

MEETING AGENDA

The City Council/Successor Agency of the City of Firebaugh

Vol. No. 23/07-17

Location of Meeting: Andrew Firebaugh Community Center
1655 13th Street, Firebaugh, CA 93622
Date/Time: July 17, 2023/6:00 p.m.

CALL TO ORDER

ROLL CALL

Mayor Felipe Perez
Mayor Pro Tem Elsa Lopez
Council Member Freddy Valdez
Council Member Silvia Renteria
Council Member Brady Jenkins

In compliance with the Americans with Disabilities Act, if you need special assistance to access the Andrew Firebaugh Community Center to participate at this meeting, please contact the Deputy City Clerk at (559) 659-2043. Notification 48 hours prior to the meeting will enable the city to make reasonable arrangements to ensure accessibility to the Andrew Firebaugh Community Center.

Any writing or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at City Hall, in the Deputy City Clerk's office, during normal business hours 8:00 am to 4:00 pm.

PLEDGE OF ALLEGIANCE

APPROVAL OF THE AGENDA

PRESENTATION

PUBLIC COMMENT

Any person or persons wishing to address the City Council on any matter that is not on the agenda may do so at this time. Individuals must limit their comments to three minutes. Issues raised during Public Comments are informational only and the Council cannot take action at this time. All comments should be directed to the Mayor and not to individual Councilmembers or staff members.

CONSENT CALENDAR

Items listed on the calendar are considered routine and are acted upon by one motion unless any Council member requests separate action. Typical items include minutes, claims, adoption of ordinances previously introduced and discussed, execution of agreements and other equivalent items.

1. **APPROVAL OF MINUTES – The City Council special meeting on June 19, 2023.**
2. **APPROVAL OF MINUTES – The City Council regular meeting on June 19, 2023.**
3. **WARRANT REGISTER – Period starting June 1 and ending on June 30, 2023.**

June 2023	General Warrants	#44450 - #44580	\$ 1,573,260.99
	Payroll Warrants	#72044 - #72063	\$ 144,767.33
	TOTAL		\$ 1,718,028.32

PUBLIC HEARING

4. THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO HOLD PUBLIC HEARING FOR CLOSEOUT OF 18-CDBG-12911 GRANT, 20-CDBG-12000 GRANT, 20-CDBG-CV1-00030 GRANT & 20-CDBG-CV-3-00017GRANT.

Recommended Action: Council receives public comment & give staff direction to proceed.

5. THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO CONSIDER AND DISCUSS APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2023-2024 FUNDING YEAR OF THE STATE CDBG PROGRAM.

Recommended Action: Council receives public comment & gives staff direction or takes action.

NEW BUSINESS

6. RESOLUTION NO. 23-25 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH ACCEPTING COMPLETION OF THE J STREET AND 10TH STREET IMPROVEMENTS, FEDERAL-AID PROJECT NO. CML-5224(027), AUTHORIZING THE CITY CLERK TO RECORD A NOTICE OF COMPLETION WITH FRESNO COUNTY, AND AUTHORIZING THE CITY MANAGER TO MAKE FINAL PAYMENT OF RETENTION MONIES TO EMMETT VALLEY CONSTRUCTION, INC.

Recommended Action: Council receives public comment & approves Res. No. 23-25.

7. RESOLUTION NO. 23-26 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH CONCERNING MEASURE C EXTENSION LOCAL TRANSPORTATION PURPOSE PASS-THROUGH AND PROGRAM FUNDS ANNUAL ALLOCATION FOR FY 2023-2024.

Recommended Action: Council receives public comment & approves Res. No. 23-26.

8. RESOLUTION NO. 23-27 - A RESOLUTION OF THE CITY OF FIREBAUGH APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT FOR PROFESSIONAL LEGAL SERVICES AS CITY ATTORNEY.

Recommended Action: Council receives public comment & approves Res. No. 23-27.

9. RESOLUTION NO. 23-28 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH ACCEPTING THE CDBG NEW FIRE STATION PROJECT, PROJECT NO. 20-CDBG-12000AS COMPLETE, AUTHORIZING THE CITY CLERK TO RECORD A NOTICE OF COMPLETION WITH FRESNO COUNTY, AND AUTHORIZING THE CITY MANAGER TO MAKE FINAL PAYMENT OF RETENTION MONIES TO ARDENT GENERAL INC.

Recommended Action: Council receives public comment & approves Res. No. 23-28.

10. RESOLUTION NO. 23-29 - A RESOLUTION OF THE FIREBAUGH CITY COUNCIL APPROVING AN AGREEMENT BETWEEN THE CITY OF FIREBAUGH AND ITS NON-REPRESENTATIVE EMPLOYEES.

Recommended Action: Council receives public comment & approves Res. No. 23-29.

11. RESOLUTION NO. 23-30 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE FIREBAUGH MISCELLANEOUS EMPLOYEES' ASSOCIATION AND APPROVING RELATED SALARY SCHEDULES.

Recommended Action: Council receives public comment & approves Res. No. 23-30.

12. RESOLUTION NO. 23-31 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE FIREBAUGH POLICE OFFICERS ASSOCIATION AND APPROVING RELATED SALARY SCHEDULES.

Recommended Action: Council receives public comment & approves Res. No. 23-31.

13. THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO REVIEW AND DISCUSS RENTAL RATES OF THE ANDREW FIREBAUGH COMMUNITY CENTER.

Recommended Action: Council receives public comment & gives staff direction or takes action.

14. THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO REVIEW AND DISCUSS CITY COUNCIL MEMBERS STIPEND AND INSURANCE PREMIUMS.

Recommended Action: Council receives public comment & gives staff direction or takes action.

STAFF REPORTS

PUBLIC COMMENT ON CLOSED SESSION ITEM ONLY

- ❖ **Oral Announcement Only:** “This item relates to longevity pay claims by Raquel Tabares”

CLOSED SESSION

- 15. GOVERNMENT CODE SECTION 54956.9(d)(2) - One potential case**
Conference with Legal Counsel – Anticipated Litigation
Significant Exposure to Litigation

ANNOUNCEMENT AFTER CLOSED SESSION

ADJOURNMENT

Certification of posting the agenda

I declare under penalty of perjury that I am employed by the City of Firebaugh and that I posted this agenda on the bulletin boards at City Hall, July 14, 2023, at 5:00 p.m. by Rita Lozano Deputy City Clerk.

SPECIAL MEETING MINUTES
The City Council/Successor Agency of the City of Firebaugh
Vol. No. 23/06-19

Location of Meeting: Andrew Firebaugh Community Center
1655 13th Street, Firebaugh, CA 93622
Date/Time: June 19, 2023/3:30 p.m.

CALL TO ORDER Meeting called to order by Mayor Lopez at 1:33 p.m.

ROLL CALL Mayor Felipe Perez 4:07 pm
Mayor Pro Tem Elsa Lopez
Council Member Freddy Valdez
Council Member Silvia Renteria
Council Member Brady Jenkins

ABSENT:

OTHERS: City Attorney James McCann; City Manager, Ben Gallegos, Deputy City Clerk, Rita Lozano.

PLEDGE OF ALLEGIANCE Council Member Silvia Renteria led pledge of Allegiance.

PUBLIC COMMENT None

- ❖ *Motion to enter close session at 3:22 pm by Council Member Valdez, second by Council Member Jenkins, motion passes by a 4-0 vote.*

CLOSED SESSION

- ❖ *Mayor Perez joined the meeting at 4:07 pm.*

1. Government Code Section 54957

PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT
Title: City Attorney

- ❖ *Motion to return from close session at 5:56 pm by Council Member Valdez, second by Council Member Jenkins, motion passes by a 5-0 vote.*

ANNOUNCEMENT AFTER CLOSED SESSION

Motion to appoint Griswold, LaSalle, Cobb, Dowd & Gin, LLP as the City of Firebaugh City Attorney by Council Member Valdez, second by Council Member Lopez, motion passed by 5-0 vote.

ADJOURNMENT

Motion to adjourn by Council Member Valdez, second by Council Member Jenkins; motion passed by 5-0 vote at 5:57 p.m.

MEETING MINUTES

The City Council/Successor Agency of the City of Firebaugh
Vol. No. 23/06-19

Location of Meeting: Andrew Firebaugh Community Center
1655 13th Street, Firebaugh, CA 93622

Date/Time: June 19, 2023/6:00 p.m.

CALL TO ORDER Meeting called to order by Mayor Pro Perez at 6:00 p.m.

ROLL CALL Mayor Felipe Pérez
Mayor Pro Tem Elsa Lopez
Council Member Silvia Renteria
Council Member Brady Jenkins
Council Member Freddy Valdez

ABSENT:

OTHERS: City Attorney James McCann; City Manager, Ben Gallegos, Deputy City Clerk, Rita Lozano; Public Works Director, Michael Molina; Finance Director, Pio Martin; Police Chief, Sal Raygoza, & others.

PLEDGE OF ALLEGIANCE Council Member Silvia Renteria led pledge of Allegiance.

APPROVAL OF THE AGENDA

Motion to approve agenda by Council Member Valdez, second by Council Member Jenkins, motion passed by 5-0 vote.

PRESENTATION None

PUBLIC COMMENT None

CONSENT CALENDAR

1. APPROVAL OF MINUTES – The City Council regular meeting on June 5, 2023.

2. WARRANT REGISTER – Period starting May 1 and ending on May 31, 2023.

May 2023	General Warrants	#44328 - #44449	\$ 1,588,080.58
	Payroll Warrants	#72021 - #72043	\$ 206,925.22
	TOTAL		\$ 1,795,005.80

Motion to approve consent calendar by Council Member Valdez, second Council Member Jenkins; motion passed by 5-0 vote.

PUBLIC HEARING None

NEW BUSINESS

3. THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO CONSIDER USE OF THE A.F. COMMUNITY CENTER AND WAIVER OF RENTAL FEES FOR A BINGO FUNDRAISER TO SUPPORT THE CLASS OF 2024 ON AUGUST 24, 2023.

Motion to charge the hourly non-profit fee, which includes the tables & chairs at no additional cost, additional required charges are the \$25 processing fee, Insurance stating the City is additional covered on the policy and \$300 refundable cleaning deposit by Council Member Lopez, second Council Member Perez; motion passed by 3-0 vote. Renteria and Jenkins – abstain.

4. **RESOLUTION NO. 23-22 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH ADOPTING ANNUAL APPROPRIATIONS LIMIT FOR THE FISCAL YEAR 2023-24.**

Motion to approve Res. No. 23-22 by Council Member Jenkins, second Council Member Lopez; motion passed by 5-0 vote.

5. **RESOLUTION NO. 23-23 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING THE CITY OF FIREBAUGH'S BUDGET FOR FISCAL YEAR 2023 – 2024.**

Motion to approve Res. No. 23-23 by Council Member Jenkins, second Council Member Valdez; motion passed by 5-0 vote.

6. **RESOLUTION NO. 23-24 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH RENEWING ORDINANCE 22-03 AND POLICY 708 OF THE FIREBAUGH POLICE DEPARTMENT POLICY MANUAL AUTHORIZING THE USE MILITARY EQUIPMENT IN ACCORDANCE WITH GOVERNMENT CODE SECTION 7070, ET SEQ.**

Motion to approve Res. No. 23-24 by Council Member Lopez, second Council Member Valdez; motion passed by 5-0 vote.

