department is hereby given the right to remove vehicles pursuant to Section 22651(n) of said Vehicle Code following the installation of signs giving notice of said removal during the period of time covered by the resolution.

The foregoing resolution was duly introduced and adopted by the City Council of the City of Ione at their regular meeting held on September 20, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

CITY OF IONE


Dan Epperson, Mayor


Attest: _____
Janice Traverso, City Clerk


IBCA Harvest Fair


Road closure and detour


Legend

 City of Lone, CA

 North and West-bound traffic

 South and East-bound traffic

 Detour locations

 Closures



Google Earth

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Agenda Item

3

DATE: September 20, 2022

TO: Mayor Epperson and City Council

FROM: Julie Millard, Management Analyst
Carolyn Walker, City Attorney
Dave Prentice, City Attorney

SUBJECT: Discuss and Consider Appointing Michael Rock as City Manager for the City of Lone and Approving the attached Employment Agreement with Mr. Rock

RECOMMENDED ACTION:

1. Discuss and Consider Appointing Michael Rock as City Manager for the City of Lone
2. Authorize and direct the Mayor to execute the Agreement for Employment and Appointment of the City Manager, in a form approved by the City Attorney.

FISCAL IMPACT:

On June 21, 2022 (Item 3), City Council adopted the Fiscal Year 2022-23 Budget which included \$230,925 for the City Manager salary and all benefits. This amount includes \$160,000 for the base salary and \$70,925 for all required employer paid taxes and fringe benefits.

RECRUITMENT PROCESS:

At the July 5, 2022, City Council meeting (Item 6), the City Council approved a contract for human resources consulting services with Human Resources Dynamics and Performance Management, Inc. (HR Dynamics). The City Council directed HR Dynamics to perform the executive level evaluation of six of the eight applications submitted for the City Manager position. Two applications were deemed incomplete by City Council.

HR Dynamics reviewed all applications and recommended the top three candidates be interviewed. The City Council created a Citizens Interview Panel which interviewed the top two candidates on August 22, 2022. The third candidate was offered a City Manager position in another state during the recruitment process and dropped out right before the Citizens Panel conducted the interviews.

On August 25, 2022, the City Council interviewed the top two candidates. The City Council, at the conclusion of this interview process, directed the City Attorney to begin the process of negotiating an employment agreement with the top candidate, Michael Rock. The City Council also met on September 6, 2022, in closed session, to discuss the employment agreement and gave further direction to the City Attorney on completing the employment agreement.

BACKGROUND:

On May 4, 2021 (Item 1), City Council entered into an agreement with Mr. Rock for the position of Interim City Manager (ICM) following the departure of the previous ICM. Mr. Rock has served as the ICM since that time and has overseen staff, all city functions and service delivery to the community as well as working on the annual budget, numerous overdue fiscal issues, and significant exposure to litigation and several active lawsuits.

Mr. Rock's prior municipal experience spans more than thirty-one years, all in California, and includes extensive public works experience including major capital project management experience. For the last fifteen years Mr. Rock has been employed as a City Manager. Mr. Rock holds a bachelor's degree in Government and a master's degree in Public Policy and Administration from California State University at Sacramento.

The attached Employment Agreement for the City Manager contains the following terms among other regular employment terms:

- Term of agreement is 5 years.
- City Manager will be an at-will employee
- City Manager will be paid an annual base salary of \$160,000.
- City Manager will have annual performance evaluations.
- Any City Manager raises will be based on merit with clearly defined performance metrics and are not guaranteed.
- \$500 monthly automobile allowance.
- Either party may initiate renegotiations upon mutual agreement.

If the Agreement is approved, Mr. Rock will assume the office of City Manager effective October 1, 2022.

ATTACHMENTS:

1. Employment Agreement between the City of Lone and Michael Rock
2. Timeline of CM recruitment and hire process

CITY OF IONE

CITY MANAGER EMPLOYMENT AGREEMENT

This CITY MANAGER AGREEMENT (hereinafter referred to as the “AGREEMENT”) is entered into and made effective the 20th day of September 2022, by and between the CITY OF IONE, a general law city and municipal corporation (hereinafter referred to as the “CITY”) and MICHAEL ROCK, an individual (hereinafter referred to as “EMPLOYEE”). For purposes of this AGREEMENT, CITY and EMPLOYEE may be collectively referred to as the “Parties” or individually as a “Party.”

RECITALS

WHEREAS, it is the desire of the City Council of the City of Ione, (hereinafter the "City Council") to employ an individual to serve in the position of City Manager, which position is prescribed by state law and the CITY’s Municipal Code; and

WHEREAS, California Government Code section 34852 provides that an ordinance establishing a city manager form of government shall define the powers and duties of the city manager; and

WHEREAS, the duties of the city manager of the CITY are set forth in full in Ione Municipal Code (“IMC”) section 2.10 and in Exhibit “A” to this AGREEMENT; and

WHEREAS, pursuant to IMC section 2.10.010, “the city manager shall be appointed by the city council wholly on the basis of his or her administrative and executive ability and qualifications and shall hold office for and during the pleasure of the city council”; and

WHEREAS, the CITY requires the services of a city manager; and

WHEREAS, based on EMPLOYEE’s executive and administrative qualifications and ability, the City Council desires to employ EMPLOYEE to serve as the city manager for the CITY; and

WHEREAS, EMPLOYEE has the required level of education, experience, skills and expertise to serve as the city manager of the CITY; and

WHEREAS, EMPLOYEE desires to perform and assume responsibility for the provision of city manager services to the CITY and its related agencies; and

WHEREAS, the Parties wish to establish the terms and conditions of EMPLOYEE’s provision of city manager professional services to the CITY and its related agencies through this AGREEMENT;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the CITY and EMPLOYEE hereby agree as follows:

AGREEMENT

1.0 EMPLOYMENT & DUTIES

1.1 Duties.

The City Council hereby appoints and employs EMPLOYEE as City Manager for the CITY to perform the functions and duties of that position, as described in Exhibit “A” to this AGREEMENT, Ione Municipal Code § 2.10, the California Government Code, and such other legally permissible and proper duties and functions as the City Council shall, from time to time, direct or assign to EMPLOYEE. CITY reserves the right to amend Ione Municipal Code Chapter 2.10 which defines city manager functions and duties, as it deems necessary and appropriate, without requiring EMPLOYEE’s acquiescence or an amendment of this AGREEMENT. EMPLOYEE agrees to perform all such functions and duties to the best of his ability and in an efficient, competent, and ethical manner.

1.2 FLSA Exempt Status.

EMPLOYEE acknowledges and agrees that the city manager position is that of an exempt employee of the CITY for the purposes of the FLSA.

1.3 Other Activities.

EMPLOYEE shall focus his professional time, ability, and attention to the CITY’s business during the term of this AGREEMENT. EMPLOYEE shall not engage, without the express prior written consent of the City Council, in any other business duties or pursuits whatsoever, or directly or indirectly render any services of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, that is or may be competitive with the CITY, that might cause a conflict-of-interest with the CITY, or that otherwise might interfere with the business or operation of the CITY or the satisfactory performance of the functions and duties of the city manager.

1.4 Employment Status.

Upon appointment to the city manager position, EMPLOYEE shall serve at the will and pleasure of the City Council and understands that by accepting the city manager appointment, he shall be an “at-will” employee and shall be subject to dismissal as set forth in full in IMC Sections 2.10.250 through 2.10.290.

1.5 CITY Documents.

All data, studies, reports and other documents prepared by EMPLOYEE while performing his duties during the term of this AGREEMENT shall be furnished to and become the property of the CITY, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to EMPLOYEE in connection with the performance of this AGREEMENT shall be held confidential by EMPLOYEE to the extent

permitted by applicable law, except as may be required by any governmental agency or court of competent jurisdiction. Such materials shall not be used by EMPLOYEE, without the prior written consent of the City Council, for any purposes other than the performance of EMPLOYEE's duties. Additionally, no such materials may be disclosed to any person or entity not connected with the performance of services under this AGREEMENT, except as required by (a) law, (b) any governmental agency, (c) subpoena, or (d) an order issued by a court of competent jurisdiction.

2.0 COMPENSATION AND REIMBURSEMENT

2.1 Base Salary.

For the services rendered pursuant to this AGREEMENT, EMPLOYEE's annual base salary shall be One Hundred Sixty Thousand Dollars (\$160,000.00) ("Salary"), which shall be paid on a pro-rated basis bi-weekly at the same time as other employees of the CITY are paid, effective the first full pay period after the effective date of this AGREEMENT as provided in Section 3.1 hereof. Such Salary shall be subject to normal and proper withholdings as determined by state and federal law and as determined appropriate by the City Council and shall be subject to payroll taxes, workers' compensation, and other payroll related liability costs.

