



City of Blue Lake

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Blue Lake, CA 95525

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City Council Agenda

Tuesday, July 29, 2025 ~ 5:30 p.m. ~Special Council Meeting
Skinner Store-111 Greenwood Road, Blue Lake California

Unless Otherwise Noted, All Items on the Agenda are Subject to Action.

Public Input can be given to the Council by emailing cityclerk@bluelake.ca.gov until 4:30 p.m. on the date of the meeting.

PLEASE NOTE that live meeting logistics will be prioritized. The quality of the Zoom teleconference meeting cannot be guaranteed. Technical challenges experienced by either the participant or the City will not interrupt or halt the progress of the meeting.

Public input may be facilitated by Zoom at the following meeting link:

Join Zoom Meeting Information:

<https://us02web.zoom.us/j/87023588338?pwd=X9FnKFPSSWjgG637JlxqfaRC4moz7U.1>

Meeting ID: 870 2358 8338

Passcode:121395

Call to Order

- 1. Pledge of Allegiance and Establish a Quorum of the Council**
- 2. Approval of the Agenda**
- 3. Public Comment** – *The Public is invited to present petitions, make announcements, or provide other information to the City Council that is relevant to the scope of authority of the City of Blue Lake that is not on the Agenda. The Council may provide up to 15 minutes for this public input session. To assure that each individual presentation is heard, the Council may uniformly impose time limitations of 3 minutes to each individual presentation. The public will be given the opportunity to address items that are on the agenda at the time the Council takes up each specific agenda item.*
- 4. Consider Appointment of Jill Duffy as Interim City Manager and Approve Employment Agreement Discussion/Action**
- 5. Adjourn**

A request for disability-related modification or accommodation, including auxiliary aid or services, may be made by a person with a disability who requires a modification or accommodation in order to participate in the public meeting, by contacting the City Clerk at 707-668-5655, at least 6 hours prior to the commencement of the meeting.



City of Blue Lake

City Council Meeting Agenda Report

Item #: 1
Date: July 29, 2025
Item Subject: Interim City Manager – 1) Appoint Jill Duffy as Interim City Manager; and 2) Approve Employment Agreement

Recommended Action: Voice Vote

That the Council:

1. Appoint Jill Duffy as Interim City Manager; and
2. Approve Employment Agreement between the City and Ms. Duffy; and
3. Authorize the Mayor to Sign the Agreement.

Summary:

Effective May 13, 2025, the City Manager position was vacated through a mutually executed separation agreement between the City Manager and City Council. Dani Burkhart, Finance Manager was appointed to serve temporarily appointed as Acting City Manager during this transitional period.

Council is working with TripepiSmith to conduct a permanent city manager recruitment process. That process remains ongoing.

In the interim, the Council has decided to appoint an experienced public administrator to serve in the Interim City Manager role, allowing Ms. Burkhart to return to her primary duties in Finance. This ensures continuity in administrative leadership and day-to-day operations while the recruitment process continues.

At its regular meeting on Tuesday, July 22nd, the City Council considered Ms. Duffy's experience and qualifications and met with her to discuss the role. The attached agreement outlines the proposed terms of this interim appointment.

Ms. Duffy retired from public service in November of 2021 following a 27-year career in public service and community leadership. She has agreed to serve in the Interim City Manager role for a limited period, during which the City Council is expected to complete its recruitment and appointment of a permanent City Manager. Most recently, she served as Interim CEO of the Humboldt County Fair Association, where she led operational recovery efforts, secured emergency funding for the Grandstand Stabilization Project, and oversaw a successful 2023 county fair. From

2012 to 2021, she was the Executive Director of the Humboldt Waste Management Authority, managing an annual \$12 million budget, managing transportation and disposal of approximately 170 tons of solid waste annually generated by the cities of Arcata, Blue Lake, Eureka, Ferndale and Rio Dell, construction closure of the Cummings Road Landfill and clean-up of a former burn ash debris site totaling approximately \$12 million, managing regional recycling and diversion programs. Ms. Duffy previously served two terms as Humboldt County's 5th District Supervisor, where she held leadership roles on numerous local and state boards and helped negotiate major environmental agreements. Her background includes prior roles in environmental compliance, special district project management and development of a charter school, providing a broad base of administrative, financial and intergovernmental expertise.