7. **FIREBAUGH POLICE DEPARTMENT 2022 ANNUAL REPORT.**

Informational item only.

STAFF REPORTS

- **Adam Gray** – introduced himself & offered his services to the community.
- **Police Chief Sal Raygoza** – individuals/activist visited with cameras, stating they were doing an audit of the first amendment, the post the video on YouTube. I learned things from it, both thing we did correct and things we did wrong, and things that need to be corrected.
- **Public Works Director, Michael Molina** - Finishing a few projects, raising iron on Zozaya, alley project was paved there is a punch list with some corrections, installing handicap approaches on Thomas Conboy for the concrete project. Fire Department responded to calls, trying to get the wildlife equipment familiarized by staff, and getting updated needed equipment. Council Member Perez reported the lights at the splash park are not working and there have been a lot of kids fighting at the park. Council Member Jenkins asked if the flooded area where the lights are at the skate park has been fixed. Staff replied they would fix them, Molina will direct staff to address it, but the city does not have a boom truck so city will need to rent one and public works staff is shorthanded with two employees out on medical leave and others requesting vacation.
- **City Manager, Ben Gallegos** – working with two companies for a possible solar project, wants to lease out the landfill for this project, \$50,000 up front, and \$50,000 upon completion, for about \$1000 an acre. On Friday, City Manager was notified of an awarded a grant for him to attend a Brownfield Conference, including hotel, city is responsible for the flight. It is a five-day conference, August 7th through 11th, would like to recommend someone else attend, if possible, but if not, City Manager will go by himself. If anyone is interested, city can apply for the grant. Council Member Valdez stated is the past a Council Member has attended with a City Manager to conferences, so he is in favor of it, if the money is allocated to do so.
- **Deputy City Clerk, Rita Lozano** – will be on vacation June 28th through July 9th, so any agenda items for the next meeting must be submitted early, so the agenda can be delivered on Wednesday, June 28th instead of the Thursday. City Manager Gallegos added, if there is no urgent/emergency or pending items for July 3rd, since staff members will be off, considering cancel that meeting.
- **Finance Director, Pio Martin** – nothing to report, will start working on the audit.

- City Attorney, James McCann – nothing to report.
- Council Member Jenkins – nothing to report.
- Council Member Lopez – nothing to report.
- Council Member Renteria - spoke with Ben about the city hosting a league of cities regional meeting & will collaborate with him on it.
- Council Member Valdez – Mayor Perez setting up a zoom meeting with Jeanne Marie Caris-McManus (Executive Director of Westside Family Preservation Services Network) a non-profit organization, to discuss bring a resources center to our community, a center which we could bring current items that aren't currently hear in our community, things that we had in the past at the old offices were the library was, so great meeting, great opportunities. There's a planning and development grant for \$500,00 to \$ 5 million in funds to build out such a resource center, so preliminary sites were mentioned, great ideas but we need to kind of see something in action & we were able to visit Las Casitas de Lola (Domestic Violence Shelter) in Huron, which is a resource center with a lot of great amenities to offer to their residents. Some of those things we could have used during COVID, funding assistance & other services. Things that are great for rural area communities, which can't or don't know how to access, which provides a great opportunity to our citizens.
- Council Member Perez – I have been working with this organization since 2020, they have different kind of amenities like Councilmember Valdez stated, the have RIC services too and the acknowledge/recognize their volunteers, and hold special events: Día de Madres, Father's Day, and have about seven to eight things running, classes for literacy and heat prevention, different resources for all communities in the westside.

PUBLIC COMMENT None

- ❖ *Motion to enter close session at 7:05 pm by Council Member Valdez, second by Council Member Jenkins, motion passes by a 5-0 vote.*

CLOSED SESSION

8. Government Code Section 54957.6.

CONFERENCE WITH LABOR NEGOTIATORS: ALL REPRESENTED & UNREPRESENTED EMPLOYEES

City Negotiator: Ben Gallegos

Employee Organizations: Police & Public Works bargaining units and all unrepresented positions.

- ❖ *Motion to return from close session at 7:57 pm by Council Member Valdez, second by Council Member Lopez, motion passes by a 5-0 vote.*

ANNOUNCEMENT AFTER CLOSED SESSION

No reportable action, no action taken.

ADJOURNMENT

- ❖ *Motion to adjourn at 7:58 pm by Council Member Valdez, second by Council Member Jenkins, motion passes by a 5-0 vote.*



REPORT TO CITY COUNCIL
— MEMORANDUM —

AGENDA ITEM NO: _____

COUNCIL MEETING DATE: July 17, 2023

SUBJECT: Warrant Register Dated: June 1, 2023 – June 30, 2023

RECOMMENDATION:

In accordance with Section 37202 of the Government Code of the State of California there is presented here with a summary of the demands against the City of Firebaugh covering obligations to be paid during the period of:

JUNE 1, 2023 – JUNE 30, 2023

Each demand has been audited and I hereby certify to their accuracy and that there are sufficient funds for their payment as of this date.

IT IS HEREBY RECOMMENDED THE CITY COUNCIL
APPROVE THE REGISTER OF DEMANDS AS FOLLOWS:

GENERAL WARRANTS	# 44450 – #44580	\$ 1,573,260.99
PAYROLL WARRANTS.....	# 72044 – #72063	\$ 144,767.33

TOTAL WARRANTS..... \$ 1,718,028.32

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS JUNE 1, 2023- JUNE 30, 2023

<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
44450	6/1/2023	FERNANDO CAMPA	\$ 300.00	HEALTH INSURANCE STIPEND
44451	6/1/2023	ANTHONY C. CHAVARRIA	\$ 330.00	BACKFLOW INSPECTIONS
44452	6/1/2023	ALIX STEPHANIE CHACON	\$ 300.00	HEALTH INSURANCE STIPEND
44453	6/1/2023	CITY OF FIREBAUGH	\$ 117,537.05	PAYROLL ENDING 05/26/2023
44454	6/1/2023	BRADY JENKINS	\$ 315.00	MONTHLY SALARY ATTENDANCE
44455	6/1/2023	RODDY A. LAKE	\$ 251.59	POLICE MEDICAL RETIREE
44456	6/1/2023	SAMPSON LEE	\$ 300.00	MONTHLY INSURANCE STIPEND
44457	6/1/2023	RACHEL LOPEZ	\$ 300.00	HEALTH INSURANCE STIPEND
44458	6/1/2023	SANDRA J. MARQUEZ	\$ 300.00	HEALTH INSURANCE STIPEND
44459	6/1/2023	PACIFIC GAS & ELECTRIC	\$ 31,999.71	ALL DEPTS #7355932148-1
44460	6/1/2023	SALVADOR RAYGOZA	\$ 300.00	HEALTH INSURANCE STIPEND
44461	6/1/2023	SILVIA RENTERIA	\$ 315.00	MONTHLY SALARY ATTENDANCE
44462	6/1/2023	JUAN PEDRO SANCHEZ	\$ 300.00	HEALTH INSURANCE STIPEND
44463	6/1/2023	JACQUELINE TABARES	\$ 300.00	HEALTH INSURANCE STIPEND
44464	6/1/2023	U.S. POSTMASTER	\$ 248.40	LATE NOTICES UTILITY BILL
44465	6/1/2023	ALFRED VALDEZ	\$ 315.00	MONTHLY SALARY ATTENDANCE
44466	6/1/2023	ALBERTO VERDUZCO	\$ 300.00	HEALTH INSURANCE STIPEND
44467	6/5/2023	U.S. POSTMASTER	\$ 1,058.40	UTLITY BILLING JUNE 2023
44468	6/7/2023	MID-VALLEY DISPOSAL	\$ 35,768.43	SERVICES PERFORMED APRIL
			\$ 35,804.13	SERVICES PERFORMED MAY 2023
		Check Total:	\$ 71,572.56	
44469	6/7/2023	POLICE ACTIVITIES LEAGE	\$ 3,860.00	BEER BOOTH CANTALOUPE
44470	6/9/2023	ARDENT GENERAL INC.	\$ 144,587.85	FIREBAUGH POLICE STATION
44471	6/9/2023	AT&T	\$ 935.75	ALL DEPT TELEPHONE & INTERNET

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS JUNE 1, 2023- JUNE 30, 2023

<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
44472	6/9/2023	BOGIE'S PUMP SYSTEMS	\$ 51,635.76	PUMP BASE LABOR/INSTALL
44473	6/9/2023	COLLINS & SCHOETTLER	\$ 3,228.75	CITY PLANNING APRIL 2023
44474	6/9/2023	EPPLER TRUCK SERVICE	\$ 217.50	FIRETRUCK ANNUAL INSPECTION
			\$ 438.42	FD-FIRETRUCK CHECK VALVE
			<u>\$ 231.33</u>	FD-FIRE TRUCK INSPECTION
		Check Total:	\$ 887.25	
44475	6/9/2023	FIREBAUGH AUTO REPAIR	\$ 61.75	FD-SMOG INSPECTION
44476	6/9/2023	FRESNO OXYGEN	\$ 97.13	PW-SHOP
44477	6/9/2023	PACIFIC GAS & ELECTRIC	\$ 18.98	WATER PUMP
44478	6/9/2023	PITNEY BOWES GLOBAL FINAN	\$ 490.24	LEASE 3/30-6/29, 2023
44479	6/9/2023	SALEM ENGINEERING GROUP,	\$ 1,420.00	UTILITY AND SURFACE ALLEY
			\$ 3,015.00	JST & 10ST IMPROVEMENTS
			<u>\$ 1,245.00</u>	22/23 CONCRETE IMPROVEMEN
		Check Total:	\$ 5,680.00	
44480	6/9/2023	TORO PETROLEUM CORP.	\$ 402.21	WHITE MINERAL OIL/PUMP OIL
44481	6/9/2023	UNIFIRST CORPORATION	\$ 120.86	SHOP
			\$ 24.68	COMMUNITY CENTER
			\$ 20.00	CITY HALL
			\$ 42.41	SENIOR CTR
			\$ 120.86	SHOP
			\$ 24.68	COMMUNITY CENTER
			\$ 20.00	CITY HALL
			\$ 42.41	SENIOR CENTER
			\$ 170.26	SHOP
			\$ 24.68	COMMUNITY CENTER
			\$ 20.00	CITY HALL
			\$ 42.41	SENIOR CENTER
			\$ 130.11	SHOP
			\$ 24.68	COMMUNITY CENTER
			\$ 20.00	CITY HALL
			<u>\$ 42.41</u>	SENIOR CENTER
		Check Total:	\$ 890.45	
44482	6/15/2023	ADAMS ASHBY GROUP, LLC	\$ 2,250.00	GENERAL ADMIN REVIEW
			\$ 1,250.00	GENERAL ADMIN-REVIEW SUB-

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS JUNE 1, 2023- JUNE 30, 2023