2.2 Salary Review.

The City Council and EMPLOYEE agree to endeavor to conduct an annual Salary review concurrently with the annual performance evaluation set forth in Section 5.2 hereof.

2.3 Salary Adjustment.

Following the annual performance evaluation set forth in Section 5.2 hereof and the annual Salary review set forth above in Section 2.2, the City Council may increase EMPLOYEE's base salary and benefits package based on the results of those annual reviews. Any adjustments in the base salary and/or benefits following the annual performance evaluation under Section 5.2 and review under Section 2.2 shall be at the sole discretion of the City Council.

Base salary shall not be increased more than 3% per year in years 1 and 2 of the contract.

Base salary shall not be increased more than 5% per year in years, 3, 4, or 5 of the contract.

2.4 Business Expense Reimbursements.

CITY shall reimburse EMPLOYEE for reasonable and necessary travel, subsistence, and other CITY related business expenses incurred by EMPLOYEE in the performance of his duties. All reimbursements shall be subject to and in accordance with California law, the CITY's adopted policies, and IRS rules for reporting compensation through payroll or reimbursement through accounts payable.

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3.0 TERM

3.1 Commencement and Effective Date.

EMPLOYEE shall commence service hereunder at 7:00 a.m. Pacific Daylight Time on October 1, 2022, or such other date/time upon which EMPLOYEE and City Council may mutually agree. In the event EMPLOYEE commences services on a date other than October 1, 2022, such date shall be deemed the effective date of this AGREEMENT (“Effective Date”).

3.2 Term.

CITY hereby employs EMPLOYEE for an initial term of five (5) calendar years commencing on the AGREEMENT’s Effective Date and continuing to and including September 30, 2027, subject to termination by the City Council or by EMPLOYEE, with or without cause, as hereinafter provided in Sections 3.3 and 3.4. The term of this AGREEMENT may be extended for an additional two years upon mutual concurrence from the City Council and the EMPLOYEE, a in writing and signed by both parties. The CITY agrees that in the last year of the initial five-year Term of the AGREEMENT, and in the last year of the Term of the AGREEMENT should the Term of the AGREEMENT be extended beyond its initial five years, the annual evaluation will be performed at least six (6) months prior to the expiration of the term.

3.3 Termination by EMPLOYEE.

EMPLOYEE may terminate this AGREEMENT at any time, provided EMPLOYEE provides the City Council with at least sixty (60) days advance written notice. In the event EMPLOYEE terminates this AGREEMENT, EMPLOYEE expressly agrees that EMPLOYEE shall not be entitled to any severance pay.

3.4 Termination by CITY Without Cause.

The City Council may terminate this AGREEMENT at any time with or without cause, by providing written notice of the reason(s). The City Council’s right to terminate EMPLOYEE pursuant to this Section 3.4 shall be subject to IMC Sections 2.10.250 through 2.10.290.

Nothing herein shall be construed to create a property interest, where one does not exist by rule of law in the position of city manager. Notwithstanding this Section 3.4, upon appointment to the city manager position, EMPLOYEE remains an at-will employee serving at the pleasure of the City Council.

3.5 Termination by CITY for Cause.

The CITY may terminate this AGREEMENT at any time by providing EMPLOYEE with five (5) business days’ written notice of the termination for cause and the facts and grounds constituting such cause. The term “cause” shall be defined to include any misconduct materially related to performance of official duties, including but not be limited to any of the following: 1) breach of this

AGREEMENT, 2) willful or persistent material breach of duties, 3) résumé fraud or other acts of material dishonesty, 4) unauthorized absence or leave, 5) conviction of a misdemeanor involving moral turpitude (i.e., offenses contrary to justice, honesty, or morality), conviction of a misdemeanor DUI, or conviction of a felony under California law (the CITY shall place EMPLOYEE on paid administrative leave until resolution of charges brought against EMPLOYEE), 6) violation of the CITY's anti-harassment policies and/or a finding that legally prohibited personal acts of harassment against a CITY official or employee or legally prohibited personal acts of discrimination against a CITY official or employee has occurred, 7) violation of the CITY's Municipal Code, ordinances, rules, and regulations, use or possession of illegal drugs, 9) engaging in conduct tending to bring embarrassment or disrepute to the CITY, 10) any illegal or unethical act involving personal gain, 11) pattern of repeated, willful and intentional failure to carry out materially significant and legally constituted directions or policy decisions of the City Council, and 12) gross misfeasance or gross malfeasance. If the CITY terminates for cause this AGREEMENT and the services of EMPLOYEE hereunder, the CITY shall have no obligation to pay EMPLOYEE any severance.

4.0 SEVERANCE PAY

In the event EMPLOYEE is terminated without cause and EMPLOYEE does not challenge such termination, including but not limited to, by means of appeal or civil or administrative claim or liberty hearing, then CITY shall pay to EMPLOYEE severance as follows, contingent upon the length of EMPLOYEE's service with the CITY:

- 0 – 12 months: CITY shall pay to EMPLOYEE nine (9) months severance equal to EMPLOYEE's monthly base salary then in effect, excluding deferred compensation or the value of any other benefits.
- 12 – 24 months: CITY shall pay to EMPLOYEE seven (7) months severance equal to EMPLOYEE's monthly base salary then in effect, excluding deferred compensation or the value of any other benefits.
- Over twenty-four (24) months: CITY shall pay to EMPLOYEE six (6) months severance in an amount equal to EMPLOYEE's monthly base salary then in effect, excluding deferred compensation or the value of any other benefits.
- In the event that this AGREEMENT expires by its own terms or by resignation or retirement of EMPLOYEE, then EMPLOYEE shall not be entitled to any severance.

5.0 PERFORMANCE EVALUATIONS

5.1 Purpose.

The performance review and evaluation process set forth herein is intended to provide review and feedback to EMPLOYEE so as to facilitate a more effective management of the CITY.

5.2 Annual Evaluation.

The City Council shall conduct a formal or informal review and evaluate the performance of EMPLOYEE on an annual basis to coincide with the anniversary date of EMPLOYEE's appointment to the position of city manager, using an evaluation form to be approved by both parties. Such performance review and evaluation shall be conducted concurrently with an annual base salary review provided for in Section 2.2 hereof, and in accordance with the purpose noted in Section 5.1 above.

Performance Standards for evaluation shall include, but not be limited to, the following:

1. Project Completion – completion of or progress reports on major projects with significant impacts for the community/residents.
2. Public Contact – effectiveness in dealing with the public, relationships with residents, and overall demeanor when dealing with public issues and projects.
3. Efficiency – timeliness of responses to staff/Council/Public, and ability to complete and prioritize projects.

5.3 Written Summary.

The City Council shall provide a written summary of each performance evaluation to EMPLOYEE within two (2) weeks following the conclusion of the performance review and evaluation process, and shall schedule at least one (1) City Council closed session with EMPLOYEE to deliver and discuss the evaluation.

6.0 BENEFITS AND OTHER COMPENSATION

6.1 Professional Development.

The CITY recognizes its obligation to the professional development of its city manager, and agrees that EMPLOYEE shall be given adequate opportunities to develop and maintain skills and abilities as a public administrator. EMPLOYEE is expected and encouraged to and does agree to participate in professional organizations and to attend area and regional meetings and conferences related to matters of interest to the CITY consistent with the time required for such attendance in relationship to EMPLOYEE's other responsibilities as determined by the City Council. The City Council hereby agrees to budget an amount to be determined in the exercise of its sole discretion to pay the cost, travel and subsistence expense of EMPLOYEE for professional and/or official travel, meetings, and occasions adequate to continue professional development of EMPLOYEE and to adequately pursue necessary official functions for the CITY. These activities shall include membership in at least one professional association.

The City Council agrees to budget and pay for travel and subsistence expenses of EMPLOYEE for short courses, institutes, and seminars that are necessary for EMPLOYEE's professional development and for the good of the CITY. The City Council agrees to budget and pay for

professional dues and subscriptions of EMPLOYEE reasonably related to the professional growth, development, education and training of EMPLOYEE.

6.2 Paid Leave.

Sick Leave: EMPLOYEE shall be entitled to ninety-six (96) hours of sick leave annually. Sick leave may only be accrued to a maximum of nine hundred sixty (960) hours at which point sick leave accrual will cease until the accrued hours fall below the maximum of nine hundred sixty (960) hours. Sick leave must be used and deducted from accruals to the nearest hour for time missed from normal work hours which for purposes of this section are deemed to be normal City operating hours.

