



SPECIAL JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF CRESCENT CITY
AND THE
CRESCENT FIRE PROTECTION DISTRICT BOARD OF DIRECTORS

AGENDA
WASHINGTON FIRE STATION
255 WASHINGTON BLVD.
CRESCENT CITY, CA 95531

MONDAY

OCTOBER 12, 2026

5:30 P.M.

This meeting will be held in person at the location listed above. The public may access and participate in the public meeting by (1) attending the meeting in person and making public comment when called for by the Mayor or (2) by submitting a written comment via publiccomment@crecentcity.org or by filing it with the City Clerk at 377 J Street, Crescent City, California, 95531. All public comments (via email or mail) must be received by the City Clerk prior to 12:00 p.m. the day of the meeting. Please identify the meeting date and agenda item to which your comment pertains in the subject line. Public comments so received will be forwarded to the City Council and posted on the website next to the agenda. **Written public comments will not be read aloud during the meeting.**

Notice regarding Americans with Disabilities Act: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in the meeting, please contact the City Clerk's office at (707)464-7483, ext. 12. Notification 48 hours before the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting [28 CFR 35.102-35.104 ADA Title II]. For TTYDD use for speech and hearing impaired, please dial 711. A full agenda packet may be reviewed at City Hall, 377 J Street, Crescent City, CA or on our website: www.crescentcity.org

OPEN SESSION

Crescent Fire Protection District Board of Directors

- Call to order
- Roll call

City Council

- Call to order
- Roll call

Pledge of Allegiance

NEW BUSINESS

1. Fire Chief Employment Agreement

- *Recommendation: Hear staff report*
- *Technical questions from the Council and Board*
- *Receive public comment*
- *Further Council and Board discussion*

Crescent Fire Protection District:

- *Recommendation: Recommend that the City Council appoint Lance Selph to the position of Fire Chief*

City Council:

- *Recommendation: Approve and adopt Resolution No. 2026-67, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY APPOINTING LANCE SELPH AS THE FIRE CHIEF AND APPROVING AN EMPLOYMENT AGREEMENT*

2. Oath of Office for Fire Chief Lance Selph

ADJOURNMENT

Crescent Fire Protection District Board of Directors:

Adjourn to the regular meeting of the Crescent Fire Protection District Board of Directors scheduled for November 9, 2026 at 5:00 p.m. at the Washington Fire Station, 255 Washington Blvd., Crescent City, CA 95531

City Council:

Adjourn to the regular meeting of the City Council of the City of Crescent City scheduled for October 19, 2026 at 6:00 p.m. at the Flynn Center, 981 H Street, Crescent City, CA 95531.

POSTED:

October 8, 2026
/s/ Robin Altman
City Clerk/Administrative Analyst
City of Crescent City

Vanessa Duncan
Clerk of the Board
Crescent Fire Protection District

DISTRICT BOARD/CITY COUNCIL AGENDA REPORT

TO: CHAIR NELSON AND MEMBERS OF THE DISTRICT BOARD
MAYOR WRIGHT AND MEMBERS OF THE COUNCIL

FROM: ERIC WIER, CITY MANAGER

BY: SARA BARBOUR, HUMAN RESOURCES MANAGER

DATE: OCTOBER 12, 2026

SUBJECT: FIRE CHIEF EMPLOYMENT AGREEMENT

RECOMMENDATION

- Hear staff report
- Technical questions from the Council/Board
- Receive public comment
- Further Council/Board discussion

Crescent Fire Protection District:

- Recommendation: Recommend that the City Council appoint Lance Selph to the position of Fire Chief.

City Council:

- Recommendation: Adopt Resolution No. 2026-67, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY APPOINTING LANCE SELPH AS THE FIRE CHIEF AND APPROVING PROPOSED EMPLOYMENT AGREEMENT

BACKGROUND

In December 2025, previous Fire Chief Kevin Carey informed the City of Crescent City and the Crescent Fire Protection District that he intended to resign effective December 26, 2025.

In mid-December 2025, Bill Gillespie agreed to come back to serve as Fire Chief on an interim basis (as a CalPERS retired annuitant) while the City conducted a full recruitment for a new Fire Chief. Chief Gillespie's interim assignment began on December 29, 2025 allowing him to serve until December 31, 2026 or until a new Fire Chief is appointed.

After receiving direction from the City Council and District Board regarding the recruitment and inclusion of relocation benefits, City staff launched an extensive national recruitment campaign. The position was advertised in fire publications and websites, across social media platforms, and through active outreach to other fire departments to reach potential candidates.

There were three candidates who were selected for an initial interview, with one declining due to family to relocation concerns. The interview panel consisted of representatives from Crescent City Police Department, County of Del Norte Community Development, Sutter Coast Hospital, Fortuna Fire, Elk Valley Rancheria, and Pelican Bay State Prison. Both candidates then met with representatives from the Crescent City Council, representatives from the Crescent Fire Protection District Board, City Manager, interim Fire Chief, and Crescent City Fire and Rescue leadership for a second interview.

ITEM ANALYSIS

Mr. Selph comes to us with over 30 years of fire service in a career fire department. He holds Firefighter 1 & 2, Fire Officer 1, and Fire Service Instructor 1 certificates, is a Fire/Arson Investigator, and paramedic. Mr. Selph is currently working towards his bachelor's degree in Fire Science Administration.

Currently, Mr. Selph is the Assistant Fire Chief of Hastings Fire & Rescue and prior to that, he was with Adair County (Oklahoma) serving as the EMS Director. Prior to his employment with Adair County, he served 23 years with Fayetteville Fire Department, the last 5 of which he served as Battalion Chief.

Mr. Selph has shown his dedication to community during his career in the fire service. It is the opinion of the City Manager that Mr. Selph is well balanced in his education, experience, integrity, and values to be the City's next Fire Chief. He is an engaged leader who invests in his team and can lead the department into the future.

Crescent City Municipal Code 2.08.080 states that it shall be the duty of the City Manager to appoint, remove, promote and demote any and all officers and employees of the city, except as otherwise provided herein. The appointment or removal of any department head shall be subject to approval of the City Council.

FISCAL ANALYSIS

The employment agreement reflects a starting annual salary of \$145,318.99, which is within the annual salary range (Step 3) for the Fire Chief position. Mr. Selph will receive the same base benefits specified in the Memorandum of Understanding (MOU) between the City and the Crescent City Management Employees' Association as is the case with all City department heads. A relocation reimbursement of up to \$10,000 has been approved. The City will also provide a vehicle for emergency response as well as uniforms

for the Fire Chief. Under the agreement between the City and District, the District will reimburse the City for 50% of the costs associated with this position. The proposed salary, benefits, and relocation reimbursement are already included in the adopted budget, so no budget adjustment is required.

Chief Gillespie's appointment as interim Fire Chief will end when Chief Selph begins his employment on November 30, 2026. Under CalPERS rules regarding post-retirement employment, a retired annuitant can only be placed into an interim position (while a permanent position is vacant and in recruitment) or an extra help position (to provide additional assistance for a position that is filled). A resolution will be brought to the City Council at an upcoming meeting to end Chief Gillespie's interim appointment and begin an extra help appointment, so he can provide training and assistance to Chief Selph. The current budget also covers the hours needed for this transition period.