<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
44482	6/15/2023	ADAMS ASHBY GROUP, LLC	\$ 4,500.00	GENERAL ADMIN & LABOR COM
		Check Total:	\$ 8,000.00	
44483	6/15/2023	THE SALVATION ARMY	\$ 14,187.00	HOT MEAL/FOOD DISTRIBUTION
44484	6/16/2023	CITY OF FIREBAUGH	\$ 148,100.04	PAYROLL ENDING 06/09/23
44485	6/16/2023	AG & INDUSTRIAL SUPPLY	\$ 68.01	TRIM LINE
			\$ 10.02	TUBING AIR BRAKE
		Check Total:	\$ 78.03	
44486	6/16/2023	ALERT-O-LITE, INC.	\$ 120.41	ASPHALT PATCH
44487	6/16/2023	AMAZON CAPITAL SERVICES	\$ 48.80	RECEIPT BOOKS PD
44487	6/16/2023	AMAZON CAPITAL SERVICES	\$ 75.57	COMPUTER MOUSE/KEYBOARD
			\$ 228.68	TRANSPORT HOOD
			\$ 171.72	PARKS-RIM/TRIMMER HEAD
		Check Total:	\$ 524.77	
44488	6/16/2023	ARDENT GENERAL INC.	\$ 2,077.46	NEW ELECTRICAL SERVICE
			\$ 2,077.46	NEW ELECTRICAL SERVICE 2
			\$ 6,770.02	FIREBAUGH FIRE STATION
		Check Total:	\$ 10,924.94	
44489	6/16/2023	SEBASTIAN	\$ 59.95	SENIOR CENTER ALARM SECURITY
44490	6/16/2023	AXCES INDUSTRIAL SUPPLY	\$ 375.75	FLOAT AWAY DEGREASER
44491	6/16/2023	MELODY BARRAGAN	\$ 300.00	A/F HALL CLEANING DEPOSIT
44492	6/16/2023	BOGIE'S PUMP SYSTEMS	\$ 2,000.00	PUMP HOUSING EXTERNALLY
44493	6/16/2023	BRYANT L. JOLLEY	\$ 44,500.00	PROFESSIONAL SERVICES
44494	6/16/2023	BSK & ASSOCIATES, INC.	\$ 86.50	LAB ANALYSIS
			\$ 494.50	LAB ANALYSIS
			\$ 154.50	LAB ANALYSIS
			\$ 243.75	LAB ANALYSIS
			\$ 154.50	LAB ANALYSIS
			\$ 86.50	LAB ANALYSIS
			\$ 154.50	LAB ANALYSIS
			\$ 154.50	LAB ANALYSIS
			\$ 226.78	LAB ANALYSIS

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS JUNE 1, 2023- JUNE 30, 2023

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
44494	6/16/2023	BSK & ASSOCIATES, INC.	\$ 124.75	LAB ANALYSIS
			\$ 105.64	LAB ANALYSIS
			\$ 154.50	LAB ANALYSIS
			\$ 190.64	LAB ANALYSIS
			\$ 375.50	LAB ANALYSIS
			\$ 190.62	LAB ANALYSIS
			\$ 265.02	LAB ANALYSIS
		Check Total:	\$ 3,162.70	
44495	6/16/2023	COLLINS & SCHOETTLER	\$ 2,205.00	CITY PLANNING MAY 2023
44496	6/16/2023	COMCAST	\$ 704.61	PD INTERNET #981037230
44497	6/16/2023	CORELOGIC SOLUTIONS, LLC.	\$ 225.10	REALQUEST MAY 2013
44498	6/16/2023	MARIA CRUZ	\$ 150.00	DUNKLE PARK ENCLOSED AREA
44499	6/16/2023	DEPARTMENT OF JUSTICE	\$ 105.00	BLOOD ALCOHOL ANALYSIS
44500	6/16/2023	EMMETT'S EXCAVATION INC.	\$ 456,913.19	CDBG WATERLINE REPLACEMENT
44501	6/16/2023	FIREBAUGH AUTO REPAIR	\$ 61.75	PW-SMOG INSPECTION
			\$ 61.75	FD-SMOG INSPECTION
		Check Total:	\$ 123.50	
44502	6/16/2023	FRESNO MOBILE RADIO, INC.	\$ 4,704.00	ANNUAL BILLING AIRTIME
44503	6/16/2023	GOUVEIA ENGINEERING, INC.	\$ 2,551.01	705.10 POLICE/FIRE/ BUILD
			\$ 610.31	710.03 DBE PLAN-ADA COMPLIANCE
			\$ 732.38	720.30 FRESNO HOUSING AUTHORITY
			\$ 280.88	725.01 PUBLIC WORKS GENERAL
			\$ 7,937.25	725.13C UTILITY & SURFACE
			\$ 177.50	730.09 SRF WWTP DESIGN
			\$ 567.00	735.01 STORM DRAIN GENERAL
			\$ 4,234.13	735.05 Q ST SD IMPROVEMENT
			\$ 12,925.00	740.13C CDBG WATERLINE REPAIR
			\$ 767.81	745.01 STREETS GENERAL
			\$ 2,001.25	745.02D HWY 33 BEAUTIFICATION
			\$ 109.17	745.25D CML-5224(023) POSO CANAL
			\$ 393.49	745.28D CML-5224(026)ALLEY
			\$ 18,181.68	745.29C STPL-5224(027) J ST
			\$ 1,196.46	745.35D STPL-5224(028) 12TH ST
			\$ 10,129.14	745.36C 22/23 CONCRETE
			\$ 86.63	745.37C 22/23 SLURRY SEAL

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS JUNE 1, 2023- JUNE 30, 2023

<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
44503	6/16/2023	GOUVEIA ENGINEERING, INC.	\$ 110.25	755.04 DUNKLE PARK PLAYGRD
			\$ 136.79	760.07 PAVEMENT MANAGEMENT
			\$ 753.00	775.16 LOT MERGER V SANCH
			\$ 532.88	775.17 1502 CLYDE FANNON
			\$ 651.00	785.31 9974 N DOS PALOS
			\$ 303.19	785.32 LA JOYA COMMONS
			\$ 2,316.56	790.02 CITYWIDE ASSESSMENT
Check Total:			\$ 67,684.76	
44504	6/16/2023	KIMBALL-MIDWEST	\$ 1,448.87	FUSE/HEX NUT
44505	6/16/2023	CHRISTINA LAGARDE	\$ 300.00	A/F HALL CLEANING DEPOSIT
44506	6/16/2023	LOZANO SMITH ATTORNEYS A	\$ 5,329.74	GENERAL LEGAL MATTERS
			\$ 1,280.31	PERSONNEL MATTERS
Check Total:			\$ 6,610.05	
44507	6/16/2023	MANUELS TIRE SERVICE, INC	\$ 24.26	RADIAL PATCH
			\$ 24.26	RADIAL PATCH
			\$ 593.26	PD-TIRES/VALVE STEM
			\$ 24.26	RADIAL PATCH
Check Total:			\$ 666.04	
44508	6/16/2023	MIGUEL'S PLUMBING SERVICE	\$ 200.00	UNPLUGGED WASHING MACHINE
44509	6/16/2023	NICHOLS CONSULTING	\$ 2,000.00	STATE MANADATED COST
44510	6/16/2023	PACIFIC GAS & ELECTRIC	\$ 26.29	FIRE DEPT #3228327255-0
			\$ 155.91	TOMA TEK #6759522333-9
Check Total:			\$ 182.20	
44511	6/16/2023	PITNEY BOWES #8000-9090-	\$ 520.99	POSTAGE REFILL 5/12/23
44512	6/16/2023	ROSALIE PRECIADO	\$ 150.00	DUNKLE PARK ENCLOSED AREA
44513	6/16/2023	QUILL CORPORATION	\$ 280.68	COMMUNITY CTR-TOILET PAPER
			\$ 31.29	CITY HALL-TAPE
			\$ 80.97	PD-TOILET PAPER
			\$ 131.71	BUILDING DEPT
			\$ 159.79	COMMUNITY CTR-MP/BUCKET
			\$ 226.91	ALL DEPTS-FURNITURE POLISH
			\$ 30.75	CITY HALL-TISSUE/WITE OUT
Check Total:			\$ 942.10	

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS JUNE 1, 2023- JUNE 30, 2023

<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
44514	6/16/2023	RELIABLE TRANSLATIONS, IN	\$ 75.00	TRANSLATION PUBLIC NOTICE
44515	6/16/2023	SALEM ENGINEERING GROUP,	\$ 810.00	UTILITY & SURFACE ALLEY I
			<u>\$ 2,930.00</u>	CDBG WATERLINE REPLACEMENT
		Check Total:	\$ 3,740.00	
44516	6/16/2023	LETICIA SALDANA	\$ 150.00	DUNKLE PARK ENCLOSED AREA
44517	6/16/2023	GUADALUPE PEREZ SAMANIEC	\$ 150.00	DUNKLE PARK ENCLOSED AREA
44518	6/16/2023	IMELDA SANDOVAL	\$ 150.00	DUNKLE PARK ENCLOSED AREA
44519	6/16/2023	STATE FOODS SUPERMARKET	\$ 14.00	BATH TISSUE
			\$ 13.98	BEST YET OLD FASHION OATS
			\$ 5.90	WATER KIRKLAND
			<u>\$ 17.70</u>	3 CASES OF WATER
		Check Total:	\$ 51.58	
44520	6/16/2023	TECH MASTER MANAGEMENT	\$ 150.00	CITY HALL/PUBLIC WORK
44521	6/16/2023	THE WESTSIDE EXPRESS	\$ 52.00	PAPER SUBSCRIPTION
44522	6/16/2023	JAQUELINE TIRADO	\$ 220.00	A/F HALL CLEANING DEPOSIT
44523	6/16/2023	THE NEIL JONES FOOD CO.	\$ 300.00	A/F HALL CLEANING DEPOSIT
44524	6/16/2023	VELIA VALDEZ	\$ 300.00	A/F HALL CLEANING DEPOSIT
44525	6/16/2023	VERIZON WIRELESS	\$ 38.01	BRADY'S TABLET INTERNET
44526	6/16/2023	SANTOS FORD	\$ 538.31	PD-CHIEF'S UNIT RECY SEAT
44527	6/23/2023	AGRI-VALLEY IRRIGATION LL	\$ 3.50	CAP/PVC MOLDED
			\$ 138.72	COUPLING/PIPE/SHOVEL
			\$ 28.41	DUNKLE PARK-COUPLING/PIPE
			\$ 4.22	PARKERS PARK-CAP/JOINT AS
			\$ 7.36	ADAPTER/ELBOW
			\$ 21.21	MALE ADAPTER/PIPE
			\$ 14.63	CORTEX SPRAYER/EMITTER
			\$ 9.80	PARKERS PARK-NOZZLE/POP UP
			\$ 105.09	SOLENOID LATCHING
			\$ 133.88	NOZZLE/SOLENOID
			\$ 170.83	BAIT STATION
			\$ 8.04	SCOUT ISLAND SLIP FIX

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS JUNE 1, 2023- JUNE 30, 2023