Vacation Leave. EMPLOYEE shall be entitled to ninety-six (96) hours of vacation leave annually, with the right to cash in a combined maximum of eighty (80) vacation leave hours annually from any vacation leave bank. A minimum of eighty (80) vacation leave hours must be left in the regular vacation bank at time of cash out. CITY agrees that EMPLOYEE request to start this AGREEMENT with 80 hours of vacation leave is granted. EMPLOYEE can accrue no more than two hundred forty hours (240) hours of vacation time. Upon termination, retirement, or separation for any reason, EMPLOYEE shall be entitled to one hundred percent (100%) of the unused vacation leave on the books then existing.

Holiday Leave. EMPLOYEE shall be granted eleven paid holidays per the Employee Handbook (Chapter 15). In addition, two (2) floating holidays will be credited to EMPLOYEE's Holiday Leave bank per the Employee Handbook (Chapter 15). Unused floating holiday balances may be cashed out and the end of each calendar year per the Employee Handbook.

Executive Leave. EMPLOYEE shall be entitled to eighty hours (80) hours of executive leave annually. Executive leave may not be accrued to the next year. Upon termination, for any reason, EMPLOYEE shall not be entitled to cash out the unused executive leave on the books then existing.

Bereavement Leave. In the event of the death of a member of EMPLOYEE's family, including EMPLOYEE's spouse, domestic partner, mother, father, brother, sister, child, grandchild, or grandparent or any one of the same relatives of EMPLOYEE's spouse or domestic partner, EMPLOYEE shall be allowed thirty (30) hours of bereavement leave for each death of a family member. In the event of the death of a spouse or multiple family deaths occurring within a 24-hour period, EMPLOYEE shall be allowed forty (40) hours of total bereavement leave for this unfortunate event.

6.3 Health and Welfare Benefits

Cafeteria/Health & Welfare Benefits. EMPLOYEE shall be entitled to receive from the CITY an annual cafeteria benefit in an annual amount capped at Fifteen Thousand Dollars (\$15,000), for the purchase of health and welfare benefits under any approved plan provided by the CITY. Said contribution shall first be used to provide for health insurance for the EMPLOYEE. EMPLOYEE may use funds for any of the CITY's medical plans or, upon proof of coverage under another acceptable health plan as determined by the CITY's Human Resource Officer.

6.4 Retirement.

Retirement Plan. EMPLOYEE is a PEPPRA member as defined by CalPERS and as mandated by the Public Employees' Pension Reform Act of 2013, and participates in the CITY's CalPERS Retirement Program with the 2% at 62 formula and 3 Year Average formula.

Employee Contribution. EMPLOYEE shall be responsible for the full member contribution for EMPLOYEE's CalPERS retirement plan.

6.5 Automobile.

EMPLOYEE shall receive a Five Hundred Dollar (\$500.00) per month car allowance for use of a personal vehicle in pursuit of recognized official duties.

6.6 Flexible Spending Plan.

EMPLOYEE is entitled to participate in the CITY's Flexible Spending Plan to the same extent as enjoyed by any other employee.

6.7 Life Insurance.

In addition to the annual cafeteria benefit, the CITY will pay annual premiums for life insurance for EMPLOYEE with a benefit/coverage amount of One Hundred Fifty Thousand Dollars (\$150,000.00) during EMPLOYEE's employment.

6.8 Education Pay.

The CITY agrees to pay to EMPLOYEE the sum of Three Hundred Dollars (\$300) per month for the possession of a Master's Degree.

7.0 INDEMNIFICATION

To the extent mandated by the California Government Code, the CITY shall defend, hold harmless, and indemnify EMPLOYEE against any tort, professional liability, claim or demand, or other legal action arising out of an alleged act or omission occurring in the performance of EMPLOYEE's services under this AGREEMENT. This section shall not apply to any intentional tort or crime committed by EMPLOYEE, to any action outside the course and scope of EMPLOYEE's employment, or any other intentional or malicious conduct or gross negligence of EMPLOYEE.

8.0 OTHER TERMS- CONDITIONS OF EMPLOYMENT

The City Council, in consultation with EMPLOYEE, shall establish any such other terms and conditions of employment as it may determine from time to time, provided such terms and conditions do not exceed the maximum salary and benefits approved by the City Council and are reduced to writing and signed by EMPLOYEE and the Mayor.

9.0 GENERAL PROVISIONS

9.1 Entire AGREEMENT.

This AGREEMENT represents the entire AGREEMENT and understanding between the Parties and supersedes any and all other agreements and understandings, either oral or in writing, between the Parties with respect to EMPLOYEE's employment by the CITY and contains all of the covenants and agreements between the Parties with respect to such employment. Each Party to this AGREEMENT acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by either Party, or anyone acting on behalf of either Party, which are not embodied herein, and that no other agreement, statement or promises not contained in this AGREEMENT shall be valid or binding upon either Party.

9.2 Amendment.

This AGREEMENT may be amended at any time by the mutual consent of the Parties by an instrument in writing, which amendment shall require City Council approval.

9.3 Notices. Any notice required or permitted by this AGREEMENT shall be in writing and shall be personally served or shall be sufficiently given when served upon the other Party as sent by United States Postal Service, postage prepaid and addressed as follows:

To CITY:

Mayor
City of Ione
P.O. Box 398
Ione, California 95640

To EMPLOYEE:

Michael Rock
[On file with Human Resources]

Notices shall be deemed given as of the date of personal service or upon the date of deposit in the course of transmission with the United States Postal Service.

9.4 Conflicts Prohibited.

During the term of this AGREEMENT, EMPLOYEE shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of EMPLOYEE's duties under this AGREEMENT. EMPLOYEE shall comply with all requirements of law, including but not limited to, Sections 87100 *et seq.*, Section 1090 and Section 1126 of the Government Code, and all other similar statutory and administrative rules.

9.5 Effect of Waiver.

The failure of either Party to insist on strict compliance with any of the terms, covenants, or conditions of this AGREEMENT by the other Party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

9.6 Partial Invalidity.

If any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

9.7 Governing Law.

This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California, which are in full force and effect as of the date of execution and delivery by each Party hereto.

9.8 Government Code §§ 53243 - 53243.4.

Assembly Bill 1344, which was subsequently enacted as Government Code §§ 53243 - 53243.4, sought to provide greater transparency in local government and institute certain limitations on compensation paid to local government executives. These statutes also require that contracts between local agencies and its employees include provisions requiring an employee who is convicted of a crime involving an abuse of his office or position to provide reimbursement to the local agency. These statutes are incorporated herein by reference. Accordingly, the Parties agree that it is their mutual intent to fully comply with these Government Code sections and all other applicable law as it exists as of the date of execution of this AGREEMENT and as such laws may be amended from time to time thereafter. Specifically, the following Government Code sections are called out and hereby incorporated by this AGREEMENT:

§53243. Reimbursement of paid leave salary required upon conviction of crime involving office or position.

§53243.1. Reimbursement of legal criminal defense upon conviction of crime involving office or position.

§53243.2. Reimbursement of cash settlement upon conviction of crime involving office or position.

§53243.3. Reimbursement of noncontractual payments upon conviction or crime involving office or position.

§53243.4. "Abuse of office or position" defined.

EMPLOYEE represents that EMPLOYEE has reviewed, is familiar with, and agrees to comply fully with each of these provisions if any of these provisions are applicable to EMPLOYEE, including that EMPLOYEE agrees that any cash settlement or severance related to a termination that EMPLOYEE may receive from the CITY shall be fully reimbursed to the local agency if EMPLOYEE is convicted of a crime involving an abuse of EMPLOYEE's office or position.

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9.9 Independent Legal Advice.

The CITY and EMPLOYEE represent and warrant to each other that each has received legal advice from independent and separate legal counsel with respect to the legal effect of this AGREEMENT, or had the opportunity to do so, and the CITY and EMPLOYEE further represent and warrant that each has carefully reviewed this entire AGREEMENT and that each and every term thereof is understood and that the terms of this AGREEMENT are contractual and not a mere recital.

9.10 City of Ione Handbook.

The EMPLOYEE represents and acknowledges that he has received and reviewed the City of Ione Handbook "Handbook". The CITY and EMPLOYEE desire that the EMPLOYEE be covered by the provisions of the Handbook, which is herein incorporated into this document by this reference. In the event that the Handbook and AGREEMENT differ, the AGREEMENT shall be the controlling document.