STRATEGIC PLAN ANALYSIS

This action supports the following Strategic Plan goals:

Goal 1: Support quality services, community safety, and health to enhance the quality of life and experience of our residents and visitors

Goal 3(C): Maximize performance and value in all City Council, staff, volunteer and committee positions

Goal 3(E): Recruit and retain highly qualified employees

ATTACHMENTS

1. Resolution No. 2026-67
2. Fire Chief Employment Agreement

CITY OF CRESCENT CITY

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (“Agreement”) made and entered into this ____ day of _____ 2026, by and between the City of Crescent City, a California municipal corporation (referred to herein as “City”), and Lance Selph, an individual (referred to herein as “Employee” or “Fire Chief”).

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. DUTIES & TERM

(A) Employee accepts employment with City as the Fire Chief of said City and is vested with the power to perform the various functions, duties and responsibilities as specified in: (i) the Crescent City Municipal Code, as the same may be amended or modified from time-to-time by the City Council; (ii) California state law; (iii) City policies and procedures approved by the City Council or City Manager; and (iv) in the job classification attached hereto as Exhibit “A”, each fully incorporated herein by reference, and to perform other legally-permissible and proper duties and functions as the City shall from time to time assign.

(B) Employee will begin performing services under this Agreement on November 30, 2026 (the “Commencement Date”). This Agreement will remain in full force and effect until terminated by the City or Employee as provided herein.

(C) Nothing in this Agreement is intended to prevent, limit, or otherwise interfere with the right of City to terminate the services of Employee at any time. In the event City terminates the services of Employee for reasons other than those constituting good cause, the City must give Employee thirty (30) days’ written notice, unless the parties otherwise agree.

(D) Nothing in this Agreement is intended to prevent, limit, or otherwise interfere with the right of Employee to resign at any time from his position with the City. In the event Employee voluntarily resigns his position with the City, Employee must give City a minimum of thirty (30) days’ written notice, unless the parties otherwise agree.

(E) City may immediately terminate Employee’s employment with City and this agreement at any time by providing Employee written notice of his termination for cause. In

the event Employee is terminated for cause, City will pay Employee for his accrued but unused vacation, floating holiday, and administrative leave. For purposes of this Agreement, cause for termination includes, but is not limited to: (i) theft or attempted theft, (ii) material dishonesty; (iii) willful or persistent material breach of duties; (iv) engaging in unlawful discrimination or harassment of employees or any third party while on City premises or on City time; (v) conviction of either a felony, a criminal offense involving moral turpitude, or a felony or misdemeanor under the Political Reform Act or Government Code Section 1090; (vi) engaging in conduct tending to bring embarrassment or disrepute to City; or (vii) unauthorized absences.

(F) This Agreement is contingent on Employee successfully completing the pre-employment requirements as outlined in the conditional offer of employment prior to the Commencement Date.

3. SALARY

(A) Base Salary. As compensation for services rendered under this Agreement, City will pay Employee a base annual salary of \$145,318.99 (Grade 50, Step 3) payable in installments for the same pay periods as other employees of the City are paid.

(B) COLA. Employee will receive the same Cost of Living Adjustment (COLA) afforded to the employees in the Crescent City Management Employee's Association, as approved from time to time by the City Council.

(C) Step Increases. Employee will be entitled to receive step increases as specified in paragraph 5(D) herein.

(D) City Vehicle. In addition to the base salary listed above, and in lieu of additional base salary, the City will provide the Fire Chief with exclusive use of an automobile equipped for emergency response. This automobile is provided because the Fire Chief's duties require the use of an automobile for City business on an "on call" basis. Incidental personal use of the vehicle, including the transport of immediate family members, is permitted when the Fire Chief is "on call" for emergency response. City will be responsible for paying liability, property damage, and comprehensive liability insurance as well as the costs of operation, fuel, maintenance, repair and any replacement of said automobile.

4. BENEFITS

(A) PERS. The City agrees to maintain a 2.0% at age 50 PERS Retirement Program for Employee (for Safety Classic PERS members) or 2.7% at age 57 (for Safety PEPRA PERS members) by paying the PERS employer contribution rate. Employee will pay the Safety member contribution rate as determined by CalPERS, currently 9% for Safety Classic PERS members or 13.75% for Safety PEPRA PERS members, and the remaining contribution for the '59 Survivor's Continuance Benefit.

(B) CCMEA Benefits. Employee will receive the same benefits as the base benefits specified in that certain Memorandum of Understanding (MOU) between the City and the Crescent City Management Employees' Association, as amended from time to time (currently located at Sections 10 (excluding 10.1), 11, 12 and 13 (excluding 13.15) and attached hereto as Exhibit "B"). With regards to Section 12, as an exempt employee, Fire Chief is authorized to take City-designated holidays off from work; however, if operational needs dictate that Fire Chief must work on a holiday, then no additional compensation will be afforded him.

(C) Administrative Leave. Employee will receive eighty (80) hours of administrative leave in each fiscal year of employment as reimbursement for attending evening and weekend meetings, and other events requiring City representation. Administrative leave will be prorated during the first fiscal year commensurate with Employee's Commencement Date. Administrative leave will not carry forward from year to year, however, any unused administrative leave or floating holidays will be paid out at the end of each fiscal year. Any unused accrued vacation time will be paid out when Employee leaves City employment.

(D) Uniforms. The City shall provide required uniforms for Employee at no cost including uniform shoes or boots.

(E) Moving and Relocation Expense Reimbursement. The City will reimburse Employee up to \$10,000 for costs and expenses of relocating to the Crescent City, California area, including but not limited to: professional moving company services, moving truck or van rental, transport/shipping, airfare, mileage, gas, temporary (less than 30 days) lodging or storage for personal or household items. To be eligible for reimbursement, expenses must be incurred after Employee's acceptance of the City's conditional offer and no later than three (3) months following the Commencement Date. Employee must submit receipts for

reimbursement within 60 days of incurring the expense. Moving expense reimbursements will be treated as taxable wages per IRS regulations.

5. PERFORMANCE EVALUATION

(A) Goals and Objectives. Approximately annually, but not exceeding every 18 months unless mutually agreed to in writing, the City Manager and Employee will define such goals and performance objectives as they may determine necessary for the proper operation of the Department in the attainment of the City Council's policy objectives; and the City Manager and Employee shall further establish a relative priority among those various goals and objectives. These goals and objectives should be attainable generally within the time limits as specified in the operating and capital budgets and appropriations provided.

So long as Employee also serves as Fire Chief for the Crescent Fire Protection District under the agreement between the City and Crescent Fire Protection District regarding emergency and fire response services, the goals and performance objectives as well as any proposed salary increases will be established jointly with the Crescent Fire Protection District per the agreement.

(B) Annual Report. Employee shall annually prepare a comprehensive report on the activities of the Fire Department to be presented to the City Manager by February 1st. This report should include such items as activity, accomplishments and concerns of the Department, organizational review and any specific recommendations to increase the efficiency or quality of service of the Department. Any recommendations requiring additional financial expenditures should include justification and proposed revenue sources to support the proposal.

So long as Employee also serves as Fire Chief for the Crescent Fire Protection District under the agreement between the City and Crescent Fire Protection District regarding emergency and fire response services, Employee shall prepare a similar report for presentation to the District Board.

(C) Performance Evaluation. The City Manager will review and evaluate the performance of Employee at least once each calendar year. The annual performance evaluation should include, but is not limited to, the annual goals and objectives as determined under Section 5 (A).