<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
44527	6/23/2023	AGRI-VALLEY IRRIGATION LL	\$ 33.68	COUPLING/PIPE/PVC MOLDED
			\$ 21.43	GLUE
			\$ 105.09	SOLENOID LATCHING
			\$ 14.38	NOZZLE/POP UP
		Check Total:	\$ 820.27	
44528	6/23/2023	AT&T MOBILITY	\$ 728.37	PD INTERNET AND CELL PHONE
			\$ 851.68	CITY HALL/PUBLIC WORKS
		Check Total:	\$ 1,580.05	
44529	6/23/2023	AUTOZONE COMMERCIAL (137)	\$ (603.57)	RETURN PD COMPRESSOR
			\$ 6.68	PD-DURALAST
			\$ 50.50	PD-MOTOR OIL
			\$ 11.87	PD-AIR FILTER
			\$ 26.18	PD-COOLANT
			\$ 71.25	PD-PIG TAIL
			\$ 336.86	PD-LOADED STRUT
			\$ 46.72	PD-CARWASH BUCKET
			\$ 26.65	FD-GLASS CLEANER/WAX
			\$ 23.75	DURALAST BATTERY
			\$ 7.75	FD-RUBBER HOSE
			\$ 85.18	FD-BATTERY
			\$ 45.33	AIR FILTER
			\$ 29.14	DORMAN TAILGATE HANDLE
			\$ 67.33	BATTERY LOADER TESTER
			\$ 18.34	AIR FILTER
			\$ 18.34	AIR FILTER
			\$ 44.25	FD-BRAIDED LOOM
			\$ 17.27	FD-ACCESSORY RELAY
		Check Total:	\$ 329.82	
44530	6/23/2023	CALIFORNIA POLICE CHIEFS	\$ 365.00	MEMBERSHIP RENEWAL POLICE
44531	6/23/2023	CALIFORNIA PEACE	\$ 250.00	PD PUBLIC RECORDS ACT EVE
44532	6/23/2023	CAL VALLEY SECURITY	\$ 630.00	EXTRA FUNCTION SECURITY
44533	6/23/2023	COLLEGE OF THE SEQUOIAS	\$ 150.00	OFF. GONZALEZ INTERVIEW &
44534	6/23/2023	COMMUNITY MEDICAL CENTE	\$ 175.00	APRIL23 BLOOD DRAWS
44535	6/23/2023	FRESNO COUNCIL OF GOVERN	\$ 8,161.64	MULTI-JURISDICTIONAL HOUSING
			\$ 2,440.23	FRESNO COG STAFF TIME
		Check Total:	\$ 10,601.87	

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS JUNE 1, 2023- JUNE 30, 2023

<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
44536	6/23/2023	CENTRAL VALLEY TOXICOLOC	\$ 40.00	ALCOHOL SCREENING
			<u>\$ 40.00</u>	ALCOHOL SCREENING
		Check Total:	\$ 80.00	
44537	6/23/2023	D & L REFRIGERATION, LLC	\$ 3,109.00	COMMUNITY CTR-AC COMPRESS
			<u>\$ 149.00</u>	COMMUNITY CENTER A/C REPAIR
		Check Total:	\$ 3,258.00	
44538	6/23/2023	DEPARTMENT OF JUSTICE	\$ 180.00	MAY 2023 FINGERPRINTS
44539	6/23/2023	FIREBAUGH TOWING	\$ 225.00	PD UNIT#4 TOWING
44540	6/23/2023	FIREBAUGH GLASS	\$ 200.00	PD FUSION FORD WINDSHIELD
44541	6/23/2023	FRESNO COUNTY TREASURER	\$ 162.52	ACCESS FEES MAY 2023
44542	6/23/2023	FRESNO MOBILE RADIO, INC.	\$ 6,552.00	ANNUAL BILLING AIRTIME
44543	6/23/2023	GOUVEIA ENGINEERING, INC.	\$ 81.38	705.10 POLICE/FIRE BUIKDI
			\$ 157.50	725.01 PUBLIC WORKS GENER
			\$ 3,678.53	725.13C UTILITY & SURRFAC
			\$ 1,527.50	730.09 SRF WWTP DESIGN
			\$ 357.60	740.11 SGMA
			\$ 24,159.28	740.13C WATERLINE PROJECT
			\$ 2,741.71	745.01 STREETS GENERAL
			\$ 27.50	745.02D HWY 33 BEAUTIFICATION
			\$ 20.38	745.28D CML-5224(26) ALLEY
			\$ 11,907.33	745.29C STPL-5224(027)J ST
			\$ 2,228.78	745.35D STPL-5224(028) 12TH ST
			\$ 20,985.07	745.36C 22/23 CONCRETE IM
			\$ 456.75	755.04 DUNKLE PARK PLAYGRD
			\$ 492.50	775.17 1502 CLYDE FANNON
			\$ 162.75	785.27 CENCAL SUBDIVISION
			\$ 108.94	785.31 9974 N. DOS PALOS
			\$ 2,336.25	785.32 LA JOYA COMMONS
			<u>\$ 653.63</u>	790.02 CITYWIDE ASSESSMENT
		Check Total:	\$ 72,083.38	
44544	6/23/2023	GUTHRIE PETROLEUM, INC.	\$ 1,265.05	BULK UNLEADED GASOLINE
			\$ 1,384.70	BULK UNLEADED GASOLINE
			\$ 1,466.16	BULK UNLEADED GASOLINE
			\$ 1,198.99	BULK UNLEADED GASOLINE
			<u>\$ 1,663.13</u>	BULK UNLEADED GASOLINE
		Check Total:	\$ 6,978.03	

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS JUNE 1, 2023- JUNE 30, 2023

<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
44545	6/23/2023	HINDERLITER, deLLAMAS	\$ 15.26	AUDIT SERVICES-SALES TAX
44546	6/23/2023	IAPE	\$ 65.00	2023 IAPE MEMBERSHIP-FERN
44547	6/23/2023	KIMBALL-MIDWEST	\$ 514.78	PW-SCREW/MACH SCREW/CABLE
44548	6/23/2023	LOZANO SMITH ATTORNEYS A	\$ 7,478.21	GENERAL LEGAL MATTERS MAY
			\$ 760.33	PERSONNEL MATTERS MAY 2023
			\$ 300.50	COMPLAINT REVERSE VALIDAT
		Check Total:	\$ 8,539.04	
44549	6/23/2023	MAGDA MARTINEZ	\$ 167.00	MEAL PER DIEM LONG BEACH
44550	6/23/2023	MID-VALLEY DISPOSAL	\$ 884.45	WATER TREATMENT PLANT
44551	6/23/2023	MV TRANSPORTATION	\$ 70.00	SENIOR CITIZEN TRANSPORTATION
44552	6/23/2023	NORTHSTAR CHEMICAL	\$ 2,377.88	FERRIC CHLORIDE
			\$ 5,091.58	SODIUM HYPOCHLORITE
			\$ 4,943.22	SODIUM HYPOCHLORITE
		Check Total:	\$ 12,412.68	
44553	6/23/2023	OLE FRIJOLE RESTAURANT	\$ 203.44	SENIOR CITIZEN TRIP 7/7/2
44554	6/23/2023	PACIFIC GAS & ELECTRIC	\$ 30,819.59	ALL DEPTS #7355932148-1
			\$ 758.09	NEW FIRE DEPT #3247232548
		Check Total:	\$ 31,577.68	
44555	6/23/2023	SIGNMAX	\$ 377.06	KEEP OUT SIGNS
44556	6/23/2023	SPARKLETTTS	\$ 408.68	CITY HALL/SENIOR CTR/POLICE
44557	6/23/2023	TECH MASTER MANAGEMENT	\$ 40.00	PD PEST CONTROL
			\$ 150.00	CITY HALL/SENIOR CTR/PW
		Check Total:	\$ 190.00	
44558	6/23/2023	THOMASON TRACTOR COMPAI	\$ 148.76	SPOOL
			\$ 9.71	LINE
			\$ 64.76	AUTOCUT 25-2
			\$ 16.19	TRUCK#32-LINE1LB
		Check Total:	\$ 239.42	
44559	6/23/2023	TOP DOG TRAINING CENTER,	\$ 125.00	K9 TRAINING 6/5/23

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS JUNE 1, 2023- JUNE 30, 2023

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
44560	6/23/2023	DATAPATH	\$ 5,078.00	MONTHLY BILLING JUNE 2023
44561	6/27/2023	FIRST BANKCARD	\$ 180.27	BEN-LINQ. LAS VEGAS CONFERENCE
			\$ 180.27	BEN-LINQ LAS VEGAS CONFERENCE
			\$ 180.27	BEN-LINQ LAS VEGAS CONFERENCE
			\$ 180.27	BEN-LINQ LAS VEGAS CONFERENCE
			\$ (180.27)	BEN-LINQ LAS VEGAS CONFERENCE
			\$ 15.11	BEN-UBER LAS VEGAS CONFERENCE
			\$ 35.99	BEN-UBER LAS VEGAS CONFERENCE
			\$ 31.96	BEN-UBER LAS VEGAS CONFERENCE
			\$ 22.91	BEN-UBER LAS VEGAS CONFERENCE
			\$ 28.90	BEN-UBER LAS VEGAS CONFERENCE
			\$ 27.96	BEN-UBER LAS VEGAS CONFERENCE
			\$ 33.99	BEN-UBER LAS VEGAS CONFERENCE
			\$ 180.17	BEN-LINQ SILVIA ROOM
			\$ 180.17	BEN-LINQ LAS VEGAS FREDDY
			\$ 180.17	BEN-LINQ LAS VEGAS B.GALLEGOS
			\$ 650.00	BEN-LEAGUE OF CITIES FRED
			\$ 650.00	BEN-LEAGUE OF CITIES BRADY
			\$ 650.00	BEN-LEAGUE OF CITIES SILVIA
			\$ 525.00	BEN LEAGUE OF CITIES B.GALLEGOS
			\$ 27.00	BEN-UBER LAS VEGAS
			\$ 24.69	BEN UBER LAS VEGAS
			\$ 24.63	BEN-UBER LAS VEGAS CONFERENCE
			\$ 292.00	BEN-ALLEGiant AIR LAS VEGAS
			\$ 42.00	BEN-FRESNO AIRPORT PARKING
			\$ 453.15	BEN-WALMART DOG FOOD
			\$ 2,056.69	PD-RUGGED DEPOT LLC
			\$ 16.67	PD-PEOPLEFACTS
			\$ 200.00	PD-VINITYSOFT.COM
			\$ 5.00	PIO-DYN.COM
		Check Total:	\$ 6,894.97	
44562	6/28/2023	CITY OF FIREBAUGH	\$ 119,111.72	PAYROLL CHECK ENDING 06/2
44563	6/30/2023	AT&T	\$ 68.50	FIRE DEPT INTERNET
44564	6/30/2023	ELIA BRACAMONTES	\$ 150.00	ENCLOSED AREA CLEANING DE
44565	6/30/2023	CHEMSEARCH	\$ 341.19	TESTING
44566	6/30/2023	DISH	\$ 89.36	SENIOR CENTER CABLE
44567	6/30/2023	ELECTRIC DRIVES, INC.	\$ 1,992.39	WATER OPER REPAIR EQUIP

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS JUNE 1, 2023- JUNE 30, 2023