9.11 Residency Requirement.

The CITY waives the requirement for EMPLOYEE to reside within the City of Ione city limits during the term of this Agreement.

IN WITNESS WHEREOF, the City of Ione has caused this AGREEMENT to be signed and executed on its behalf by its Mayor, and duly attested by its officers thereunto duly authorized, and EMPLOYEE has signed and executed this AGREEMENT.

CITY OF IONE

CITY MANAGER

Dan Epperson, Mayor Date

Michael Rock Date

ATTEST:

Janice Traverso, City Clerk

APPROVED AS TO FORM:

Carolyn Walker, Deputy City Attorney

EXHIBIT A

JOB DESCRIPTION CITY MANAGER

- Implements policy as directed by the City Council;
- Enforces City regulations and various ordinances, codes and applicable laws to ensure compliance;
- Plans, organizes, coordinates, and directs department heads and support staff to accomplish the goals and work activities of the City;
- All powers and duties and other responsibilities that are detailed in Chapter 2.10 of the IMC;
- Develops and directs the implementation of goals, objectives, policies, procedures and work standards for the City;
- Works closely with the City Attorney, City Council, boards and commissions and a variety of public and private organizations, and citizen groups in implementing programs and projects to resolve issues of concern and solve problems;
- Advises the City Council on issues and programs;
- Prepares and recommends long-range plans for City services and programs and develops specific proposals for action on current and future City needs;
- Has responsibility for the preparation and administration of the annual budget for the City;
- Represents the City in contacts with governmental agencies, community groups, and various business, professional and other organizations directly or through subordinate staff;
- Coordinates the preparation of a wide variety of reports or presentations to the City Council or outside agencies; and receives other direction and assignments from the City Council.

CITY OF IONE

2022 CITY MANAGER RECRUITMENT

Executive-level recruiting is the process of identifying, screening, and hiring highly qualified candidates to fill top-level positions in an organization. An executive-level recruitment's focus is on filling a specific position by hiring the most qualified person for the job. This type of recruitment is based on training and experience; where an applicant is evaluated and scored on professional experience, certifications, education, and training. Executive level recruitments can be done by private recruiting firms at a significant cost to the hiring organization.

BACKGROUND

2021 INTERIM CITY MANAGER RECRUITMENT

The City of Ione (City) did hire an executive-level recruiting firm to assist in attracting well-qualified candidates to fill the vacancy created with the previous Interim City Manager's termination. On April 23, 2021 (Item 1), City Council approved the contract with BHI Consulting (BHI) to assist with recruiting to identify and screen candidates for the interim city manager vacancy.

After a candidate search by BHI, City Council conducted interviews, made a hiring decision, and references were checked by Brent Ives of BHI prior to hire. The City paid BHI \$8,680 for their services.

On May 4, 2021 (Item 1), City Council approved an employment agreement retroactive to April 26, 2021, for the Interim City Manager position and appointed Michael Rock as the City's Interim City Manager. Michael Rock has continued to serve in this capacity today.

2022 PERMANENT CITY MANAGER RECRUITMENT

On May 3, 2022, in Closed Session, City Council directed City Human Resources (HR) to initiate the recruitment development process for the permanent City Manager position. At this time, City Council's recruitment preferences, wishes, etc. were discussed. Among other qualifiers, City Council specifically requested higher education, extensive municipal management experience, and wastewater monitoring/management experience. For the recruitment itself, City Council wanted an open recruitment and to cast a very wide net of applicants.

City Council discussed hiring an executive-level recruiting firm, however, the City had HR staff experienced in human resources and did not have a working contract with an external HR firm yet. Council decided to move forward with the recruitment using internal staff and eventually, once the agreement was approved, a contract with an outside HR consultant could be made.

CITY HUMAN RESOURCES

On March 7, 2022, the City hired Julie Millard as a Management Analyst. Julie has 37 years of public sector experience as well as a master's degree in Public Administration with specializations in Human Resource Management and Organizational Leadership and a bachelor's degree in Psychology from California State University, Chico. Prior to joining the City, Julie was the senior analyst for the County of El Dorado, Department of Transportation where she was responsible for all personnel actions for the Development, Right-of-Way, Environmental, and Transportation Planning Division (Division). Her

responsibilities included handling all recruitments for the Division which entailed personnel allocation control, obtaining authorization to recruit, requisition initiation, application receiving, applicant screening, panel selection, interview scheduling, interviewing, reference checks, and more. Ms. Millard was primarily responsible, along with oversight by the City Attorney, for the internal process for recruitment and hiring of the CM position.

EXTERNAL HUMAN RESOURCES CONSULTANT

On July 5, 2022 (Item 6), the City approved the Agreement for Human Resource Consulting Services with HR Dynamics and Performance Management, Inc. (HR Dynamics). At the helm to HR Dynamics is Rhonda Strout-Garcia who has more than 35 years of public sector Human Resource experience. Mrs. Strout-Garcia served as Human Resources Director for nine years for a large municipality with 2500 employees and 16 bargaining units. She has over 15 years of experience as a Human Resources Consultant. She has a master's degree in Human Resources Management from Chapman University, and a bachelor's degree from Southern Illinois University in Workforce Education and Development. Among other HR tasks, HR Dynamics was specifically hired to perform executive-level resume evaluation for the permanent City Manager position.

RECRUITMENT PREPARATION/DEVELOPMENT

Recruitment Materials

The recruitment materials included the standard City of Lone Employment Application, and executive recruiting brochure, and Chapter 2.10 of the Muni Code as the job description. The executive recruiting brochure was created by HR at a considerable savings to the City. The brochure is attached for ease of reference. The City Manager qualifications and role and responsibilities were adopted in 2007 (Ordinance 300) and was incorporated into Chapter 2.10 – City Manager in the City of Lone ordinance code. Chapter 2.10 – City Manager is attached for ease of reference. This was used as the foundation for the position's minimum qualifications.

Recruitment Kick-Off

On Friday, June 10, 2022, the City launched an executive-level, open recruitment for the permanent City Manager position. An open recruitment is a recruitment open to the public and not limited to applicants currently employed by the City.

City Council specifically wanted the recruitment posted four times in Ledger Dispatch as well as being posted on Public CEO's job board. Council wanted to cast a very wide net, therefore additional recruitment posting venues were offered by HR, including GovernmentJobs.com, Municipal Management Association of Northern California (MMANC), and Western City's job board.

Headquartered in El Segundo, CA, GovernmentJobs.com is the largest public sector job board in the country and a leader in the online government recruiting industry. Public CEO's job board broadcasts public sector recruitments to thousands of public administrators across California. Public CEO job board offers two posting packages: Package A (Basic) and Package B (Premium). Package B was selected for its add-ons which included having the job post featured at the top of the Public CEO newsletter with a blurb from the job post within the newsletter. This newsletter goes out electronically to thousands of government professionals every weekday. Headquartered in downtown Sacramento, the League of California Cities is a local government partner which has a City job board through Western City Magazine. Western City Magazine is distributed to elected officials, executives and other professionals

throughout all 482 California cities and their job board is available online to all. Municipal Management Association of Northern California is one of the largest membership organizations serving the professional needs of public managers throughout the 49 counties of Northern California. Although a membership-based organization, their online job board is available to all professionals. The executive-level recruitment brochure was also published to the City's Facebook page and posted, where possible, to the various job boards who could accommodate doing so. A summary of the posting dates, durations and costs associated with each publication is outlined below.

RECRUITMENT POSTINGS INFORMATION

Company	Date(s) Published / Duration	Costs
Ledger Dispatch	6/17, 6/24, 7/1, and 7/8	\$99.00
Neoga (aka GovernmentJobs.com) <ul style="list-style-type: none"> This posting automatically goes to Indeed.com 	6/10/22 (60 days)	\$199.00
MMANC	6/10/22 (60 days)	FREE
Public CEO	6/13/22 (30 days)	\$330.00
League of California Cities (aka Western Cities Job Board)	6/10/22 (30 days)	\$300.00
Facebook (City's and Lone Police Dept.'s pages)	6/10/22 (continuous)	FREE
	TOTAL	\$928.00

NOTE: At the time this recruitment was launched, the City's website had crashed unexpectedly and, therefore, City HR was unable to post the recruitment materials to our own website. In the absence of an HR software program such as Neoga, which allows applicants to submit applications within the program and because HR Dynamics was not on contract at the time the recruitment was launched, interested applicants were instructed to contact City HR to receive application materials.