(D) Non-Discretionary Step Increase. If Employee's performance is deemed to meet or exceed standards, then Employee will be entitled to receive a step increase effective the first full pay period following Employee's anniversary date, regardless of when the evaluation is actually completed, so long as it is within the authorized salary range for the Fire Chief position.

(E) Excess Duty Coverage Compensation. In recognition of the Fire Chief's sacrifice and service, he will be entitled to receive compensation of \$175 for each 12-hour duty shift that he covers as the primary duty officer in excess of 7 shifts (12 hours each) in any given calendar week. The Fire Chief shall only provide additional primary duty officer coverage beyond 7 shifts per week when there are no volunteers available to fill the shift.

6. HOURS OF WORK

(A) Required Hours. Employee is required to devote his full work time and attention to the duties and responsibilities of the position and any additional work time reasonably required to discharge the duties and functions as assigned by the City Manager, and as described in the City's job classification. Fire Chief is an exempt position under both state and federal wage and hour laws.

(B) Other Employment. Employee may not engage in other employment without the specific written authorization of the City Manager. The City Manager will consider the request and render a determination consistent with the Employer-Employee Relations Rules, Section 8-230.

7. PROFESSIONAL DEVELOPMENT

(A) Professional Fees. City agrees to pay for professional fees, dues, and subscriptions on behalf of Employee that are reasonably necessary to his continuation and participation in organizations desirable for his continued professional growth and advancement, at the discretion of the City Manager.

(B) Travel and Expenses. City agrees to budget and pay for the travel and subsistence expenses of Employee for official travel, meetings, and occasions reasonably necessary to continue his professional development, and to attend required official or other functions on behalf of the City, at discretion of the City Manager. This Section is subject to the City's travel and reimbursement policies.

8. LIABILITY

City agrees to indemnify, hold harmless, and defend at its expense Employee from any and all claims, actions, losses, damages, charges, expenses, or attorney's fees to which Employee may be subject to, arising out of, or resulting from, the performance of his duties hereunder, excepting criminal acts or gross negligence. Notwithstanding the foregoing, City's obligation under this section does not apply to any punitive or exemplary damages that may be awarded by a court against the Employee.

9. BONDING

City will bear the full cost of any fidelity or other bond required of Employee under any law or ordinance, in the performance of his duties as the Fire Chief .

10. FINANCIAL DISCLOSURE

Employee must fully and timely comply with the FPPC Form 700 disclosure and filing requirements of the City's Conflict of Interest Code.

11. GENERAL PROVISIONS

(A) Other Terms and Conditions. City may from time to time fix other terms and conditions relating to the performance of Employee hereunder, provided such terms and conditions are not inconsistent or in conflict with the provisions of this Agreement.

(B) Compliance with Law. Employee must perform his duties in accordance with all the laws, ordinances, rules and regulations applicable to the position.

(C) Entire Agreement. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement. Any prior discussions, negotiations, draft agreements or executed agreements are superseded by this Agreement. Except as expressly provided to the contrary, the provisions of this Agreement are solely for the benefit of the parties hereto and not for the benefit of any other person(s) or legal entity(ies).

(D) Amendment. This Agreement may be amended at any time by mutual agreement of the parties, but any such amendment must be in writing, dated, and signed by the parties and attached hereto.

(E) No Waiver. Any failure of a party to insist upon strict compliance with any term, undertaking, or condition of this Agreement may not be deemed to be a waiver of such term, undertaking, or condition. To be effective, a waiver must be in writing, signed and dated by the parties.

(F) Governing Law / Venue. This Agreement will be governed by and construed in accordance with the laws of the State of California. The parties agree that venue for any civil suit will be Del Norte County, California.

(G) No Inducements. Employee acknowledges that he has not been induced to enter into this Agreement by any representation or statements, oral or written, not expressly contained herein or expressly incorporated by reference. City makes no representations, warranties or guarantees, expressed or implied, other than expressed representations, warranties, and guarantees contained in this Agreement.

(H) Notices. All required notices and communications regarding this Agreement shall be sent to the City of Crescent City at 377 "J" Street, Crescent City, California, 95531 (Attn: City Manager), unless Employee is notified to the contrary in writing. Employee must advise City, in writing, of his mailing address for the forwarding of any communications regarding this Agreement. Any written notice hereunder will become effective as of the date of mailing by registered or certified mail and will be deemed sufficiently given if sent to the addresses as stated in this Agreement, or at such other addresses as may hereafter be specified by notice in writing. In lieu of mailing, written notice will become effective as of the date it is personally delivered to the addressee.

(I) Severability. If any provision or portion of this Agreement is held to be unconstitutional, invalid, or unenforceable by a court of competent jurisdiction, then the parties intend that the remainder of this Agreement to not be affected thereby and that the unaffected provisions of the Agreement remain in full force and effect.

(J) Headings. Headings are not substantive and are for the convenience of the parties only. Headings are not intended to be used in the interpretation of this Agreement.

--SIGNATURE PAGE TO FOLLOW--

IN WITNESS WHEREOF, this Employment Agreement was executed on the date last written below at Crescent City, California.

CITY OF CRESCENT CITY

EMPLOYEE

Dated: _____

Dated: _____

Eric Wier, City Manager

Lance Selph

APPROVED AS TO FORM:

Martha D. Rice, City Attorney

Exhibit A: Fire Chief Job Description

Classification: Fire Chief

Employee Association: None- contracted position

EEO Classification:1

FLSA Status: Exempt

DEFINITION: This is a contract management position. Under administrative direction of the City Manager, the Fire Chief plans, organizes, directs and administers all activities and operations of the Crescent City Volunteer Fire Department and other neighboring fire districts or agencies which have contracted for services including Crescent Fire Protection District. Ensures that the department incorporates up-to-date and efficient fire prevention, fire suppression, hazardous incident mitigation, emergency medical response technologies, and emergency preparedness into its procedures, equipment and methods.

This classification may be designated as either part-time or full-time depending upon the existence of any agreement for fire chief services which may be in effect with other fire districts or agencies.

For purposes of this classification, references to the "City" mean the City of Crescent City as the employing agency and all related municipal functions, not solely the Crescent City Volunteer Fire Department. References to the "District" mean the Crescent Fire Protection District and its fire service operations conducted under contract with the City.

ESSENTIAL FUNCTIONS / KNOWLEDGE, SKILLS & ABILITIES: *The following duties are typical for this classification. Incumbents may perform all or some of the key responsibilities listed below and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices. Incumbents may be required to have all or some of the specialized knowledge, skills, and abilities listed. Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodation so that qualified employees can perform the essential functions of the job.*

Examples of Essential Job Functions (including but not limited to the following):

- Provides administrative management, leadership, support and motivation to all Fire Department personnel to facilitate the delivery of efficient and effective public safety measures, the maintenance of a positive quality of life for all City and District residents, and to ensure professional standards are maintained by Department personnel at all times.
- Responds to fire, medical and other emergencies and exercises incident management for fire suppression and other emergency activities. Actively participates in department duty coverage assignment.
- Coordinates fire department activities with the activities of other City departments, Crescent Fire Protection District and other public safety agencies; including developing cooperative working relationships and mutual aid agreements.
- Participates in agency meetings, including but not limited to city council meetings, district board meetings, department head and staff meetings, emergency planning

meetings, budget meetings, county fire chief association meetings, fire department association meetings, etc.