<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
44568	6/30/2023	EMMETT VALLEY CONSTRUCT	\$ 40,915.28	JST & 10TH ST IMPROVEMENT
44569	6/30/2023	JOHNNY GARCIA	\$ 250.00	A/F HALL CLEANING DEPOSIT
44570	6/30/2023	ANA MARIA GONZALEZ	\$ 150.00	ENCLOSED AREA CLEANING DEP
44571	6/30/2023	GRAINGER, INC.	\$ 203.71	WHITE STEEL
44572	6/30/2023	HOLT AG SOLUTIONS	\$ 4,870.27	REPAIR ELECTRIC SYSTEM
44573	6/30/2023	HOLT OF CALIFORNIA	\$ 670.38	ENGINE & GENERATOR REPAIR
44574	6/30/2023	INTERGRATED DESIGNS BY	\$ 1,076.00	FIREBAUGH FIRE STATION
			\$ 2,785.00	FIREBAUGH POLICE STATION
		Check Total:	\$ 3,861.00	
44575	6/30/2023	KIMBALL-MIDWEST	\$ 799.76	PW-MACH SCREW/SCREW/CHUCK
44576	6/30/2023	BETSABE LANUZA	\$ 150.00	DUNLKE PARK ENCLOSED AREA
44577	6/30/2023	MID-VALLEY DISPOSAL	\$ 170.00	WATER TREATMENT PLANT
			\$ 466.44	1325 O STREET
		Check Total:	\$ 636.44	
44578	6/30/2023	PITNEY BOWES #8000-9090-	\$ 1,057.79	POSTAGE REFILL 5/19 & 6/7
44579	6/30/2023	PRECISION CONCRETE CUTTIN	\$ 970.69	SIDEWALK OFFSET REPAIR
44580	6/30/2023	U.S. BANK EQUIPMENT FINAN	\$ 1,086.38	RNT/LEASE EQUIP 5/20-6/2

STAFF REPORT

TO: Mayor and Council Members of the City of Firebaugh
FROM: Ben Gallegos, City Manager
DATE: July 17, 2023
SUBJECT: CDBG Contract Closeouts

RECOMMENDATION

Receive a report summarizing the accomplishments performed under State CDBG Agreements 18-CDBG-12911, 20-CDBG-12000, 20-CDBG-CV1-00030, 20-CDBG-CV2-3-00017; solicit citizen input regarding expenditures and accomplishments of the funding received under these contracts and direct staff to proceed with submitting required documents for closeout to the State.

BACKGROUND

The U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) program authorizes the use of funds to assist low- and moderate-income families or aid in the prevention or elimination of slums or blight. There are two types of CDBG programs: “entitlement” and “non-entitlement”. Metropolitan cities and urban counties are entitled to receive annual grants under the “entitlement” program direct from HUD. Metropolitan cities are principal cities or Metropolitan Areas (MAs) or other cities within MAs that have populations of at least 50,000. Urban Counties are within MAs that have population of 200,000 or more excluding the population of metropolitan cities within their boundaries.

The “non-entitlement” program is administered by the State Department of Housing and Community Development (HCD). The City has applied for funding under the State’s competitive application process for many years and has been very successful obtaining monies for various projects/program, including, but not limited to: street improvements, sewer line improvements, water line improvements, senior center rehab, park improvements, VFW rehabilitation, and more.

In order to officially close out a contract with HCD, the City is required to first conduct a public hearing to solicit input regarding expenditures and accomplishments of the funding received under the contract and then submit required documents to HCD. Four of the City’s contracts with HCD are ready for closeout and have been listed below.

18-CDBG-12911

In July 2020, the City received 2018 CDBG funding (18-CDBG-12911) in the amount of \$2,350,000. The funded activities and summary of their accomplishments are as follows:

- Waterline Improvements – CDBG funds were expended to replace approximately 4,200 linear feet of water lines, 24 water valves, 6 fire hydrants and 84 water service laterals in low/moderate income areas of the City to benefit approximately 2,330 people (according to census data). The waterlines were located along Zozaya Street, Allardt Drive, Mendoza Avenue, T Street, Logue Street and R Street. This work was completed by Emmett’s Excavation, Inc.

20-CDBG-12000

On September 2020, the City received 2020 Over The Counter (OTC) CDBG funding (20-CDBG-12000) in the amount of \$4,066,094 for the construction of the new Fire Station. The Fire Station will serve the entire community which qualifies as an “LMA” community. The work was completed by Ardent General.

On March 27, 2020, Congress passed the Coronavirus Aid, Relief, and Economic Security (CARES) Act in response to the impacts of the COVID-19 pandemic. The State Department of Housing and Community Development published a Notice of Funding Availability (NOFA) for Community Development Block Grant Coronavirus Aid, Relief, and Economic Security (CDBG-CV) funds. The City was eligible to receive \$79,859 based on a formula provided by HCD for round 1 of CV funds and \$290,601 for round 2 of CV funds. The following contracts are ready for closeout:

- 20-CDBG-CV1-00030 for \$18,500 to expand the food box distribution program that is operated by The Salvation Army. The Salvation Army provides approximately 300 food boxes on a monthly basis to families in need.
- 20-CDBG-CV2-3-00017 for \$55,000 to expand the food box distribution program that is operated by The Salvation Army. The Salvation Army provides approximately 300 food boxes on a monthly basis to families in need.

All programs and projects listed above have now been completed or reached their 36-month grant term with the State. Staff has submitted final funds requests for all eligible expenses and will be packaging the required closeout documents to initiate the closeout process.

City staff has one remaining CV contract that is still “open” and will be closing out that final contract in the Fall of 2023.

FISCAL IMPACT

All CDBG funds are 100% grant funded.

ALTERNATIVES

The Council has the following alternatives to consider:

1. Open the public hearing, receive public comment, review the accomplishments performed, provide direction for staff to send closeout reports; or
2. Provide alternative direction to staff.

PUBLIC NOTIFICATION

The agenda was posted in accordance with the Brown Act. The public hearing notice was published in the Firebaugh-Mendota Journal on Wednesday, June 28, 2023. The agenda was posted in accordance with the Brown Act.

STAFF REPORT

TO: Mayor and Council Members of the City of Firebaugh
FROM: Ben Gallegos, City Manager
DATE: July 17, 2023
SUBJECT: Consideration of Community Development Block Grant (CDBG) application and review of eligible activities/projects

RECOMMENDATION:

It is recommended the City Council: 1) review the program and available funding options and staff recommendations; 2) open the public hearing; 3) receive public comment regarding the Community Development Block Grant (CDBG) program and possible activities and projects to be considered for funding under the upcoming NOFA process; 4) close the public hearing; 5) discuss potential applications/recommendations; and 6) direct staff to prepare a CDBG application for Council consideration.

BACKGROUND:

The State Department of Housing and Community Development (HCD) will publish a NOFA for the 2023 Non-Entitlement CDBG funds in the coming weeks/month. Eligible applicants may submit applications for CDBG funds under the NOFA. Although the “official” NOFA has not yet been released, to meet the application deadlines and requirements, we are conducting the required outreach and public hearing to determine the best use of the funds. Based on information provided by HCD, we do anticipate a very small pool of funding being available, thus the funding will be extremely competitive this year with very few awards anticipated.

Staff anticipates submitting an application under the 2023 NOFA (maximum of 2 (two) activities but only one per category). Over the counter items (OTC) are those that are funded on a first come first served basis and are not ranked by competitive criteria. The eligible activities under the 2023 CDBG NOFA may include the following up to the maximum of \$3,250,000:

- Public Service (maximum grant of \$250,000), for one service. Examples include childcare, health care, recreation programs, fair housing counseling, drug and alcohol abuse counseling and testing, homeless services, food bank, senior services, and nutrition services benefiting low- and moderate-income persons.
- Planning and Technical Assistance (maximum grant of \$250,000 for one study/plan). The product must show a connection to assisting with an eligible CDBG activity that, if implemented, meets a National Objective. Completed planning documents are submitted to the State at the time of completion. The grants may require match; in the past a \$5,000 cash match to be expended prior to expenditure of CDBG funds – the NOFA will outline this final amount. Examples include studies, analysis, data gathering, preparation of plans, and identification of action that will implement plans, NEPA and environmental plans.
- Housing Programs (maximum grant of \$1,500,000 – OTC Activity):
 - Homeownership Assistance Program: assistance with down-payment or closing costs.

- Housing Rehabilitation Program for Single Family Homes: include repairs and improvements of owner-occupied units.
- Business Assistance or Microenterprise Assistance (maximum grant of \$1,500,000 for either Business Assistance or Microenterprise Assistance – OTC Activity). Examples of Business Assistance include financing of working capital, furniture, equipment, and property repairs/improvements. Examples of Microenterprise include business training, financing of working capital, furniture, equipment, and property repairs/improvements.
- Public Infrastructure (maximum grant of \$3,250,000 – OTC Activity). Provides funding for all construction, project implementation, design, federal compliance and overlay requirements, environmental and other soft costs related to the project. Projects may include water, sewer, storm drain, sidewalks, roadways, wells, water storage tanks and other public infrastructure systems.
- Public Facility (maximum grant of \$3,250,000 – OTC Activity). Provides funding for project equipment, construction of community/senior centers, homeless facilities, park and recreation facilities, fire stations, fire equipment, health facilities, and other public facilities that meet the national objective of the program.

DISCUSSION:

The purpose of this public hearing is to solicit ideas and input from the general public, discuss staff recommendations and provide direction to staff on potential programs to include in the CDBG applications (NOFA and Program Income).

The application may include the following:

Maximum Award: \$3,250,000
 Maximum Activities: 2 (two)
 Public Service: Up to \$250,000 – not more than 1 (one)
 Planning Grants: Up to \$250,000 – not more than 1 (one)
 OTC Activities: Up to \$3,250,000 – may apply for 2 (two)

Other grant requirements include:

- Activities should address serious health & safety needs.
- Activities should primarily benefit lower income households (defined as at or below 80% of the median income)
- Applicants must demonstrate capacity to complete the project within the grant term (36 months)
- OTC projects and programs must be ready to bid or implement the program within 90 days of contract execution.
- Single audit must be completed and submitted.
- Housing Element must be up to date with HCD.
- Sam.Gov registration must be active.

Staff have reviewed projects/programs that meet the requirements of the CDBG program. Based on staff's internal discussion and initial outreach, it is recommended the City Council consider submittal of an application for up to \$3.25 million for a Storm Drainage Improvement Project.

The scope of the project consists of alleviating flooding areas on Q Street and 15th Street. The proposed improvements to alleviate these problems consist of the rehabilitation of the 15th Street storm drain lift station, the installation of 1,500 linear feet of new storm drain lines both on 15th Street and Q Street, construction of 8 (eight) new manholes and 8 (eight) new drain inlets. The work also includes the reconstruction of 2,400 linear feet curb and gutter and the rehabilitation of the pavement on 15th Street between Hwy 33 and S Street. This project will alleviate flooding between the Primary/Middle Schools and Dunkle Park located in the vicinity of the project and will be of great benefit to the community.

COST ANALYSIS:

The City's grant consultant for CDBG, Adams Ashby Group, will be preparing the application at a cost of \$5,000. If the application is awarded, the funding by the grant will cover all costs associated with implementation of the grant.