APPLICATIONS

All interested parties' initial contact with HR was via email. When City HR received the parties' initial email, City HR would then determine what, if anything, was missing (e.g., cover letter, resume, City of Lone Employment Application). HR would reply with any missing items and informed the interest party that the City's recruitment process required all three parts (e.g., cover letter, resume, and City of Lone Employment Application).

A total of eleven (11) people contacted HR regarding this recruitment. Of those eleven (11) people, three (3) did not submit an application (numbers 1, 5 and 7) either by the first cut off deadline of July 22, 2022, or to date. Of the eight (8) remaining, two (2) were deemed by City Council to have not met the minimum requirements of the application process (numbers 4 and 10) because they submitted only a resume. At this level of management, a cover letter is a standard application item. It not only adds a degree of professionalism, but it also allows the hiring organization to assess the applicant's writing skills.

A primary function of an HR department during any recruitment is to determine if an applicant meets the minimum qualifications of the position as stated in the recruitment material or outlined in the job description. Another aspect of this HR function is to determine if an applicant followed the instructions for applying and submitted the requisite application materials. Applications are often deemed incomplete if all required materials (e.g., application, cover letter, resume, transcripts, etc.) are not received. Most HR departments would have rejected applicants 3 and 11 after the cutoff date because

they did not follow the instructions and provide a completed City of Lone Employment Application. City Council decided to allow them to still be referred to the HR Consultant for evaluation.

APPLICANTS SUMMARY

No.	Date Contacted	Date City HR Replied	Date Application Received	Referred for Eval?
1	June 10	June 11	No app. received	NO
2	June 12	June 12	July 7 (CL/R/A)	YES
3	June 13 (CL/R)	June 14	June 13 (CL/R)	YES
4	June 15 (R)	June 15	June 15 (R)	NO
5	June 15	June 15	No app. received	NO
6	June 15	June 15	June 16 (CL/R/A)	YES
7	June 19	June 19	No app. received	NO
8	June 29	July 1	July 1 (CL/R/A)	YES
9	July 10 (CL/R)	July 11	July 12 (CL/R/A)	YES
10	July 11	July 13	July 11 (R)	NO
11	July 16 (CL/R)	July 17	July 16 (CL/R)	YES

IN = Initials, CL = Cover Letter, R = Resume, A = City of Lone Employment Application

A total of six (6) applications were referred to HR Dynamics for evaluation and ranking.

On August 2, 2022, during Closed Session, City Council discussed the final ranking by HR Dynamics and following the HR consultant's recommendation, invited the top three candidates to interview. Inviting only the top ranked candidates for interviews is an industry standard practice.

INTERVIEWS

The City Manager position is an at-will (unclassified), non-civil service position therefore it is not subject to civil service interview protocols. Civil Service positions are positions that are governed by the policies and procedures of the state Civil Service Commission. Since the City Manager position is an unclassified position, City Council, at its discretion, can determine how to conduct the recruitment. It is City Council's duty (as outlined in the IMC) to select the candidate who is best qualified for the job and is the best fit for the organization that they will manage.

City Council created a Citizens Panel for initial interviews of the applicants before City Council interviewed the applicant pool. The Citizens Panel consisted of one Lone Business Community Association (IBCA) officer, five citizens (each councilmember had the opportunity to select a citizen representative) and one current sitting city manager who is a city manager outside Amador County. HR contacted IBCA to garner participation from one of its officers. City Council provided suggestions for a current city manager participant and HR reached out to the South Lake Tahoe City Manager who was willing and available to participate.

On August 3, 2022, an email was sent from HR to each councilmember requesting the name, phone number and email address for the citizen representative of their choice. Each councilmember replied with their citizen representative's information. HR was tentatively looking at August 22nd or August 23rd for the Citizens Panel interviews. With these tentative dates in mind, City HR contacted each of the citizen representatives to see if they would be available on the proposed interview dates.

On August 10, 2022, HR emailed the top three candidates selected by City Council for interviews to inform them of their interview date and times. In this email, HR requested each candidate reply back with their confirmation of attendance by 3:00 pm on Monday, August 15, 2022. On August 16, 2022, HR contacted candidate 3 to inform them that they had missed the deadline for confirming attendance and that their name was being removed from the candidate list as a result.

On August 17, 2022, at 9:52 am, HR received an email from candidate 3 apologizing for not responding but said that she had received an offer for a city manager position in another city out of state.

On August 17, 2022, 11:37 am, HR emailed all the Citizen Panel panelists with the exact date and times for the panel interviews. These emails also included redacted application packets for the two candidates to allow the panelists to review them prior to the interviews.

One councilmember misspelled his citizen panelist's last name in his email to HR. When HR contacted the councilmembers' citizen panelist and asked for her email address, HR noticed the error in spelling and attempted to clarify it with the citizen representative. Unfortunately, this information was unintentionally not corrected in the email which resulted in this citizen panelist not receiving the email from HR that communicated the final interview date/time on August 17th with the rest of the panelists.

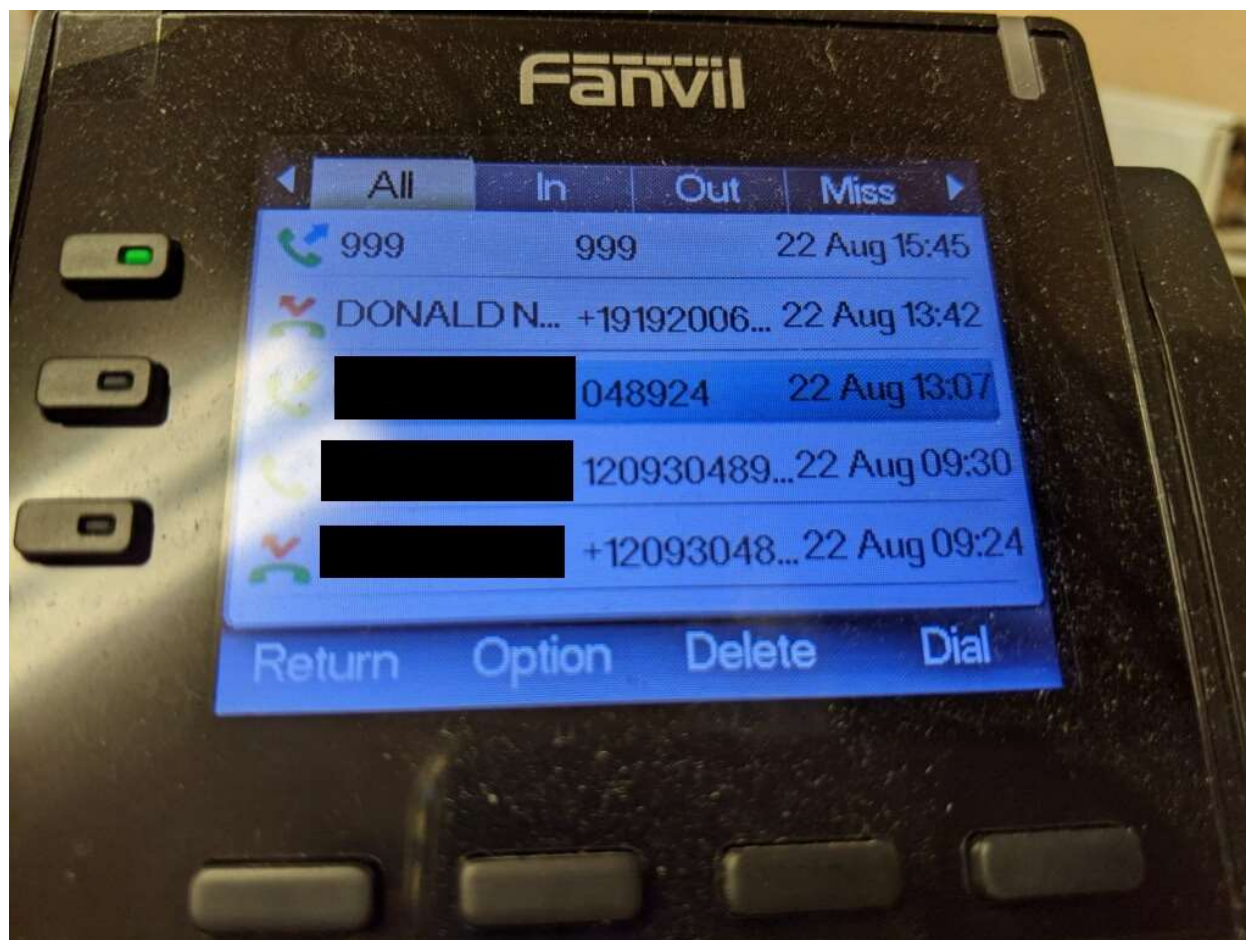
NOTE: After sending the email to the wrong email address to the one panelist, HR did not receive an "undeliverable" email notification which would have alerted HR that the wrong email address had been used. Additionally, HR did not receive confirmations from most of the citizen panelists in response to the email sent to them on August 17th, so not receiving one from the one councilmember's panelist was not unusual and did not raise concern.