- Conducts periodic inspections of commercial and public buildings for compliance with applicable fire and life safety codes, and per state mandate, as required.
- Ensures that safety regulations and procedures are followed and proper safety equipment is worn and utilized by fire personnel at the scene of any emergency, and other times where safety and personal protective equipment (PPE) may be required.
- Directs and participates in the development and administration of the department's budget, including staffing levels, equipment, and supplies; monitors expenditures and ensures fiscal oversight for both the City of Crescent City and the Crescent Fire Protection District. Prepares and updates short- and long-range strategic plans to ensure the department's contribution to the City and District's overall plans.
- Prepares and maintains emergency incident and fire reports, including fire investigation reports. Ensure timely data reporting to state and federal agencies as applicable and required.
- Reviews project referrals, construction plans and specifications to determine compliance with fire and life safety codes.
- Prepares comprehensive reports, department materials and correspondence.
- Develops, directs, coordinates and communicates the development and implementation of departmental goals, policies, procedures and work standards for the department; establishes within City and Crescent Fire Protection District policy, appropriate service and staffing. Continuously monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures, the distribution of work, support systems and internal reporting relationships.
- Evaluates and reviews work for acceptability and conformance with department standards through regular performance evaluations. Plans and administers a comprehensive program of staff development and training in accordance with all requirements within limitations of laws and regulations.
- Performs mandated reporting of fire department activities to state agencies in a timely manner, including submission of incident reports, and state mandated facility inspections.
- Assigns and directs firefighting, rescue and disaster control activities.
- Supports and leads the delivery of effective, timely, and up-to-date training programs.
- Ensures accurate training and incident response records are maintained for all personnel.
- Investigates complaints regarding departmental activities and reports findings to the City Manager and District Board as appropriate. Coordinates activities with the County Office of Emergency Services functions and other emergency services of the City and District and maintains communication with the City Manager and District Board as necessary.
- Confers with City Manager, District Board and elected officials on planning and implementation of efficient and effective public safety measures designed to meet community expectations and needs.

- Has the authority to report to district boards for which the City and District has contracted services to. The Fire Chief may report and facilitate meetings and discussions as necessary.
- Cultivates good community relations by appearing before civic, fraternal, and other community groups. This may also include participating on a variety of boards, commissions and professional group meetings; attending a variety of community events and other public relations activities.
- Makes regular reports of departmental activities through use of the news media and is a liaison between the general public and the Fire Department to promote goodwill, cooperation and open communication between the department and the community.
- Stays abreast of new trends in the fire service and up to date on legal issues affecting the fire service, regulatory requirements, court decisions and technological and societal changes that may affect the work of the department.
- Presents staff reports and informational updates from direction of the City Manager. Presents staff reports and informational updates to Crescent Fire Protection District as necessary.
- Performs other related work as assigned.
- Serves as Fire Marshal or designee, responsible for fire prevention, code enforcement, inspections, and plan review activities.

Knowledge of:

- Management and supervisory principles and practices to provide effective leadership & supervision, and support effective communication with supervisors, elected officials, subordinates, and others as required.
- Servant leadership, employee and coworker empowerment, team building, and principles and practices of employee development.
- Applicable Federal, State and local laws, codes, court decisions and regulations concerning fire and life safety, fire suppression, fire prevention and emergency services administration.
- Techniques for dealing with and solving issues and concerns presented by a variety of individuals from various socio-economic, cultural and ethnic backgrounds; often when relations may be confrontational or stressed.
- Principles, practices, and procedures of equipment used in fire suppression, fire prevention, first aid, emergency medical services and hazardous materials response.
- Fire science, fire behavior and fire investigation procedures.
- Rules and regulations of the fire department, geography of the community, jurisdictional boundaries, location of streets, target hazard buildings and water hydrant systems.
- Modern principles, practices and techniques of the leadership and management of a fire agency;
- Current personnel practices, personnel law and knowledge of risk management related to the functions of the assigned area.

- Accident investigation and reporting, harassment policies and procedures, personnel injury reporting procedures, progressive discipline practices, California Firefighter Procedural Bill of Rights process, and other applicable information.
- Safety regulations and accepted safety standards as they relate to the work and equipment.
- Principles of public and business administration, organization, and budgetary control.
- Grants and funding sources for fire and rescue agencies.
- Emergency services management and safety training;
- Techniques for providing a high level of customer service to the public, City staff, Crescent Fire Protection Fire Department Board Members, and fire department personnel in all forms of communication and correspondence.
- Computers and modern office technologies, iPad, VHF radios, and fire service software in common use.

Ability to:

- Lead by a positive and professional example.
- Motivate and inspire a combination fire department made up of volunteer firefighters, career and administrative staff.
- Successfully complete a medical exam, physical performance assessment and SCBA fit test on an annual basis.
- Plan, direct, supervise and coordinate the operations of the fire department by communicating effectively, and providing leadership and Leaders Intent to fire department members.
- Develop and administer sound department policies and maintain accurate records.
- Establish and maintain positive, cooperative and effective working relationships with public agencies, officials, fire department personnel, and the general public.
- Prepare clear, concise and comprehensive written and oral reports, and other required records and documents;
- Analyze and interpret data, statistics and reports.
- Enforce applicable regulations with fairness, firmness and tact;
- Interpret codes and regulations;
- Communicate clearly and concisely, orally and in writing to provide a clear direction to others; in person, over the telephone, and through email and other electronic communication methods.
- Receive input effectively.
- Think and act quickly and appropriately in emergencies and assess situations and people accurately.
- Make decisions based on fire service best practices.
- Handle stressful and possibly hazardous situations both physically and mentally.
- Plan and carry out department programs and operations, including training and development, fire prevention and investigation activities.

- Work flexible hours, subject to be called out for emergency incidents and/or duty coverage needs.
- Work in extreme weather conditions and hazardous environments, including smoke-filled areas, during all hours of the day and night. Meet physical requirements necessary to safely and effectively perform the assigned duties.

SUPERVISION:

This position works under the policy guidance and direction of the City Manager. This position exercises supervision over all department volunteers and career personnel, either directly or indirectly through the Fire Department Chain of Command. When providing Fire Chief services by contract to another fire district or agency this position may take general direction from the contracting district or agency.

WORK LOCATION: Due to emergency response responsibilities, the Fire Chief must reside within the Crescent City Fire District or relocate within the district within 6 months of appointment.

QUALIFICATIONS: *Any combination equivalent to experience and education that would provide the required skills, knowledge and abilities may qualify. A typical way to obtain the skills, knowledge and abilities would be:*

Education and Experience:

- Completion of a certificate program in fire technology, fire protection engineering or fire science

or

- Graduation from an accredited four-year college or university with a degree in fire science, public safety or closely related field.

or

- Any equivalent combination of education, experience and training that provides the required knowledge, skills and abilities.

Experience: Ten (10) or more years of progressively responsible service with a volunteer, combination or career fire department, including a minimum of three (3) years of previous experience as a Battalion Chief or higher level chief officer.

License: Must possess and maintain a valid commercial Class A or Class B driver's license, or a Class C license with a Firefighter Endorsement (or ability to obtain within 6 months of hire).

Required Certifications: First Aid and CPR Certification; First Responder Certification; Firefighter I Certification; Company Officer Certification (or Fire Officer 2); Fire Inspector 1 or Plans Examiner Certification (or equivalent) required within 24 months of hire. The alternate certification shall be obtained within 48 months of hire, subject to course availability and department needs; California State certification or National Registry certification as an Emergency Medical Technician 1 or Paramedic (or ability to obtain within 24 months of hire).