Based on the City Engineer's estimate, staff anticipates submitting an application for approximately \$2.5 million.

ALTERNATIVES:

The following alternatives are presented for Council consideration:

1. Approve staff's recommendations and direct staff to proceed with preparation of the application; or
2. Direct staff to proceed with the application process with a different proposed item(s); or
3. Direct staff not to prepare a CDBG grant application; or
4. Provide other direction to staff.

PUBLIC NOTIFICATION

The agenda was posted in accordance with the Brown Act. The public hearing notice was published in the Fresno Bee on Wednesday, July 5, 2023. The agenda was posted in accordance with the Brown Act.

ATTACHMENTS

- Proposed location maps / exhibits.

15th Street SD Improvements

Remove and replace curb and gutters and paving of 15th Street from Hwy 33 to S Street at Dunkle Park. Storm drain improvements are also included.

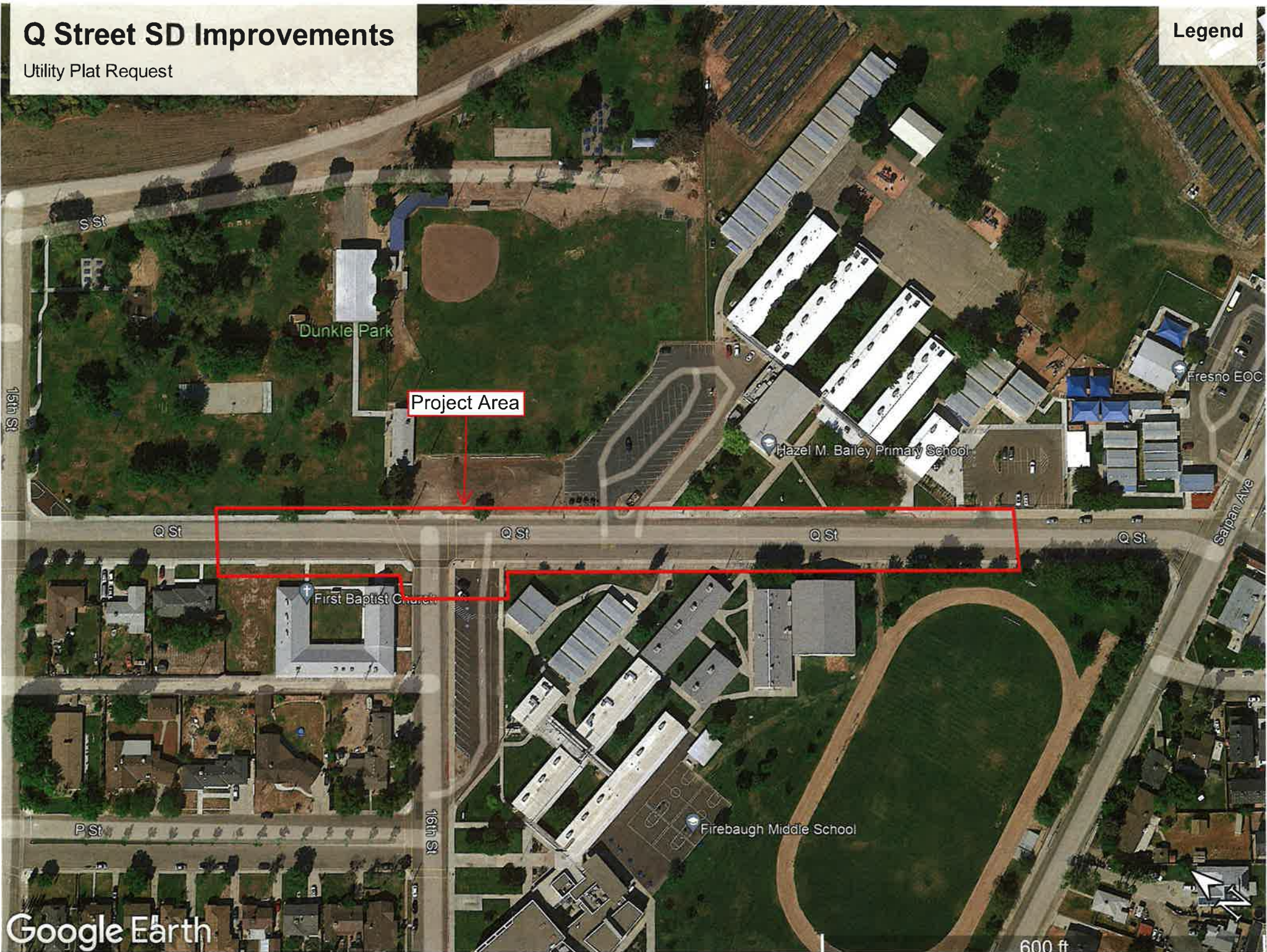
Legend



Q Street SD Improvements

Utility Plat Request

Legend



Google Earth



TO: Felipe Perez and Council Members
FROM: Mario Gouveia, City Engineer
DATE: July 17, 2023
SUBJECT: Resolution No. 23-25

RECOMMENDATION:

Council by motion adopt Resolution No. 23-25, Accepting completion of J Street and 10th Street Improvements, Federal-Aid Project No. CML-5224(027), Authorize the City Clerk to file a Notice of Completion with Fresno County, and Authorize the City Manager to make final payment of retention monies to Emmett Valley Construction, Inc.

BACKGROUND:

The City of Firebaugh "City" was awarded a Congestion Mitigation & Air Quality (CMAQ) Grant through Fresno Council of Governments to pave the unpaved portion of J Street and 10th Street.

The City of Firebaugh advertised the J Street and 10th Street Improvements, Federal-Aid Project No. CML-5224(027) on December 28, 2022, January 4, 2023, and January 11, 2023, and received a total of fourteen (14) bids that were opened on January 19, 2023. Emmett Valley Construction, Inc. submitted the lowest responsive and responsible bid and was awarded a contract for \$409,204.00.

The project's construction phase started on March 20, 2023, and the major work consisted of constructing a paved roadway surface, constructing minor concrete improvements, storm drain improvements, and waterline improvements on J Street and 10th Street in the City of Firebaugh.

The Contractor completed all work, and a final inspection has been performed and the work was found to be in compliance with the plans and specifications. Therefore, the work should be accepted as complete, and a Notice of Completion filed with Fresno County. If no claims are filed within 35 days after recordation, the retention in the amount of \$26,725.60 should be paid to Emmett Valley Construction, Inc.

ANALYSIS:

The final construction contract cost inclusive of all authorized work was \$534,511.92.
A summary of the contract costs are as follows:

Original Contract Award	\$	409,204.00
Change Order No. 1	\$	3,115.20
Change Order No. 2	\$	83,468.00
Change Order No. 3	\$	12,198.62
Change Order No. 4 (Balancing Change Order)	\$	26,526.10
Final Construction Cost	\$	534,511.92

FISCAL IMPACT:

Construction of this project is funded using a combination of Federal Congestion Mitigation Air Quality (CMAQ) funds and Toll Credits.

ATTACHMENTS:

1. Resolution No. 23-25
2. Notice of Completion

RESOLUTION NO. 23-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH ACCEPTING COMPLETION OF THE J STREET AND 10TH STREET IMPROVEMENTS, FEDERAL-AID PROJECT NO. CML-5224(027), AUTHORIZING THE CITY CLERK TO RECORD A NOTICE OF COMPLETION WITH FRESNO COUNTY, AND AUTHORIZING THE CITY MANAGER TO MAKE FINAL PAYMENT OF RETENTION MONIES TO EMMETT VALLEY CONSTRUCTION, INC.

WHEREAS, the City of Firebaugh advertised the Project on December 28, 2022; and

WHEREAS, the City of Firebaugh received and publicly opened bids on January 19, 2023; and

WHEREAS, the City Council awarded a contract to Emmett Valley Construction, Inc. in the amount of \$409,204.00, on February 6, 2023; and

WHEREAS, four (4) change orders were issued during the course of the Project, increasing the contract price by \$125,307.92, for a total contract amount of \$534,511.92; and

WHEREAS, the Public Works Department and City Engineer have completed a final inspection of the Project and recommend final acceptance; and

WHEREAS, upon approval of the final acceptance of the Project by the City Council, the City Clerk will record a Notice of Completion with Fresno County and the City Manager will release the retention monies due the Contractor 35 days after the recording date.

NOW, THEREFORE, by the City Council of the City of Firebaugh, County of Fresno, California, resolves as follows:

1. Adopts a Resolution to accept the J Street and 10th Street Improvements, Federal-Aid Project No. CML-5224(027) as complete.
2. Authorizes the City Clerk to record a Notice of Completion with Fresno County.
3. Authorizes the City to make final payment of retention monies to Emmett Valley Construction, Inc. 35 days after the recording date.

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Firebaugh held on the 17th day of July 2023, by the following vote, to wit:

YES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Felipe Perez, Mayor

Rita Lozano, Deputy City Clerk

ATTEST:

I, hereby certify that the forgoing resolution was regularly introduced, passed and adopted at a regular meeting of the City Council of the City of Firebaugh this 17th day of July 2023.

Rita Lozano, Deputy City Clerk of the City of Firebaugh

RECORDING REQUESTED BY:

City Clerk
City of Firebaugh

WHEN RECORDED RETURN TO:

City of Firebaugh
1133 "P" Street
Firebaugh, CA 93622

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN:

1. That the interest of estate stated in paragraph 3 below in the real property hereinafter described is owned by the following:

NAME	STREET AND NO.	CITY	STATE
City of Firebaugh	1133 "P" Street	Firebaugh	CA

(if more than one owner of the interest stated, the name and address of each must be inserted)

2. That the full name and address of the owner of said interest or estate, if there is only one owner, and the full names and addresses of all the co-owners who own said interest or estate as joint tenants, as tenants in common or otherwise, if there is more than one owner, are set forth in the preceding paragraph.

3. That the nature of the title of said owner, or if more than one, then of said owner and co-owner is: **In Fee.**

4. That on the 14th day of June, 2023 a work of improvement on the real property hereinafter described was completed.

5. That the name of the original contractor, if any for such work of improvement was:

Emmett Valley Construction, Inc.
(If no contractor for work of improvement as a whole, insert "No Contractor")

6. That the real property herein referred to is situated in the City of Firebaugh, County of Fresno, State of California, and is described as follows:

J Street and 10th Street

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

July 17, 2023
Date

By: _____
Signature of Owner

Ben Gallegos, City Manager
City of Firebaugh
Print Name

VERIFICATION

I understand, state:

I am the person who signed the foregoing notice. I have read the above notice and know its contents, and the facts stated therein are true of my own knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed at Firebaugh, California
This 17th day of July, 2023.

City of Firebaugh
Owner

By: _____
Ben Gallegos, City Manager
City of Firebaugh

RESOLUTION NO. 23-26

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH
CONCERNING MEASURE C EXTENSION LOCAL TRANSPORTATION PURPOSE
PASS-THROUGH AND PROGRAM FUNDS ANNUAL ALLOCATION FOR FY 2023-2024**

WHEREAS, The **City of Firebaugh** (“claimant”) is an eligible claimant of funds for local transportation purposes pursuant to California Public Utilities Code Section 142257; and

WHEREAS, The Fresno County Transportation Authority (the “Authority”) has adopted an Annual Resolution of Allocation for Fiscal Year **2023-2024**, setting the percentages of collected retail transactions and use tax as the portion available to the City of local transportation purposes.