On August 22, 2022, at 9:24 am while HR received a voicemail message via email message from the aforementioned Councilmember's panel representative while setting up for the panel interviews. She was asking about the date and time of the panel interviews. She stated she thought it was supposed to be on either August 22nd or August 23rd.

On August 22, 2022, at 9:30 am HR called the panelist back and the call was sent to voicemail. HR left the panelist a detailed message explaining that she should have received an email with the details and that the interviews were starting shortly. At this time HR still did not know there had been an error with the email address of the panelist.

On August 22, 2022, at 1:07 pm HR received a phone call from the panelist saying she just received my message from the morning. She said she never received an email from HR, so HR pulled up the email and proceeded to verify that one was sent as well as the email address it was sent to. That is when HR realized the mistake. HR was completely transparent with the panelist and apologized profusely. HR did not stutter or become flustered as the panelist would have everyone believe. It was an honest spelling mistake just like the Councilmember's spelling mistake. The panelist was upset, and HR acknowledged her right to feel that way. The panelist did state she felt it was done intentionally because of which Councilmember had recommended her. HR assured her that was not the case and at no point would HR have ever said it was because it simply wasn't true. HR apologized again and the call was ended.

HR contacted the Mayor, who was a member of the ad hoc committee for this recruitment and proceeded to explain the unfortunate events. The Mayor asked for a copy of the Councilmember's email with the spelling error, the email to the panelist, and a photo of HRs work phone log. HR sent the requested items to the Mayor.



Citizens Panel Interviews

On Monday, August 22, 2022, the Citizens Panel was held at City Hall in the City Council Chambers.

Attendance: Candidate 1 appeared virtually via Zoom by request and Candidate 2 appeared in person.

Time: Each candidate interview was scheduled for 45 minutes.

Candidate 1's interview started at 9:45 am.

Candidate 2's interview started at 10:45 am.

Outcome: 6-0 vote for Candidate 2.

City Council Interviews

On Thursday, 25, 2022, City Council held a Special Meeting in City Hall in the City Council Chamber where candidate interviews were conducted during Closed Session. Members of the public were given an opportunity to provide public comment.

Attendance: Both candidates appeared in person for the City Council interview.

Time: Each candidate interview was scheduled for 1 hour.

Candidate 1's interview was delayed by 15 minutes and started at 1:15pm.

Candidate 2's interview started at 2:15 pm.

Outcome: 5-0 vote for Candidate 2.

All interview materials were collected after each interview panel.

CLOSED SESSION MEETINGS

Recordings for Closed Session report outs are available by request at City Hall. Following Closed Session, City Council reports out, to the extent allowed by law, on the items discussed during Closed Session. The public is invited to listen to the Closed Session report outs for any City Council meetings. If you would like to listen to these, you can visit City Hall, at 1 E Main Street, Lone, California, and listen to them using the City's equipment, or if you wish to have a copy of the recordings to listen to at home, you can deliver/submit via mail, a flash drive to City Hall, PO Box 398, Lone, CA 95640, and staff will copy the desired recordings to your device.

INTERIM CITY MANAGER PROCESS

April 23, 2021 – Appointment of Public Employee – Interim City Manager

PERMANENT CITY MANAGER PROCESS

May 3, 2022 – Pursuant to Government Code Section 54957 – Public Employee Appointment: City Manager

- Councilmember Rhoades recused himself from Closed Session. All other members of City Council were present.

June 7, 2022 – Pursuant to Government Code Section 54957 – Public Employee Appointment: City Manager

- Councilmember Rhoades recused himself from Closed Session. All other members of City Council were present.
- City Manager recruitment ad hoc committee (Dan Epperson and Diane Wratten) chosen.

August 2, 2022 – Pursuant to Government Code Section 54957 – Public Employee Appointment: City Manager

- Mayor Epperson available by Zoom, Vice Mayor Plamondon absent. Councilmembers Atlan, Rhoades and Wratten present during Open Session.

September 6, 2022 – Pursuant to Government Code Section 54957 – Public Employee Appointment: City Manager

- All five members of City Council were present.

Agenda Item

4

DATE: September 20, 2022

TO: Mayor Epperson and City Council

FROM: Michael Rock, Interim City Manager
John Alfred, Police Chief

SUBJECT: Adoption of Resolution Designating Certain Employees as Code Enforcement Officials and Adopting Safety Standards Policy for Code Enforcement Officials

RECOMMENDED ACTION:

It is recommended that the City Council adopt Resolution 2022-19 designating certain employees as Code Enforcement Officials and Safety Standards Policy for Code Enforcement Officials

FISCAL IMPACT:

None.

BACKGROUND:

The proposed Resolution (*Attachment 1*) will update the designated employees to reflect current City staffing and organization structure in 2022. Furthermore, "EXHIBIT A" to the Resolution contains new safety standards for Code Enforcement Officials that are being adopted pursuant to Senate Bill No. 296. SB 296 (*Attachment 2*) was approved by the Governor in 2021 and amended the Penal Code to create a state-mandated local program requiring each local jurisdiction that employs code enforcement officers to develop safety standards for them.

In 2021 the State Legislature found and declared in SB 296 that code enforcement officers are disproportionately at risk for threat, assault, injury and homicide due to the nature of their obligations. The new safety standards emphasize situational awareness, avoiding conflict and communication. It also identifies training beneficial to Code Enforcement. SB 296 permits jurisdictions to retain the control to design and implement training and safety protocols consistent with the dynamics and needs of their own community.

ATTACHMENTS:

1. Proposed Resolution
2. Senate Bill No. 296

RESOLUTION NO. 2022-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IONE, CALIFORNIA, DESIGNATING CERTAIN EMPLOYEES AS CODE ENFORCEMENT OFFICIALS AND ADOPTING SAFETY STANDARDS POLICY FOR CODE ENFORCEMENT OFFICIALS

WHEREAS, on December 3, 2019, the City Council enacted Ordinance No. 515 establishing Section 15.24.101 "ENFORCEMENT" in Chapter 15.24 of the Municipal Code which prescribes a procedure for enforcing the City's adopted Codes and Ordinances; and

WHEREAS, Section 15.24.100 of Chapter 15.24 in the Municipal Code requires the City Council to adopt a Resolution designating certain City employees as authorized to enforce the City Municipal Code and issue citations for violations of the City Municipal Code and Ordinances; and

WHEREAS, on October 7, 2021, the Governor signed into law Senate Bill SB 296 which amended the Penal Code to create a state-mandated local program requiring that each local jurisdiction that employs Code Enforcement Officers to develop safety standards for them; and

WHEREAS, the State Legislature found and declared in SB 296 that Code Enforcement Officers are disproportionately at risk for threat, assault, injury and homicide due to the nature of their obligations and that safety training would be of benefit to help Code Enforcement Officers with the City achieve safe outcomes; and

WHEREAS, the purpose and intent of this Resolution is to comply with Section 2-321(a) by officially designating certain employees as Code Enforcement Officers which are identified as Code Enforcement Officials within the Ione Municipal Code of the City of Ione and SB No. 296 by adopting Code Enforcement Officer Safety Standards for the City's Code Enforcement Officials; and

WHEREAS, the City has prepared and attached as "**EXHIBIT A**" Code Enforcement Officer Safety Standards for the City of Ione; and

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Ione designates as follows:

SECTION 1. The foregoing recitals are incorporated herein and made a part hereof.

SECTION 2. The following City of Ione employees are hereby designated as Code Enforcement Officials of the City of Ione and shall have all of the authorities, responsibilities, and powers granted in Chapter 2 of the Municipal Code for the City of Ione:

1. The person(s) holding the office or position of Code Enforcement Officer, or any successor office or job position established by the City; and
2. The person(s) holding the office or positions of Building Official, Building Inspector, or job position established by the City; and
3. The person(s) holding the office or positions of Water Quality Manager, Water Quality Inspector, or any successor office or job position established by the City; and

4. The person(s) holding the office or position of Planning Manager, City Planner, or any successor office or job position established by the City; and
5. The person(s) holding the office or position of Community Services Director, Public Works Supervisor, Public Works Technician, or any successor office or job position established by the City; and
6. The person(s) holding the office or position of City Engineer, Engineering Technician, or any successor office or job position established by the City; and
7. Any active sworn Police Officer of the City of Lone.