Highly Desirable: Completion of Chief Officer, or Fire Officer 3, or Fire Marshal, or Fire Investigator certification; Executive Fire Officer Program completion; or Fire Chief certification through the California State Fire Marshal Office or Center for Public Safety Excellence.

PHYSICAL, MENTAL, ENVIRONMENTAL AND COMMUNICATION DEMANDS: *Essential duties require the following physical, mental, environmental and communication demands:*

Physical:

Must possess sufficient mobility with or without reasonable accommodation, to work in a standard office setting and use standard office equipment, including a computer; Finger dexterity is needed to access, enter and retrieve data using a computer keyboard or calculator and to operate fire service equipment. Must possess mobility to work in the field setting and upon emergency scenes, including but not limited to multi story buildings with stairs, construction sites, up and down hills, along roadways, fields, beaches, and other locations as necessary. Ability to frequently bend, stoop, kneel, reach, stand and climb to perform work and inspect work sites. Must possess the ability to lift, carry, push, and pull materials in excess of 100 pounds and objects necessary to perform job functions. Must have the ability to operate a motor vehicle and wear/use a self-contained breathing apparatus and required firefighter personal protective equipment (PPE).

Mental: Must possess the ability to perform a variety of highly responsible, complex and difficult duties as found in emergency service response work, using good discretion and good independent judgment; must have good conflict resolution skills and the ability to respond quickly in high stress situations.

Vision: Must maintain sufficient visual acuity with or without reasonable accommodation, corrected or non-corrected, far and near, depth, perception, field of vision, color vision and night vision to obtain impressions of shape, size, distance, motion, color and other characteristics of objects. Must be able to read the English language, read reports, data sheets, meeting agendas and agenda summaries, budgets, and mobile and portable VHF radio displays to identify channels.

Hearing: Must maintain sufficient hearing clarity with or without reasonable accommodation, corrected or non-corrected, of hearing within speech frequencies to maintain two-way communications in person, on the telephone and by radio with other firefighters and the public.

Speech: Must maintain sufficient speech clarity and the ability to communicate verbally in a clear and concise manner with or without reasonable accommodation, with other firefighters and the public. Must be able to communicate via telephone, cell phone, and portable and mobile radios.

Writing: Sufficient to prepare a variety of complex reports, personnel, and administrative documents, correspondence and related documents.

Reading: Sufficient to research, understand, comprehend and interpret laws, regulations, policies, procedures and processes, as well as other specific material related to the position.

While performing duties, the employee is regularly required to use written and oral communication skills; analyze community service, budget and technical reports; interpret and evaluate staff reports; know laws, regulations and codes; observe performance and evaluate

staff; problem solve community service issues; remember personnel rules, legal and code requirements; and explain and interpret codes, policies and procedures, interact with City management, other governmental officials, contractors, vendors, employees and the public.

ENVIRONMENTAL ELEMENTS:

Employees work indoors and outdoors, and are exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, vibration, confining workspace, chemicals, mechanical and/or electrical hazards, and hazardous physical substances and fumes. Duties may be performed in adverse environmental conditions, including exposure to intense heat, heavy smoke, dust and fumes. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

WORKING CONDITIONS:

Must be willing to work duty coverage and extended shifts or be called back in emergency situations and work with exposure to stressful and difficult circumstances, including exposure to dangerous situations with strong conflict resolution skills.

Exhibit B: CCMEA MOU 2025-2027

10.2. Deferred Compensation. The City agrees to make available to the employees a payroll deduction to allow the employees to participate in the Mission Square deferred compensation program. Any contributions to this program will be made by the employees on a voluntary basis.

10.3 Wellness Incentive Program. The City agrees to provide to each employee an annual family membership at the City's Fred Endert Municipal Pool, so long as the City continues to operate said facility, at no cost to the employees.

In addition, the City agrees to reimburse each employee up to \$480.00 annually for participation in wellness-related activities. Qualifying wellness-related activities are gym/health club memberships, fitness training instruction, fitness/exercise class (including any class which is focused on physical activity such as yoga, cross-fit, jazzercise, dance, martial arts, etc), and fitness or other multi-platform health-related applications or programs such as Weight Watchers, Noom, Calm, etc. The purpose of this program is to reduce Workers' Compensation claims.

Employees must submit reimbursement requests no more than monthly and no less than quarterly for actual expenses incurred in that month or that quarter. If quarterly, Jan – Mar must be submitted in April; Apr – Jun must be submitted in July; Jul- Aug must be submitted in September; Jul-Sep must be submitted in October; and Oct – Dec must be submitted in January. Annual memberships are reimbursable. Annual reimbursements will fall in the quarter corresponding to the date of the receipt. Receipts submitted late may not be reimbursed. Reimbursement will be made on the next available check run once all approvals are received by the Finance Department. Equipment or other physical items are not eligible for reimbursement.

10.4 Reimbursement for Damaged Property. The City agrees to compensate employees who suffer a financial loss for damage or loss of personal property while performing their required duties in a proper and safe manner and when not due to negligence on the part of the employee. The following chart describes the maximum replacement or repair benefit that the City may provide:

<u>Items</u>	<u>Maximum Benefit</u>
Watches	\$ 50.00
Shoes (excluding work boots/shoes reimbursed by the City)	\$ 45.00
Personal Clothing Items (excluding uniform apparel provided by the City)	\$ 60.00
Prescription Eyeglasses/Contact Lenses	Actual cost of like replacement
Safety Equipment (Dept. Head approved Employee purchased items)	Actual cost of like replacement
Jewelry (rings, necklaces, etc.)	Not applicable

The affected employee must submit a completed claim form to their supervisor along with the damaged personal item. For additional information on this benefit, please refer to the City's policy.

10.5 Education Assistance Program. The City will reimburse costs for education based upon IRS Regulation 1.162-5, as noted here: "Employer-paid education that is related to the employee's current job is excluded from income as a working condition fringe benefit if the following conditions are met:

10.5.1. The courses must not be necessary to meet the minimum education requirements of the current position.

10.5.2. The courses are not taken to qualify the employee for a promotion or transfer to a different type of work.

10.5.3. The education must be related to the employee's current position and must help maintain or improve the knowledge and skills required for that position (e.g., a refresher or update course). If the requirements change while the employee is working, employer-paid education designed to meet them is a working condition fringe benefit.

10.5.4. All education reimbursement must be pre-approved (before classes start) by the Department Head and the City Manager.

For additional information and how to utilize this benefit, please refer to the City's Education Assistance Program Policy.

10.6 Boot/Footwear Reimbursement. The City will reimburse actual costs for work boots/weather resistant footwear purchased by eligible employees, up to \$200.00 per employee per fiscal year. Employees may request a 75% advance toward the cost of work boots by presenting a quote, advertisement, or listing of the boots that they wish to purchase. The employee will then be issued an amount equal to 75% of the sales price (up to a maximum of 75% of \$200). The employee can then claim the remainder of the cost of the boots upon turning in a receipt (up to a maximum of \$200).

Eligible positions:

- Public Works Maintenance Manager
- Engineering Project Manager
- Engineering Technician
- Building Inspector
- Lab Director
- IT/GIS Technician I/II
- IS Administrator / IT Manager

The positions identified above are required to work in the field as a primary or secondary duty. In the case of Lab Director, footwear that is resistant to spills is required by the Chemical Hygiene Plan.