NOW THEREFORE, IT IS RESOLVED, by the Council of the City of Firebaugh as follows:

1. The City hereby submits its Local Transportation Pass Through Revenues (Measure C Extension) Certification and Claims for fiscal year 2023-2024.
2. The City hereby requests release of funds to the City on a monthly basis as funds are received and in proportion to the adopted percentages for each program and sub-program, which are based on actual receipts.
3. The Council of the City hereby certifies:
 - (a) That Local Transportation Purpose Funds will not be used to substitute for property tax funds that the City has previously used for local transportation purposes; and
 - (b) That the City has and will segregate property tax revenues from the City’s other general funds revenues used to support local transportation purposes so that verification of non-substitution can be proved through audit; and
 - (c) That the City shall account for Local Transportation Purpose Funds received pursuant to Public Utilities Code Section 142257 separately from all other funds. The City shall maintain current records in accordance with generally accepted accounting principles; and shall separately record expenditures for each type of eligible purpose. The City shall make such records available to the Authority for inspection or audit at any time; and
 - (d) That the City shall complete the prior fiscal years reporting requirements and claims forms no later than September 15, 2022. Reports not filed with the Authority by September 15, 2022, will result in a stoppage of allocations until a completed report is filed for each program and sub-program.
4. The City understands that should financial or compliance audit reveal that the City violated any of the requirements set forth in paragraph 3(a), (b), or (C), of this resolution, the Fresno County Transportation Authority may seek to take immediate steps to resolve the violation in accordance with its adopted procedures.
5. The City hereby requests the Authority to allocate all funds that became available from the Local Transportation Purpose Funds to the City of Firebaugh for fiscal year 2023-2024, as identified in the attached claim forms and indicated below, in accordance with the adopted “Procedures for Administration of Funds for Local Transportation Purposes”.

Local Transportation Sub Program Allocation – Firebaugh Street Maintenance Category 1.10% of \$17,078,542 or \$187,505
Local Transportation Sub Program Allocation – Firebaugh Flexible Funding Category 1.28% of \$17,062,529 or \$219,186
Local Transportation Sub Program Allocation – Firebaugh ADA Compliance Category 1.10% of \$597,750 or \$6,563

The foregoing resolution was approved and adopted at a regular meeting of the City Council of the City of Firebaugh held on the 17th day of July 2023, by the following vote:

AYES: Council Members

NOES: Council Members

ABSTAIN: Council Members

ABSENT: Council Members

APPROVED:

ATTEST:

Felipe Perez, Mayor

Rita Lozano, Deputy City Clerk

**MEASURE C EXTENSION
LOCAL TRANSPORTATION PASS THROUGH REVENUES
CERTIFICATION AND CLAIM FOR FY2023-24**

TO: Fresno County Transportation Authority

FROM: City of Firebaugh

Address: 1133 P Street, Firebaugh, CA 93622 Contact: Pio Martin, Finance Director

Telephone: (559) 659-2043 FAX: (559) 659-3412 Email Address: financedirector@ci.firebaugh.ca.us

1. Applicable Funding Program: (Check One)

Regional Public Transit Program

- ☐ Fresno Area Express
- ☐ Clovis Transit
- ☐ FCRTA
- ☐ PTIS/Transit Consolidation
- ☐ ADA/Seniors/Paratransit
- ☐ Farmworker Van Pools
- ☐ Car/Van Pools
- ☐ New Technology Reserve

Local Transportation Program

- ☒ Street Maintenance
- ☐ ADA Compliance
- ☐ Flexible Funding
- ☐ Pedestrian/Trails Urban
- ☐ Pedestrian/Trails Rural
- ☐ Bicycle Facilities
- Regional Transportation Program*
- ☐ Fresno Airports

Alternative Transportation Program

- ☐ Rail Consolidation Subprogram
- Environmental Enhancement Program*
- ☐ School Bus Replacement
- ☐ Transit Oriented Infrastructure for Infill

Administrative/Planning Program

- ☐ Fresno COG

2. The City of Firebaugh ("claimant") is an eligible claimant of funds for local transportation purposes pursuant to
Local Agency Name
California Public Utilities Code Section 142257.

3. The Fresno County Transportation Authority has adopted a Resolution of Apportionment for Fiscal Year 2023-2024 setting 1.10% of \$17,078,542 (or \$187,505) for the Subprogram or Category of funds checked above and available to the claimant. On behalf of claimant, I hereby request release of the funds to claimant in accordance with:

- (a) Monthly payments consistent with adopted percentage, based on actual receipts
- (b) Compliance with Compliance with Steps A and B of the Strategic Implementation Plan (SIP) – Local Agency Pass Through Funding programs and Other Implementation Plan Provisions Funding programs and Other Revenue Program Funding

4. On behalf of claimant, I hereby certify as follows:

- (a) That the Subprogram or Category of funds checked above are not being used to substitute for property tax funds which claimant had previously used for local transportation purposes. Such substitution of property tax funds is prohibited by California Public Utilities Code Section 142257.
- (b) That claimant has segregated property tax revenues from claimant's other general fund revenues used to support the Subprogram or Category of funds checked above so that verification of non-substitution can be proved through audit or that the non-substitution of funds shall apply to claimant's entire general fund.
- (c) That claimant shall account for Subprogram or Category of funds checked above and received pursuant to Public Utilities Code Section 142257. Claimant shall maintain current records in accordance with generally accepted accounting principles and shall separately record expenditures for each type of eligible purpose. Claimant shall make such records available to the Authority for inspection or audit at any time.

5. Claimant understands that should financial or compliance audit exceptions be found, the Fresno County Transportation Authority will take immediate steps to resolve the exceptions in accordance with its adopted procedures.

Authorized Signature: _____

Title: City Manager

Date: _____

ATTACHMENT: Evidence of Formal Action for Approval and Submittal

Approved by: Fresno County Transportation Authority Board on: _____

**MEASURE C EXTENSION
LOCAL TRANSPORTATION PASS THROUGH REVENUES
CERTIFICATION AND CLAIM FOR FY2023-24**

TO: Fresno County Transportation Authority

FROM: City of Firebaugh
Local Agency Name

Address: 1133 P Street, Firebaugh, CA 93622 Contact: Pio Martin, Finance Director

Telephone: (559) 659-2043 FAX: (559) 659-3412 Email Address: financedirector@ci.firebaugh.ca.us

1. Applicable Funding Program: (Check One)

Regional Public Transit Program

- ☐ Fresno Area Express
- ☐ Clovis Transit
- ☐ FCRTA
- ☐ PTIS/Transit Consolidation
- ☐ ADA/Seniors/Paratransit
- ☐ Farmworker Van Pools
- ☐ Car/Van Pools
- ☐ New Technology Reserve

Local Transportation Program

- ☐ Street Maintenance
- ☐ ADA Compliance
- ☒ Flexible Funding
- ☐ Pedestrian/Trails Urban
- ☐ Pedestrian/Trails Rural
- ☐ Bicycle Facilities
- Regional Transportation Program*
- ☐ Fresno Airports

Alternative Transportation Program

- ☐ Rail Consolidation Subprogram
- Environmental Enhancement Program*
- ☐ School Bus Replacement
- ☐ Transit Oriented Infrastructure for In-Fill

Administrative/Planning Program

- ☐ Fresno COG

2. The City of Firebaugh ("claimant") is an eligible claimant of funds for local transportation purposes pursuant to *Local Agency Name* California Public Utilities Code Section 142257.

3. The Fresno County Transportation Authority has adopted a Resolution of Apportionment for Fiscal Year 2023-2024 setting 1.28% of \$17,062,529 (or \$219,186) for the Subprogram or Category of funds checked above and available to the claimant. On behalf of claimant, I hereby request release of the funds to claimant in accordance with:

- (a) Monthly payments consistent with adopted percentage, based on actual receipts
- (b) Compliance with Steps A and B of the Strategic Implementation Plan (SIP) – Local Agency Pass Through Funding programs and Other Revenue Program Funding

4. On behalf of claimant, I hereby certify as follows:

- (a) That the Subprogram or Category of funds checked above are not being used to substitute for property tax funds which claimant had previously used for local transportation purposes. Such substitution of property tax funds is prohibited by California Public Utilities Code Section 142257.
- (b) That claimant has segregated property tax revenues from claimant's other general fund revenues used to support the Subprogram or Category of funds checked above so that verification of non-substitution can be proved through audit or that the non-substitution of funds shall apply to claimant's entire general fund.
- (c) That claimant shall account for Subprogram or Category of funds checked above and received pursuant to Public Utilities Code Section 142257. Claimant shall maintain current records in accordance with generally accepted accounting principles and shall separately record expenditures for each type of eligible purpose. Claimant shall make such records available to the Authority for inspection or audit at any time.

5. Claimant understands that should financial or compliance audit exceptions be found, the Fresno County Transportation Authority will take immediate steps to resolve the exceptions in accordance with its adopted procedures.

Authorized Signature: _____

Title: City Manager

Date: _____

ATTACHMENT: Evidence of Formal Action for Approval and Submittal

Approved by: Fresno County Transportation Authority Board on: _____

**MEASURE C EXTENSION
LOCAL TRANSPORTATION PASS THROUGH REVENUES
CERTIFICATION AND CLAIM FOR FY2023-24**

TO: Fresno County Transportation Authority

FROM: City of Firebaugh
Local Agency Name

Address: 1133 P Street, Firebaugh, CA 93622 Contact: Pio Martin, Finance Director

Telephone: (559) 659-2043 FAX: (559) 659-3412 Email Address: financedirector@ci.firebaugh.ca.us

1. Applicable Funding Program: (Check One)

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- ☐ FCRTA
- ☐ PTIS/Transit Consolidation
- ☐ ADA/Seniors/Paratransit
- ☐ Farmworker Van Pools
- ☐ Car/Van Pools
- ☐ New Technology Reserve

Local Transportation Program

- ☐ Street Maintenance
- ☒ ADA Compliance
- ☐ Flexible Funding
- ☐ Pedestrian/Trails Urban
- ☐ Pedestrian/Trails Rural
- ☐ Bicycle Facilities
- Regional Transportation Program*
- ☐ Fresno Airports

Alternative Transportation Program

- ☐ Rail Consolidation Subprogram
- Environmental Enhancement Program*
- ☐ School Bus Replacement
- ☐ Transit Oriented Infrastructure for Infill

Administrative/Planning Program

- ☐ Fresno COG

2. The City of Firebaugh ("claimant") is an eligible claimant of funds for local transportation purposes pursuant to *Local Agency Name* California Public Utilities Code Section 142257.