SECTION 3. Prior to issuing any citations pursuant to Chapter 2 of the Municipal Code, a Code Enforcement Official shall obtain any and all certifications and/or training required by federal, state, or local laws in order to issue said citations including but limited to the PC 832 Arrest and Firearms Course.

APPROVED AND ADOPTED by the City Council of the City of Lone at a regular meeting on the 20th day of September, 2022.

AYES:

NOES:

ABSTAIN:

ABSENT:

Dan Epperson
Mayor

ATTEST:

Janice Traverso
City Clerk

**CITY OF IONE
CODE ENFORCEMENT OFFICERS: SAFETY STANDARDS****I. MISSION.**

Code Enforcement's mission is to preserve and enhance the livability, health, safety, and general welfare of all residents, businesses, and visitors that are served within the City of Ione. The Ione Municipal Code refers to Code Enforcement Officers as Code Enforcement Officials.

II. PURPOSE.

The purpose of this document is to develop safety standards appropriate for the Code Enforcement Officers employed in the City of Ione (hereafter "safety standards") is to provide guidelines for:

- Safety Concerns
- Communication Procedures
- Incident Reporting
- Equipment, Training, and Continuing Education

III. CODE ENFORCEMENT PHILOSOPHY AND CONSIDERATIONS.

The goal of code enforcement is to achieve voluntary compliance by focusing on customer service. However, not all encounters have an equal degree of resolution and in rare occasions, officer safety concerns may arise. The intent of these safety standards is to allow the level of code enforcement that best fits the type and circumstances of the code violation(s), environment, and to maximize available resources.

IV. BACKGROUND.

California State Senate Bill No. 296 was approved by Governor Gavin Newsom after the California State Legislature found and declared that code enforcement officers are disproportionately at risk for threat, assault, injury, and even homicide due to the nature of their obligations. On October 07, 2021, Section 829.7 was added to the Penal Code, relating to code enforcement officers and required each local jurisdiction that employs code enforcement officers to develop safety standards appropriate for the code enforcement officers employed within their jurisdiction. Although there is no set standard for code enforcement officers locally, statewide, or nationally, each jurisdiction is required to develop safety standards to ensure that the best interest of the officers performing these types of duties are considered.

V. ROLE OF CODE ENFORCEMENT OFFICERS.

Code Enforcement Officers are not sworn law-enforcement personnel nor have special authority to exercise powers granted to sworn law-enforcement personnel outlined in the California Penal Code. Code Enforcement Officers are not required to have specific training or certifications like their law enforcement counterparts. ***Non-sworn code enforcement officers without proper training, experience, or authority should use reasonable efforts to avoid situations where physical combat techniques may be required.***

This written procedure is not intended to be used as a use of force policy or authorization to enforce regulations not intended for code enforcement personnel. Typically, code enforcement officers enforce local and adopted ordinances outlined in the jurisdiction's regulations. In all circumstances where an officer feels a sense of danger, they should immediately leave the area and notify a supervisor.

VI. SAFETY PROCEDURES.

A. Safety Concerns

Code enforcement officers face inherently dangerous and high risk below are listed duties and suggested courses of action:

Type	Concerns	Safety Measures
Interior Housing Inspection	Assault & Battery, Dog Attack	Verify animal secured and home vacant prior to onsite inspection
Substandard Structures	Tripping, Falling Material, Dust, Mold	Appropriate shoes, Hard Hat, Flashlight, Face Mask
Task Force	Irate & combative people	Coordinated plan amongst task force members including lone Police Dept.
Business Compliance Inspections	Irate people, runners	Pair up staff if it looks / feels sketchy
Vacant Property	Vectors, vegetation, unsafe pools, squatters	Coordinated plan with Vector Control for vectors, Building & Safety for securing site, lone Police Dept. for squatters
Water Quality Inspections	Slipping, wet roads, muddy sites, weather, construction	Wear appropriate weather gear, wear vest, appropriate shoes and hard hat on construction sites
Unpermitted Work Inspections	Unsafe construction, exposed trench or wires	Coordinate with Building & Safety to access site, wear safety vest and helmet, be aware of surroundings

Vehicle / Parking Enforcement	Motorists, irate & combative people, homeless	Wear safety vest and be aware of surroundings, coordinated plan with lone Police Dept.
Administrative Warrants	Threats of litigation, irate people, dogs off leash	Coordinated plan amongst the City Attorney, OCFA, OC Health, and lone Police Dept. as needed

It is strongly recommended that a case history be reviewed prior to visiting any property or place of business. The use of case history and documentation is vital to safety. Utilizing local law enforcement property history is highly recommended.

To maintain safety for all Code Enforcement Officials, whether in the field or in the office, all Code Enforcement Officials in lone shall use the **BASE** Rule (**B**e **A**lert **S**can for Warning Signs **E**vacuate), best practices include:

- 3) Code Enforcement Officials should **ACT WITH PURPOSE**. It establishes confidence, commands presence and can act as a deterrent to an attack.
- 4) Code Enforcement Officials should eliminate distractions. Officials should not do anything that will preoccupy them from safely making observations and interacting with the public.
- 5) During field interviews, Code Enforcement Officials shall ensure that they:
 - Are in a position of advantage or have an escape route readily available.
 - Are alert for warning signs of aggression from both people and animals on the property.
 - When contacting an individual, attempt to determine if there are other people or animals on the property. Ask for any hazards on the property such as failed septic systems, hazardous electrical, etc.
 - Be alert for weapons. If an Official observes what they think is a weapon, the preferred option shall be to end the conversation and leave the area safely and immediately.
4. Code Enforcement Officials shall exhibit care when dealing with animals
 - a. All animals encountered in the field shall be treated with caution. Watch for aggressive or threatening behavior and respond accordingly.
 - b. Have a responsible party secure any animals which may be hostile to a Code Enforcement Officials during the inspection.
5. Inspecting Vacant Buildings/Structures

- a. Code Enforcement Officials shall NOT enter a non-residential building/structure that appears to be currently occupied. If a building or structure has indications of being occupied the Code Enforcement Officials shall attempt to contact a responsible party to determine occupancy and safely contact any individual that may be inside the building/structure.
- b. In addition to safety concerns, a sign of current occupancy will usually trigger the need to obtain consent or a warrant to continue the inspection.
- c. Code Enforcement Officials should knock loudly and announce their presence when conducting inspections. Wait for a response and continue to look for signs of current occupancy.
- d. If the Code Enforcement Official is unable to contact a responsible party, law enforcement may be contacted to ensure that the inspection of the building/structure can be made safely.

Expectations

1. When in the field, Code Enforcement Officials are expected to know their approximate location to be able to report it in the case of an emergency.
2. Code Enforcement Officials are expected to strive to maintain a “professional face” when interacting with upset or angry individuals so that they can remain detached enough to safely observe the actions of the individual and assess any possible threats or hazardous situations.
3. Code Enforcement Officials are expected to make note of suspicious activity or hazards for reporting to the appropriate agency.
4. Code Enforcement Officials are never expected to knowingly put themselves into dangerous or harmful situations.
 - a. When a Code Enforcement Official may face potentially dangerous or harmful situations, staff shall consult with a supervisor to address the hazards. Such measures to address the hazards could include taking a second official or contacting Lone Police Department, or performing the inspection only after law enforcement has mitigated the hazard.
 - b. If a Code Enforcement Official observes a hazard which constitutes an immediate threat to life or property, the Code Enforcement Official shall immediately take steps to ensure their safety and make the necessary notification to 911 and/or other first responders. Immediately after this notification, the Code Enforcement Official shall contact their supervisor or designee when it is safe to do so.
5. The most important thing to do if the area does not appear to be safe is to **ACT** by leaving the area. The best response for a Code Enforcement Official when confronted with a direct threat is to safely and immediately leave.

Threats, Assaults and Batteries

All threats, assaults and batteries directed at Code Enforcement Officials are serious and shall be reported to supervision, management, and/or law enforcement, immediately (as soon as it is safe). Code Enforcement Officials should obtain as much information as safely possible about the subject making the threat, assault or battery, including their intent, ability and desire to carry out their actions, and include this information in the report to law enforcement and their immediate supervisor(s).

Avoiding Conflict

The use of body language, choice of words, and tone should all be employed to de-escalate a potentially hostile situation. Use these techniques if it is safe to do so to try and complete an assignment. Conflict resolution training may be available and recommended for all Code Enforcement Officials.