11. Health and Welfare Insurance

11.1. Employer Contribution for CalPERS Health Insurance. The City will contribute \$296.00 per month toward the cost of the CalPERS Health Premium for both permanent

full-time employees and retirees. This amount must never be less than the amount specified in Gov. Code Section 22892(b).

11.2. Flexible Benefit Plan. The City has established and will maintain a flexible benefit plan for employee health benefits in accordance with IRS Code Section 125 (Cafeteria Plan), with the following provisions:

a. The City will additionally cover the difference between the amount in 11.1 and 100% of the premium for the employee ("Single") under the CalPERS Gold medical plan.

b. The City will cover 80% of the cost of the 2-Party or Family premium for the CalPERS Gold medical plan that is over and above the cost of the Single premium.

c. If an employee chooses the CalPERS Platinum plan, the City will cover the amounts identified in paragraphs (a) and (b), as applicable, and the employee will be responsible for the remainder.

d. The City will pay 100% of the employee premium costs for vision insurance, dental insurance, ground and air ambulance insurance. Ground and air ambulance subscriptions may not apply to remote work employees if the service provider is not available in their area.

e. In order to be excluded from the requirement for the CalPERS Gold Health Plan, the employee must submit verification of enrollment in a group health plan that provides equivalent alternative coverage as required by the Patient Protection and Affordable Care Act.

f. Full-time regular employees who opt out of the City's health plan due to enrollment in a qualifying group health plan (under the Affordable Care Act) will receive a \$700 per month cash-in-lieu benefit payment.

11.3 Medical Insurance Coverage. The City agrees to offer CalPERS Health Coverage to the employees covered by this M.O.U., and the employee's qualified dependents.

11.3.1. As required by the CalPERS Health Program, eligible retirees of the CCMEA are qualified to participate in CalPERS Health Plans. The City will not make an employer contribution to an optional (non-CalPERS) health coverage plan after retirement by an eligible retiree of the CCMEA.

11.3.2. The City agrees not to change the insurance carrier or the scope of coverage without concurrence of the CCMEA.

11.4 Dental Insurance Coverage. The City agrees to continue to provide a group dental plan to the permanent employees. The coverage will include the employee and his or her qualified dependents.

11.5 Vision Care Insurance Coverage. The City agrees to continue to provide a group vision care plan to the permanent employees. The coverage will include the employee and his or her qualified dependents.

11.6 Air Ambulance Insurance Coverage. The City agrees to continue to provide air ambulance insurance coverage for the employees covered by this M.O.U., except for applicable exclusions. The coverage will include the employee and his or her qualified dependents. Air

ambulance insurance may not apply to remote work employees if the service is not available in their area.

11.7 Life Insurance Coverage. The City agrees to continue to provide life insurance coverage for permanent full-time employees in an amount equal to one and one-half (1.5) times the employee's annual salary, rounded to nearest whole thousand-dollar figure. Effective on the first day of the month following City Council approval of this MOU, the monthly premiums will be paid by the City and will not be deducted from employees' monthly flexible benefit allocation.

11.8 Long-Term Disability Insurance Coverage. The City agrees to continue to provide Long-Term Disability Insurance coverage to the permanent employees. Effective on the first day of the month following City Council approval of this MOU, the monthly premiums will be paid by the City and will not be deducted from employees' monthly flexible benefit allocation.

11.9 Benefits During Leave: Family and Medical Leave (FMLA) and California Family Rights Act (CFRA). An employee taking family or medical leave will be allowed to continue participating in any health and welfare benefit plan in which he or she was enrolled before the first day of leave (for a maximum of 12 workweeks) at the level and under the same conditions of coverage as if the employee had continued in employment for the duration of such leave. Group health insurance coverage will be continued in the same manner for up to 16 weeks for employees disabled due to pregnancy, childbirth or related medical condition. The City will continue to make the same premium contributions as if the employee had continued working. The continued participation in health benefits begins on the date leave first begins under the Family Medical Leave Act (FMLA) or under the California Family Rights Act (CFRA).

For further information on Family and Medical Leave, please refer to the City of Crescent City's FMLA policy.

All employees must notify Human Resources at (707) 464-7483 ext. 233 as soon as possible regarding FMLA for your own serious health condition or that of a family member.

11.10 When Benefits Terminate. CalPERS health benefits terminate the last day of the month after the employee separates, ends coverage, or becomes ineligible. For example, if an employee separates May 15, health coverage will end June 30. Dental and vision benefits terminate the last day of the month in which the employee separates, ends coverage, or becomes ineligible. For example, if an employee separates May 15, dental and vision coverage will end May 31. All other benefits terminate at the time of separation.

12. City-Designated Holidays

The City agrees to provide the employees with the following holidays off from work and with pay:

New Year's Day	January 1
Martin Luther King's Day	January (3rd Monday)
President's Day	February (3rd Monday)
Memorial Day	May (Last Monday)
Fourth of July	July 4
Labor Day	September (1st Monday)
Veterans' Day	November 11
Thanksgiving Day	November (4th Thursday)
Day after Thanksgiving	November (4 th Friday)
Christmas Day	December 25

Two Christmas Season holidays	To be designated annually by City Administration with concurrence from each employee association.
Two Floating Holidays	To be designated by the employee with approval from the Department Head. However, if any employee requests to use a Floating Holiday on Juneteenth (June 19), California Native American Day (4 th Friday in September) or Indigenous Peoples' Day (2 nd Monday in October), the Department Head must approve that request.

Should any of the above-mentioned holidays fall on a Saturday, the employees will have off the Friday before the holiday with pay. Should any of the above-mentioned holidays fall on a Sunday, the employees will have off the following Monday with pay. If a City-designated holiday falls on the "off" Friday for any employee working a 9-80 schedule, then the employee will receive an 8-hour floating holiday in lieu of an additional paid day off. If a City-designated holiday falls on any "off" day for an employee that works at a facility that requires coverage 7 days per week (Water Quality Lab), then the employee will receive an 8-hour floating holiday in lieu of an additional paid day off.

13. Leaves

13.1. Unpaid Leave of Absence. Except as otherwise provided herein, leaves of absence without pay that are in the best interest of the City may be granted by approval of the City Manager. Requests for leaves of absence without pay must be submitted in writing by the employee to the Department Head who will consider each request on its individual merits and circumstances and will forward his or her recommendation to the City Manager for approval. Reasons for rejection of such request will be submitted to the employee by the Department Head. In all cases covered by the Family Medical Leave Act, the City will provide leave in accordance with the requirements of the Act.

13.2 Mandatory Use of Paid Leave. During any absence from work, employees must use available leave accruals in accordance with City leave policies to ensure they receive 80 hours of regular pay per pay period, unless the leave is protected by FMLA/ CFRA or workers' compensation.

13.3 Leave Accruals While On Leave. In the event of an extended paid leave of absence, of twenty (20) work days or more, accruals will temporarily stop until the employee returns to work. Employees on unpaid leave (of any length) will have their sick and vacation leave accruals reduced proportionately for that pay period, unless the leave is protected by FMLA/ CFRA or workers' compensation. Upon the employee's return to work, accruals will be restarted at the same rate that the employee was entitled to before taking the leave, based on his or her length of service. Employees must utilize any unused balances (i.e., sick, comp time, floating holidays, vacation) during their leave time but will not continue to accrue until they return to work.