As a CalPERS retiree, Ms. Duffy is eligible to serve as the Interim City Manager in a "retired annuitant" capacity. A retired annuitant is a CalPERS retiree who, without applying for reinstatement from retirement, returns to work with a CalPERS employer in a designated retired annuitant position. As a qualified retired annuitant, Ms. Duffy's employment with the City of Blue Lake is subject to the following limitations:

- The position must be designated as a retired annuitant position (not any other full- or part-time position).
- The salary must be an hourly pay rate that falls within the regular salary schedule for that position.
- Ms. Duffy cannot be paid any other compensation or benefits in addition to the hourly pay rate.
- Without exception, a maximum of 960 hours can be worked within a fiscal year (July 1 to June 30). Nonpaid or volunteer hours can't be used to exceed 960 hours in a fiscal year.
- Ms. Duffy cannot accrue service credit or any additional retirement rights or benefits.

As set forth in the attached employment agreement, Ms. Duffy's appointment is for a limited term. The term will conclude upon the earliest of the following to occur: (1) either party gives two-weeks' notice; (2) the City hires a permanent City Manager; or (3) Ms. Duffy reaches 960 hours in this fiscal year.

FISCAL IMPACT:

Interim City Manager shall be paid at the rate of \$51.06 per hour, which represents Step 13 of the City's current salary schedule for Acting City Manager.

ATTACHMENT:

1. Agreement for Employment of Interim City Manager

Review Information:

City Manager Review: Legal Review: Planner Review: Engineer:

Comments:

**CITY OF BLUE LAKE – INTERIM CITY MANAGER
EMPLOYMENT AGREEMENT**

This Employment Agreement (“**Agreement**”) is made and entered into as of the ___ day of July, 2025, (the “**Effective Date**”) by and between the **CITY OF BLUE LAKE**, a municipal corporation of the State of California (“**City**”), and **Jill Duffy**, an individual, hereinafter referred to as “**Interim City Manager**” or “**Employee**”.

RECITALS

WHEREAS, City requires an interim City Manager while City undergoes the City Manager recruitment and appointment process; and

WHEREAS, Ms. Duffy retired in 2022 after serving 10 years as Executive Director of Humboldt Waste Management Authority, a joint powers authority, cumulating a diverse 27-year career in public service, including 12 years to elected office(s). Following retirement, Ms. Duffy served as Interim CEO of the non-profit Humboldt County Fair Association where she led operational recovery efforts and secured emergency funding for the Grandstand Stabilization Project enabling a successful 2023 county fair, junior livestock sales and horse racing. Her expertise is critically important for the City while the Blue Lake City Council (“**City Council**”) recruits and appoints a permanent City Manager; and

WHEREAS, Ms. Duffy is knowledgeable on matters related to duties and functions of local government and has sufficient experience in executive management positions making her well qualified to serve as Interim City Manager; and

WHEREAS, the City Council desires to hire Ms. Duffy as a temporary, at-will employee for a limited period of time to serve in the position of Interim City Manager perform these necessary ongoing duties and functions for a limited duration; and

WHEREAS, Section 21224 of the California Government Code authorizes the Interim City Manager as a person with specialized skills needed in performing work of limited duration, provided, that (1) the appointment does not exceed a combined total of 960 hours per fiscal year, (2) the compensation does not exceed the maximum monthly base salary paid to other employees performing comparable duties based on an hourly rate, and (3) the Interim City Manager does not receive any benefit, incentive, compensation in lieu of benefits, or other form of compensation in addition to the hourly pay rate; and

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

1. Effective Date and Term of Agreement:

- a. **Term:** This Agreement shall be effective as of July __, 2025 and shall expire as of the first any of the following to occur:
 - i. Upon the employment commencement date of a permanent City Manager.
 - ii. Upon employee working 960 hours during the fiscal year.
 - iii. Upon termination by either Employee or City as provided herein.
- b. **No Reappointment or Extension of Term:** In accordance with state law, Employee may only be appointed to this position one time (single appointment) upon the mutual agreement of the parties hereto.
- c. **No Severance Pay:** Upon termination, Employee shall not be entitled to severance pay (including, without limitation, that severance pay set forth in the Blue Lake Municipal Code for the City Manager), payment of any benefits or any other form of compensation, and Employee expressly waives any and all rights with respect to severance pay.