If de-escalation is not effective, Code Enforcement Officials should end the communication and leave the area. This applies to both hostile subjects and hostile animals.

Use of Force

In the rare case of immediate and direct threat to life, Code Enforcement Officials may use the minimum reasonable amount of force necessary to mitigate the threat and allow for evacuation or escape from the area. The preferred method is to leave the area. If a Code Enforcement Official needs to use force for self-defense (i.e., either physically or by visually displaying pepper spray or other equipment), then such action shall be reported immediately (as soon as it is safe) to law enforcement and their immediate supervisor.

The exercise of good judgment at all times when force is necessary. Each situation explicitly requires the use of force to be reasonable and only that force which reasonably appears to be necessary may be used to mitigate a direct threat. Mere verbal threats of violence, verbal abuse, or hesitancy by the person in following commands do **NOT**, in and of themselves, justify the use of physical force **WITHOUT** additional facts or circumstances which, taken together, pose a threat of harm to the Code Enforcement Official or others. Code Enforcement Officials must be prudent when applying any type of use of force.

Unreasonable application of force on a person is a violation of California and federal law, which may result in the criminal prosecution of the Code Enforcement Official and/or civil liability for the Code Enforcement Official.

Unreasonable application of physical force on an animal is a violation of California Humane Law (California Penal Code 597), which may result in criminal prosecution and/or civil liability of the Code enforcement Official.

Code Enforcement Officials should clearly understand that the standard for determining whether the force applied was reasonable is that conduct which a

reasonable Code Enforcement Official would exercise based upon the information the Code Enforcement Official had when the conduct occurred.

The decision to use physical force places a tremendous responsibility on the Code Enforcement Official. There is no one capable of advising the Code Enforcement Official on how to react in every situation that may occur. Ideally, all situations should require only verbalization. Code Enforcement Officials must be able to escalate or de-escalate the response that reasonably appears to be necessary to control a situation.

B. Reporting

Code Enforcement Officials are required to immediately report all Official/staff safety issues to a supervisor. This includes the mere display of officer safety equipment or pepper spray.

After a verbal notification of an Officer/staff safety issue, the supervisor shall require Code Enforcement Official to submit a written report of the situation to Human Resources.

C. Communication

The goal of lone Code Enforcement is always to educate the public first by using a respectful attitude, proper tone, and effective communication. While there are attacks on code enforcement officers that have occurred; preventative measures and awareness are key to avoiding the probability of escalation or a confrontation with members of the public.

While the need for safety is essential, Code Enforcement Officials shall utilize de-escalation techniques, crisis intervention tactics, and other alternatives when it is safe and feasible to do so. Code Enforcement Officials should obtain training and guidance on when and how to use communication, de-escalation, and crisis intervention strategies to defuse and resolve encounters

Code Enforcement Officials are encouraged to consider the following:

- I. Communication should be the first option, if the situation safely allows the time and distance for communication to occur. Officials should maintain communication throughout any encounter under such circumstances.
- II. How to approach, greet, engage, adapt, repair, and close the event in an effective manner;
- III. Tactical methods not limited to time, distance, cover, and concealment;
- IV. The impact of volume, tone, pace, and demeanor on communication;
- V. Giving respect and dignity;
- VI. Active listening;
- VII. Ability to give and receive constructive feedback;

- VIII. Mindful attention;
- IX. Providing a voice to others and the value of allowing people to “vent”;
- X. Non-verbal communication and behavioral cues;
- XI. Questioning strategies: open vs closed-ended;
- XII. Persuasion strategies: rational, personal, or ethical appeals;
- XIII. Dealing with difficult or dominating people;
- XIV. Inappropriate communication;
- XV. WAIT Strategy – “Why Am I Talking?”
- XVI. Officers should consider whether an individual’s non-compliance may be due to a medical condition, mental impairment, substance interaction, developmental or physical disabilities, or other considerations that may be beyond the individual’s control. If safe and feasible, officers should use de-escalation techniques, or alternative resources (such as calling in additional trained personnel)

ADDITIONAL CONSIDERATIONS

lone Code Enforcement Officials like all code enforcement officers are ordinary citizens with lives, homes and families. In the 21st Century the availability of information makes it relatively easy for bad actors to plan an attack or commit other unlawful acts against a Code Enforcement Official or their family. While Code Enforcement Officers are not specifically listed in VC 1808.4, some Code Enforcement Officers can be considered as qualifying for confidentiality under the specified conditions of VC 1808.4. The most common of these is VC 1808.4 (a) (19) “An active or retired CITY enforcement officer engaged in the enforcement of the Vehicle Code or municipal parking ordinances” (emphasis added). Lone’s Code Enforcement Officials routinely deal with the enforcement of Municipal Code Parking Ordinances that regulate lawn cars, vehicle advertising, inoperable vehicles, oversized commercial vehicles and recreational vehicles and trailers on a regular basis. To maintaining safety for all lone Code Enforcement Officials in lone and Code Enforcement Official engaging in the enforcement of vehicles can request on their department’s letterhead and signed by a City Supervisor authorized to/capable of verifying employment and qualification, for DMV confidentiality pursuant to VC 1808.4, along with INV 32 forms, Request for Confidentiality of Home Address, from the Department of Motor Vehicles, Investigation Division, Confidential Records Unit, P.O. Box 825389 M/S N227, Sacramento, CA 94232-3890. The Letter making the request shall state the VC 1808.4 subsection/reasons under which the employees qualify for confidentiality and the number of forms requested (one per employee). Then simply fill out the INV 32 forms and return them to the DMV.

SUGGESTED EQUIPMENT

Equipment	Reason
Uniforms	Proper Identification of code enforcement personnel: <ul style="list-style-type: none"> • Shirt/Polo
	<ul style="list-style-type: none"> • Metal Badge • Identification Badge Card • Business Cards • Hat
Vehicles	Identification of City Personnel
Personal Protective Equipment	Hazardous conditions: <ul style="list-style-type: none"> • Mask/Face Cover • Goggles • Shoe Covers • Respirators (proper fitting) • Gloves • Hard Hat • Ear Plugs / Ear Protection • Sanitizer • Sanitizer Spray
First-Aid Kit	Triage field injury
Telephone	Contact / Summon assistance
Oleoresin Capsicum (Pepper Spray)	Defensive purposes when protecting oneself from personal injury and/or to stop further physical injury to oneself or to others

SUGGESTED TRAINING

Training	Reason	Provider
PC 832 - Course	Citation Authority	Training Academies Minimum content and hourly requirements
Hazmat	Airborne pathogens	ICC / CACEO
Report Writing	Documentation	ICC / CACEO
Hoarding	Airborne pathogens/Inspection Safety	ICC / CACEO
Joint Enforcement	Warrants	ICC / CACEO
Compliance Inspections	Basic Safety protocols	ICC / CACEO
Drug Awareness	Situational awareness	ICC / CACEO
Mental Illness	Situational awareness	ICC / CACEO
Mold	Airborne pathogens	ICC / CACEO
Pest Infestation	Airborne pathogens	ICC / CACEO
Situational Awareness	Situational awareness	ICC / CACEO
Effective Communication	De-escalation techniques	ICC / CACEO
Code Official Safety Specialist (COSS)	Officer Safety	ICC / CACEO

Senate Bill No. 296

CHAPTER 637

An act to add Section 829.7 to the Penal Code, relating to code enforcement officers.

[Approved by Governor October 07, 2021. Filed with Secretary of
State October 07, 2021.]

LEGISLATIVE COUNSEL'S DIGEST

SB 296, Limón. Code enforcement officers: safety standards.

Existing law defines the term “code enforcement officer” as a person who is not a peace officer, who has enforcement authority for health, safety, and welfare requirements, and who is authorized to issue citations or file formal complaints, as specified.

This bill would require each local jurisdiction that employs code enforcement officers to develop safety standards appropriate for the code enforcement officers employed in their jurisdiction. By imposing new duties on local jurisdictions, this bill would impose a state-mandated local program.

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

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

Digest Key

Vote: MAJORITY Appropriation: NO Fiscal Committee: YES Local Program: YES

Bill Text

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

SECTION 1.

The Legislature finds and declares that code enforcement officers are disproportionately at risk for threat, assault, injury, and even homicide due to the nature of their obligations.

SEC. 2.

Section 829.7 is added to the Penal Code, immediately following Section 829.5, to read:

829.7.

Each local jurisdiction that employs code enforcement officers shall develop code enforcement officer safety standards appropriate for the code enforcement officers employed in their jurisdiction.

SEC. 3.

If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.