13.4 Order of Leave Taken. Use of any accrued leave must be taken in the following order:

- 1) Compensatory time off;
- 2) Administrative time off;
- 3) Vacation or floating holiday (employee's choice).

13.5 Leave Hours Charged to Employee. Employees taking time off will be charged eight (8), nine (9), or ten (10) sick/floating holiday/vacation leave hours depending on the number of hours the employee would normally work on that day.

13.6 Vacation.

Vacation may not be used by an employee with less than six (6) months of employment, unless they have prior approval of the City Manager. Employees will be compensated at their current rate of pay when vacation leave is used, cashed out, or paid out upon employee separation.

13.6.1. Accrual Schedule. The following vacation schedule shall be effective on the first pay period after the effective date of this M.O.U. for the full-time permanent employees. Leave is earned at the end of the pay period. Leave may not be used before it is earned.

<u>Length of Service</u>	<u>Biweekly Accrual Rate</u>
Date of employment thru 12th month	4.0 hours
13th month thru 120th month	5.23 hours
121st month and beyond	6.15 hours

13.6.2. Utilization. Employees in the positions covered by this M.O.U. and who accrue vacation may not accrue vacation beyond four hundred (400) hours. Employees whose vacation accrual lowers to less than four hundred (400) hours shall accrue vacation during the pay periods in which their accruals remain below four hundred (400) hours. Upon termination an employee shall be compensated for unspent accrued vacation.

13.6.3. Elective Vacation Cash-Out Plan. Employees have the elective option to cash-out up to fifty (50) hours of accrued vacation leave once every six (6) months. An employee must have a minimum balance of 240 hours of accrued vacation at the time of the cash-out request. An employee must have used at least fifty (50) hours of vacation in the previous twelve (12) month period. Employees who want to cashout vacation leave must irrevocably elect to do so by December 31 to cashout the following calendar year (beginning with December 2026 for cashouts in the 2027 calendar year). The requirements for accrued leave balance and leave used will be calculated as of the date of the cashout request. Employee must earn the cashout hours in the calendar year of the cashout payment, prior to the actual cashout. Employee cannot cashout hours that were earned the year before. Cashouts will only be allowed the first pay period paid in June and the first pay period in December of each calendar year (beginning with calendar year 2027). Employee must sign a form in December of the prior year stating which cashout date they are choosing (June, December, or both) and how many hours to cashout on each of those dates. The employee cannot decide afterward to not cashout. If the employee uses so many vacation hours in the year prior to the cashout that the employee no longer has enough hours accrued to fulfill the cashout request, the City must cash out the number of hours available to be cashed out.

13.7 Sick Leave. It is the policy of the City that sick leave is not to be considered a privilege for an employee to use at his or her discretion, but is to be provided as a benefit to be used in case of necessity for an actual illness or disability. It is the responsibility of the Department Head to deny the use of sick leave with pay in cases where there is substantial evidence of abuse of the sick leave privilege.

For the purposes of determining sick leave benefits, permanent employees working less than forty (40) hours per week shall accrue sick leave at a rate equal to the normal rate for their service longevity times the percentage of full-time that their average work week represents.

13.7.1. Accrual Schedule. All employees, except part-time, temporary and seasonal employees, will be eligible for accrual of sick leave effective from their date of hire. The accrual of sick leave will be four (4) hours per biweekly pay period, with an accumulation limit of 1000 hours. Leave is earned at the end of the pay period. Leave may not be used before it is earned.

13.7.2. Utilization. Employees may utilize accrued sick leave after their first month of employment. Sick leave with pay will be granted upon the recommendation of the Department Head in a case of the bona fide illness of the employee. Sick leave with pay may be used for the following services: diagnostic procedures, dental procedures and ophthalmology services when performed by a duly licensed practitioner.

a. After an employee has notified the City of their intention to leave City service, no sick leave will be granted for that employee unless they provide a doctor's written statement for the missed time.

b. Sick leave applies to absences during pregnancy that are caused by illness due to pregnancy or the attending physician's order that the employee is unable to work due to the pregnancy. All situations involving pregnancy disability will be addressed in accordance with the provisions of the Family Medical Leave Act (FMLA) and current state Pregnancy Disability Leave (PDL) laws. A female employee, filling a regular Council approved position will be entitled to a total of four (4) months leave of absence (with and/or without pay) due to pregnancy disability as determined by a qualified medical provider.

13.7.3. After four (4) consecutive days of illness, an employee may be required by the City Manager to provide a physician's certificate of illness and a physician's "return to work" release in writing.

13.7.4. Employees who violate or misuse sick leave provisions may be required to provide a physician's report for each day off when sick leave is requested, and upon further misuse, the employee may be disciplined. Examples of misuse may include but are not limited to instances involving patterned absences or utilizing sick leave for reasons other than illness, medical condition or medical/dental appointments.

13.7.5. Employees returning from sick leave with restrictions must accept light duty when offered. Failure to do so will be considered a voluntary quit and employment will be terminated.

13.7.6. An eligible employee may take sick leave in the event of a serious illness or medical condition for a member of the employee's immediate family. The employee may be required to file a physician's or dentist's statement, or a personal affidavit with Human Resources stating the cause of absence before such leave with pay will be granted. For purposes of this section, immediate family is defined as:

a. A child (biological, adopted, or foster child, stepchild, legal ward, or child to whom the employee stands in loco parentis, regardless of the age or dependency status);

b. A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic parent, or a person who stood in loco parentis when the employee was a minor child;

c. A spouse;

d. A registered domestic partner;

e. A grandparent;

f. A grandchild;

g. A sibling.

13.7.7 In the event a scheduled medical or dental appointment for the eligible employee's immediate family that requires the employee's absence from work, the employee may use sick time. Immediate family is defined as the same family members as noted above in section 13.2.6.

13.7.8 In the event of a voluntary or involuntary transfer of any employee within the City, the employee's leave credits will also be transferred in their full amount.

13.7.9 The City has entered into an agreement with the PERS whereby accumulated sick leave is converted to additional service credit upon retirement.

13.7.10 Conversion to Vacation Leave. Employees who obtain and retain a maximum available sick leave accrual at one thousand (1000) hours in each biweekly pay period will be compensated by an additional one (1) hour of vacation time in lieu of accruing any additional sick leave, unless the employee's accrued vacation exceeds four hundred (400) hours, in which case the employee does not accrue either modified vacation or sick leave.

13.8 Occupational Medical Leave. An employee who is receiving temporary disability indemnity under applicable Workers' Compensation provisions of the California Labor Code, may choose to take as much of his or her available sick leave or vacation leave in such amounts that when added to the temporary disability payment, the employee will receive an amount equal to his or her full salary or wage. Such supplemental payments may continue until all accrued balances are exhausted or the employee returns to work. Such payments will not be continued beyond the date of termination of employment whether voluntary or involuntary.

13.8.1 In all cases covered by the Family Medical Leave Act, the City will provide leave in accordance with the requirements of the Act.

13.8.2 Once paid leave options are exhausted, the accrual of sick and vacation leave benefits will be discontinued until the employee returns to work.

13.8.3 The City Manager (or Human Resources or designee) may grant a leave of absence without pay to any employee who is disabled by job injury or illness. The duration of the unpaid medical leave of absence will depend upon the nature and extent of the employee's disability or incapacity to perform the essential functions of the job position, but in no event will a medical leave be granted for longer than one year, measured from the time the employee is unable to work in his or her regular job position.