2. Compensation, Reimbursement, and Work Schedule:

- a. **Appointment and Scope of Services:** Pursuant to this Agreement, Interim City Manager shall temporarily perform the duties of City Manager including any key special assignments as may be necessary, as determined by the City Council. Such employment is “at will” and is subject to the terms of this Agreement. The Interim City Manager shall perform said duties at the pleasure of and under the direct supervision of the City Council.
- b. **Rate of Pay:** Interim City Manager shall be paid at the rate of \$51.06 per hour, which represents Step 13 of the City’s current salary schedule for Acting City Manager. Payments will be made on regularly scheduled City payroll dates and shall be subject to all applicable payroll taxes and withholdings. Such compensation shall be the sole compensation for services under this Agreement. Because Employee is paid on an hourly basis, in accordance with FLSA, if employee works over 40 hours per workweek, Employee will be paid for hours at the legally required overtime rate.
- c. **Reimbursement:** Employee shall be entitled to reimbursement of mileage for driving required in the course of work, in accordance with City policy for all employees. Employee shall not be entitled to reimbursement for any other costs or expenses incurred in the performance of Employee’s duties under this Agreement, unless said costs and expenses have received prior approval by the City Council and are supported by written documentation in accordance with established policies and practices of the City.
- d. **Work Schedule and 960-Hour Limitation:** Work hours under this agreement is expected to be limited to normal business hours of the City so that Interim City

Manager works 40 hours a week. Occasionally work before or after normal business hours may be required, and employee shall attempt to 'flex' their hours (e.g. starting late, ending early or scheduling time off during the week), so that they do not work over 40 hours in a work week. If Employee determines that work over 40 hours per week is required, Employee will provide courtesy notice to the Mayor, so that the matter may be reviewed as necessary by the City Council.

Pursuant to Government Code Section 21224, Interim City Manager may work a maximum of 960 hours per fiscal year for all public employers that contract with CalPERS for retirement benefits. The City Council retains the right to designate, reduce, change, or amend the number of hours assigned to Interim City Manager consistent with the workload and other needs. Interim City Manager will be responsible for keeping track of hours worked. Interim City Manager must submit a record of hours worked to the Finance Department according to the same schedule and procedures as City's other City Managers. The City will provide Interim City Manager with copies of the hours reports periodically submitted to CalPERS regarding hours worked under this Agreement.

- e. **Status:** Interim City Manager is an 'at-will' employee and shall serve at the pleasure of the City Council, subject to the terms and conditions hereof, and shall not acquire a property interest in employment or a right to continuing employment with the City. The terms, covenants, and conditions of Interim City Manager's temporary employment with the City are expressly limited by and to the terms, covenants, and conditions of this Agreement.
 - f. **Duties:** Interim City Manager shall perform the duties of City Manager as directed by the City Council, as approved in the May 13, 2025, job description, and as otherwise provided by applicable law, ordinance, resolution or regulation.
3. **Termination by City or Employee:** Either party may terminate this Agreement without cause upon giving the other party not less than two weeks prior written notice. Notwithstanding anything to the contrary, Interim City Manager shall, upon City's Notice of Termination, deliver to City a written status report of all projects or matters in which Interim City Manager is involved. In the event of termination, all rights and obligations of the parties hereto shall thereupon cease. The provisions of this paragraph shall not be deemed a limitation upon the respective rights or remedies of the parties hereto which may accrue to them.
4. **Employment Status:**
- a. **Benefits:** Other than the compensation described above in Section 2, Interim City Manager will receive no other benefits, incentives, compensation in lieu of benefits, or any other form of compensation. Interim City Manager understands and agrees that the Interim City Manager is not, and will not be, eligible to receive any benefits from the City of Blue Lake.

- b. No Property Right in Employment: Interim City Manager understands and agrees that the terms of employment are governed only by this Agreement and that no right of regular employment for any specific term is created by this Agreement. Interim City Manager further understands that she acquires no property interest in employment by virtue of this Agreement, that the employment is “at will” as defined by the laws of the State of California (meaning that employment may be terminated at any time for any reason or for no reason), and that the Interim City Manager is not entitled to any pre- or post-deprivation administrative hearing or other due process upon termination or any disciplinary action.