13.8.4 Leave may be terminated by the City Manager when he or she determines to his or her satisfaction that the employee is permanently disabled and unable to perform

the duties of the class. Such determination may be considered pursuant to the California Public Employees' Retirement Law: "disability" means the inability of a employee to perform the duties of the job for a permanent or extended and uncertain duration, as determined on the basis of a competent medical opinion. Disability is not necessarily an inability to perform every function of a given position. Rather, the determination of whether the employee can *substantially* perform his or her usual duties.

13.8.5. In all situations of Occupational Medical Leave, employees must comply with the City's Work Related Injury or Illness Return-To-Work Policy.

13.9 Parenting Leave. Parenting leave will be considered leave without pay and provided in accordance with applicable state and federal laws; specifically, Family Medical Leave (FMLA) and current California Family Rights Act (CFRA) laws for the birth or adoption of a child or placement of a foster child. In the event that an employee does not meet the eligibility requirements for FMLA or CFRA, an unpaid leave of absence may be approved by the employee's Department Head and the City Manager. Use of sick leave may not be taken for parenting leave purposes.

The City will make available forty (40) hours of paid leave in lieu of not participating in Employment Development Department (EDD) programs that may have provided Paid Family Leave for parenting leave purposes.

13.10 Bereavement Leave. Upon the death of a family member, permanent employees are eligible for bereavement leave to a maximum of five (5) work days per incident with pay. Family member means a child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law as defined in Government Code Section 12945.2.

The City Manager must grant approval prior to use of bereavement leave. Should additional time be necessary, the employee may utilize up to ten (10) sick leave days per incident. The City Manager may approve an employee's utilization of vacation if additional time off is required.

13.11 Reproductive Loss Leave. Reproductive loss Leave. Employees are eligible for reproductive loss leave of up to (5) paid workdays per reproductive loss event for which the employee was a parent. Reproductive loss is defined as failed adoption failed surrogacy, miscarriage, stillbirth, or unsuccessful assisted reproduction as further defined in Government Code Section 12945.6. The leave must be taken within three (3) months of the reproductive loss event.

13.12 Jury Duty/Witness Testimony Leave. All employees are eligible for jury leave when called by the court to serve as a juror or provide witness testimony. Employees will receive their normal compensation so long as the City is reimbursed by the employee for juror or witness fees received.

The employee must provide to Human Resources and his or her immediate supervisor a copy of the summons, notice, or subpoena which directs the employee to appear in court in a reasonable time period following receipt of such notice by the employee. On a day an employee reports for jury duty and learns that services are not needed that day, the employee must return to work for the balance of the regular work shift.

13.13 Military Leave. The City will provide military leave as required by California State Law.

13.14 Leave of Absence Without Pay. An employee will not be entitled to a leave of absence as a matter of right, but upon request may be granted a personal leave of absence without pay upon the presentation of a valid and satisfactory reason. The approval or denial of such leave is not subject to the grievance or complaint procedure.

13.14.1. An employee must request the leave of absence in writing (Time Off Request form) at least 30 days in advance for planned leave.

13.14.2. The time off must be approved by the Department Head and City Manager before beginning the leave of absence.

13.14.3. Such leave will not be approved in excess of one hundred twenty (120) calendar days in duration, except that the City Manager, upon the recommendation of the employee's Department Head, may approve one subsequent ninety (90) calendar day leave of absence without pay.

13.14.4. Failure to return to work at the end of the approved leave period will constitute a separation from service of that employee as a voluntary resignation.

13.14.5. The employee will not accrue any benefits, nor will City pay for any benefits during such approved leave of absence without pay.

13.15 Administrative Leave for Exempt Employees. Employees covered by this MOU who are exempt from overtime will receive 40 hours of paid administrative leave each fiscal year. The balance of administrative leave may not be carried over at the end of the City's fiscal year. Any unused administrative leave will be paid to the employee with the last pay period in June. Admin leave will be prorated for the first year of employment in accordance with employee's hire date.

13.16 Unauthorized Absence – Automatic Termination. An employee absent for more than three (3) working days without prior permission of the Department Head may be considered to have automatically terminated employment with the City. Such termination will be final and without right or appeal or hearing unless said employee furnishes reasons satisfactory to the Department Head and the Human Resources Manager for not having obtained prior permission.

13.17 Return to Work Requirements. At least one (1) week prior to the expiration of the approved leave of absence, with or without pay, the employee must notify the Department Head of the employee's intention to return to work. Upon the expiration of an approved leave, the employee must return to work on the next following regular work day. Failure to return to work will be considered a voluntary resignation on the part of the employee unless prior approval is obtained from the employee's Department Head and Human Resources.

13.18 Determination of Continuous Service. The length of an employee's service will be considered continuous while the employee is on an approved leave with or without pay, and if the employee returns to work on the required return to work day.

RESOLUTION NO. 2026-67

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY
APPOINTING LANCE SELPH FIRE CHIEF
AND APPROVING AN EMPLOYMENT AGREEMENT**

WHEREAS, the Fire Chief Kevin Carey resigned from his position effective December 26, 2025; and

WHEREAS, the City has appointed Chief Bill Gillespie as Interim Fire Chief from December 29, 2025 through December 31, 2026 or until a new Fire Chief is appointed; and

WHEREAS, the City has conducted an external recruitment for Chief Carey's replacement; and

WHEREAS, a pool of qualified applicants were interviewed by a panel of firefighting professionals, law enforcement, and other local agency representatives, and the top two candidates then went on to a final interview with a panel made up of the City Manager, the Fire Chief, one City Council Member, one Crescent Fire Protection District Board Member, and one Crescent City Fire & Rescue Leadership representative; and

WHEREAS, the unanimous recommendation of the final interview panel was to hire Mr. Lance Selph as the next Fire Chief of the City of Crescent City; and

WHEREAS, the Crescent Fire Protection District and the City of Crescent City partner together for the operation and funding of Crescent City Fire and Rescue, and the Crescent Fire Protection District Board has recommended the appointment of Mr. Selph as Fire Chief.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Crescent City, California, that:

1. The City Manager's appointment of Lance Selph as the Fire Chief is hereby approved.
2. The Employment Agreement between the City of Crescent City and Lance Selph, attached hereto and incorporated herein by this reference, is approved.
3. The City Manager is authorized to sign the Employment Agreement on behalf of the City.

PASSED AND ADOPTED and made effective the same day by the City Council of the City of Crescent City on this 12th day, of October 2026, by the following polled vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Isaiah Wright, Mayor

ATTEST:

Robin Altman, City Clerk



CITY OF CRESCENT CITY

Oath or Affirmation of Allegiance for Public Officers and Employees

The Execution of this Oath is Required by Article 20, Section 3, of the Constitution of the State of California,

I, Lance Selph, do solemnly swear that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true and faithful allegiance to the Constitution of the United States and to the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter for Crescent City Fire and Rescue.

Lance Selph, Fire Chief

NAME AND TITLE OF PUBLIC OFFICER/EMPLOYEE

SIGNATURE OF PUBLIC OFFICER/EMPLOYEE

Subscribed and sworn to before me this 12th day of October, 2026.

Robin Altman, City Clerk

NAME AND TITLE OF OFFICER ADMINISTERING OATH

SIGNATURE OF OFFICER ADMINISTERING OATH