- c. Status: Interim City Manager shall serve at the pleasure of the City Council, subject to the terms and conditions hereof, and shall not acquire a property interest in employment or a right to continuing employment with the City of Blue Lake. The terms, covenants, and conditions of Interim City Manager's employment with the City are expressly limited by and to the terms, covenants, and conditions of this Agreement.

- d. Employment of a CalPERS Retiree: Employee understands that CalPERS retired annuitants may be employed by a CalPERS public agency employer, by temporary appointment not to exceed 960 hours in any fiscal year for all such employers*; either (1) during an emergency to prevent stoppage of public business, or (2) because the retired employee has skills needed in performing the work of limited duration.

Further, as a CalPERS retiree, the Employee will not be enrolled in CalPERS, other than as a retired annuitant solely for administrative recordkeeping purposes (Employee remains in retired status) and City will report both the hours worked by Employee and pay pursuant to this Agreement.

Employee understands and acknowledges that Government Code Section 21221(h) provides that a retired annuitant appointed to a vacant position pursuant to this subdivision shall not receive any benefits, incentives, compensation in lieu of benefits, or any other form of compensation in addition to the hourly rate of compensation. Therefore, Employee will receive only the hourly wages described in this Agreement, unless otherwise required by applicable law.

- 5. Standard of Performance: All services to be performed by Interim City Manager pursuant to this Agreement shall be performed in accordance with all applicable ordinances, policies, and rules and regulations of the City.

- 6. CalPERS Annuitant's Representation. Interim City Manager warrants and represents that:
 - a. she has been retired from public service for at least 180 days and that she therefore is eligible to be employed as a retired annuitant by the City;

- b. she is not currently employed by any other CalPERS employer; and
 - c. she has not received any unemployment insurance compensation arising out of prior public employment during the prior 12-month period prior to appointment.
7. Non-Assignment of Agreement: This Agreement is intended to secure the individual services of the Interim City Manager and is not assignable or transferable by Interim City Manager to any third party.
 8. Governing Law/Venue: This Agreement shall be interpreted according to the laws of the State of California. Venue for any action or proceeding regarding this Agreement shall be in Humboldt County.
 9. Entire Agreement and Modification: This Agreement constitutes the entire understanding of the parties hereto. This Agreement supersedes any previous contracts, agreements, negotiations, or understandings, whether written or oral, between the parties. Interim City Manager shall be entitled to no other compensation or benefits than those specified herein, and Interim City Manager acknowledges that no representation, inducements, or promises not contained in this Agreement have been made to Interim City Manager to induce Interim City Manager to enter into this Agreement.
 10. Enforceability: If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.
 11. Indemnification: For the purposes of indemnification and defense of legal actions, Employee shall be considered an employee of the City and entitled to the same rights and subject to the same obligations as are provided for all other employees of the City, as required by Government Code. Accordingly, to the extent mandated by the 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 within the course and scope of Employee's services under this Agreement, subject to the exceptions and exclusions provided by law.
 12. Conflict of Interest: Interim City Manager agrees that during the term of this Agreement, Interim City Manager will not maintain any financial interest or engage in any other contract employment, occupation, work, endeavor, or association, whether compensated for or not, that would in any way conflict with or impair Interim City Manager's ability to perform the duties described in this Agreement.
 13. Effect of Agreement on Interim City Manager's CalPERS Retirement Benefits; Indemnification: The City makes no representation on the impact, if any, this Agreement shall or may have upon Interim City Manager's CalPERS retirement benefits, status, duties, and/or obligations. Interim City Manager acknowledges that in entering into this

Agreement, Interim City Manager has not relied upon any such representations in assessing the CalPERS-related impact of this temporary employment. Interim City Manager releases the City from any and all CalPERS-related claims or liabilities that may arise in connection with Interim City Manager's employment pursuant to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF BLUE LAKE:

INTERIM CITY MANAGER:

By: _____
John Sawatzky
Mayor of the City of Blue Lake

By: _____
Jill Duffy

Approved as to form:

By: _____
Ryan T. Plotz
City Attorney