3. The Fresno County Transportation Authority has adopted a Resolution of Apportionment for Fiscal Year 2023-2024 setting 1.10% of \$597,750 (or \$6,563) for the Subprogram or Category of funds checked above and available to the claimant. On behalf of claimant, I hereby request release of the funds to claimant in accordance with:

- (a) Monthly payments consistent with adopted percentage, based on actual receipts
- (b) Compliance with Steps A and B of the Strategic Implementation Plan (SIP) – Local Agency Pass Through Funding programs and Other Revenue Program Funding

4. On behalf of claimant, I hereby certify as follows:

- (a) That the Subprogram or Category of funds checked above are not being used to substitute for property tax funds which claimant had previously used for local transportation purposes. Such substitution of property tax funds is prohibited by California Public Utilities Code Section 142257.
- (b) That claimant has segregated property tax revenues from claimant's other general fund revenues used to support the Subprogram or Category of funds checked above so that verification of non-substitution can be proved through audit or that the non-substitution of funds shall apply to claimant's entire general fund.
- (c) That claimant shall account for Subprogram or Category of funds checked above and received pursuant to Public Utilities Code Section 142257. Claimant shall maintain current records in accordance with generally accepted accounting principles and shall separately record expenditures for each type of eligible purpose. Claimant shall make such records available to the Authority for inspection or audit at any time.

5. Claimant understands that should financial or compliance audit exceptions be found, the Fresno County Transportation Authority will take immediate steps to resolve the exceptions in accordance with its adopted procedures.

Authorized Signature: _____

Title: City Manager

Date: _____

ATTACHMENT: Evidence of Formal Action for Approval and Submittal

Approved by: Fresno County Transportation Authority Board on: _____

RESOLUTION NO. 23-27

**A RESOLUTION OF THE CITY OF FIREBAUGH APPROVING AND AUTHORIZING EXECUTION
OF AN AGREEMENT FOR PROFESSIONAL LEGAL SERVICES AS CITY ATTORNEY**

WHEREAS, the City of Firebaugh requires the services of a City Attorney; and

WHEREAS, Griswold, LaSalle, Cobb, Dowd & Gin LLP is trained and experienced to provide such services; and

WHEREAS, the parties wish to enter into an Agreement for Professional Services as City Attorney.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the governing body of the City of Firebaugh hereby approves the attached Agreement for Professional Services as City Attorney, which is incorporated herein by this reference and authorizes the City Manager, Benjamin Gallegos, to execute the same on behalf of the City.

The foregoing Resolution was approved and adopted at a regular meeting of the City Council of the City of Firebaugh held on the 17th day of July, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

ATTEST:

Felipe Perez, Mayor

Rita Lozano, Deputy City Clerk

CITY OF FIREBAUGH
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made effective as of the 17th day of July, 2023, by and between City of Firebaugh (hereinafter “City”) and Griswold, LaSalle, Cobb, Dowd & Gin, LLP (hereinafter “Contractor”) for legal services to be provided as the Firebaugh City Attorney.

RECITALS

WHEREAS, City requires legal services on an ongoing basis by its designated City Attorney;

WHEREAS, Contractor is qualified pursuant to the Government Code Section 41801 et seq. to perform such ongoing legal services;

NOW, THEREFORE, CITY AND CONTRACTOR MUTUALLY AGREE PURSUANT TO THE TERMS, COVENANTS AND CONDITIONS INDICATED HEREIN AS FOLLOWS:

1. Recitals.

The recitals hereinabove set forth are by virtue of this reference incorporated herein as though the same were set forth fully at this point.

2. Scope of Services

The Contractor shall provide customary legal services as requested by the City and will keep City informed of significant developments in those matters as well as do anything else in the normal and customary course and scope of a legal relationship.

Contractor will not represent City on matters to be handled by a Risk Management Authority or other insurance carrier unless specifically requested.

A. The primary Attorney providing Services for the City shall be Christina Di Filippo. Assisting Ms. Di Filippo on City matters are Attorneys Mario Zamora, and Megan N. Dodd.

B. City acknowledges and it is aware that Services are provided by Contractor on a team basis and that all members and staff of Contractor may and will be providing such Services.

3. Compensation

Fees for General Services will be billed at a flat fee of six thousand five hundred dollars (\$6,500.00) (“flat fee”) per month (or pro rata for a partial month) and Special Services will be billed at Contractor’s then-current hourly rates. Rates for the Special Services as of the effective date range from two hundred and five dollars to three hundred thirty dollars per hour (\$205 - \$330/hour) depending on the attorney, one hundred fifty dollars per hour (\$150/hour) for

paraprofessionals and seventy-five dollars per hour (\$75/hour) for clerical staff. Costs shall be passed on to the City at no markup.

All of the services to be provided by Contractor to City under this Agreement shall be labeled for billing purposes as "General Services" and "Special Services." Both the General Services and the Special Services shall sometimes be collectively referred to herein as "Services." General Services shall include legal issues surrounding those activities listed in Exhibit "A" attached hereto and made a part hereof. As part of the General Services, Contractor will attend all meetings as required or needed.

The Special Services shall include all litigation matters, plus fees and costs, and those activities listed in Exhibit "B" attached hereto and made a part hereof.

Each invoice, whether for General Services or Special Services, shall include a description of services rendered, to whom so rendered, date of service and the charges according to the agreed upon method. Accounts will be payable by check and will be due by the 20th of every month.

Any and all attorney's fees recovered by Contractor as a result of litigation shall be collected by Contractor on City's behalf and shall serve as a credit towards compensation due thereafter to Contractor by City.

Each invoice shall include a description of services rendered, to whom so rendered, date of service and the charges according to the agreed upon method. Accounts will be payable by check and will be due by the 25th of every month. The flat fee shall increase by three percent (3%) at the beginning of each fiscal year starting in 2024 to account for inflation.

4. Modification and Termination Without Cause

This Agreement may be modified only by a written amendment signed by the parties. This Agreement is an at-will contract that may be terminated by City or Contractor at any time, without cause subject to the obligations of Contractor as an attorney under the California Rules of Professional Conduct.

Following termination, Contractor shall turn over to the City all completed deliverables and then shall be reimbursed for all expenditures made in good faith that are due and unpaid at the time of termination.

5. Warranty

City relies upon Contractor's professional ability and training as a material inducement to enter into this Agreement. Contractor warrants that it will perform its work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. City's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

Contractor further warrants that it possesses current valid appropriate licensure, including, but not limited to, driver's license, professional license, or permits, required to perform the work under this Agreement.

6. Independent Contractor

Contractor is an independent contractor and not an agent, officer or employee of City. The parties mutually understand that this Agreement is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

Contractor shall have no claim against City for employee rights or benefits including, but not limited to seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

As an independent contractor, Contractor is not subject to the direction and control of City except as to the final result contracted for under this Agreement. City may not require Contractor to change its manner of doing business, but may require redirection of efforts to fulfill this Agreement.

Contractor may provide services to others during the same period Contractor provides service to City under this Agreement.

Any persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

As an independent contractor, Contractor shall indemnify and hold City harmless from any claims that may be made against City based on any contention by a third party that an employer-employee relationship exists under this Agreement.

Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as the same may be related to or arise from compensation paid hereunder.

7. Responsibilities of Contractor

Contractor possesses the requisite skills necessary to perform the work under this Agreement and City relies upon such skills. Contractor pledges to perform its work skillfully and professionally. City's acceptance of Contractor's work does not constitute a release of Contractor from its professional responsibility

Contractor verifies that it has reviewed the scope of work to be performed under this Agreement and agrees that in its professional judgment, the work can and shall be completed for costs in accordance with the provisions of this Agreement.

To fully comply with the terms and conditions of this Agreement, Contractor shall:

1. Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies. Contractor shall document all costs by maintaining complete and accurate records of all financial transactions associated with this Agreement, including, but not limited to, invoices and other official documentation which sufficiently support all charges under this Agreement.

2. Submit monthly cost reimbursement claims. Upon Request, documented verification of actual expenditures shall be provided to City. Reimbursement shall only be for expenditures that directly benefit the City.

3. Retain financial, programmatic, client data and other service records for three years from the date of the end of the contract award or for three years from the date of termination.

8. Indemnification

Contractor agrees to indemnify, defend and hold harmless the City and its officials, officers, employees, agents and volunteers from and against all claims and any and all attorneys' fees and other expenses which City or its officials, officers, employees, agents or volunteers may sustain or incur as a consequence of or in any way related to Contractor's negligence or its failure to perform or comply with any of its obligations or responsibilities contained in this Agreement. This indemnification shall survive the termination of this Agreement.

9. Insurance

Contractor shall comply with the insurance requirements of Section VII of the City's Request for Proposals, including, but not limited to maintain limits no less than:

- **\$2,000,000 General Liability** (including operations, products and completed operations) per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.

- **\$2,000,000 Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Service Provider arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees, and agents shall be additional insureds under such policies. □ Worker's Compensation as required by the State of California and \$1,000,000 Employer's Liability per accident for bodily injury or disease. Service Provider shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.
- **\$1,000,000 Professional Liability** (Errors & Omissions) per claim and in the aggregate. Service Provider shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Service Provider agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in Service Provider's bid.

10. Drug Free Workplace

Contractor warrants that it is knowledgeable of Government Code section 8350 et seq. regarding a drug free workplace and shall abide by and implement its statutory requirements.

11. Nondiscrimination

In rendering services under this Agreement, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion or sexual orientation.

Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

12. Subcontractor and Assignment.

Services under this Agreement are deemed to be personal services. Contractor shall not subcontract any work under this Agreement nor assign this Agreement or monies due without the prior written consent of the City Manager, the departmental contract manager, department head or his or her designee subject to any required state or federal approval.

Assignment by Contractor of any monies due shall not constitute an assignment of the Agreement.

13. Notice

Any notice necessary to the performance of this Agreement shall be given in writing by personal delivery or by prepaid first-class mail addressed as follows:

City:

City Clerk's Office
City of Firebaugh
1133 P St
Firebaugh, CA 93622

Contractor:

Managing Partner
Griswold, LaSalle, Cobb, Dowd & Gin LLP
111 E. 7th Street
Hanford, CA 93230

If notice is given by personal delivery or electronic transmission, notice is effective as of the date of delivery. If notice is given by mail, notice is effective as of three days following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

14. Choice of Law

The parties have executed and delivered this agreement in the County of Fresno, State of California. The laws of the State of California shall govern the validity, enforceability, or interpretation of this Agreement. Fresno County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Agreement. Contractor hereby waives any rights it may possess under Section 394 of the Code of Civil Procedure to transfer to a neutral county or other venue any action arising out of this Agreement.

///

15. Severability

If any of the provisions of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

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

CITY OF FIREBAUGH

GRISWOLD, LASALLE, COBB, DOWD &
GIN, LLP

By: _____
Felipe Perez, Mayor

By: _____
Mario U. Zamora,
Managing Partner

ATTEST:

By: _____
Rita Lozano, Deputy Clerk

Exhibit “A”

General Services

All day-to-day interaction, memorandums, legal research, meetings, contract review, and travel for all city departments including:

1. Finance Department
2. HR labor relations
3. Police Department; including subpoena and Pitchess Motion issues
4. Public Works
5. City Council
6. Economic Development
7. City clerk
8. Engineering
9. Fire Department
10. Parks & Recreation

Exhibit “B”

Special Services

1. All litigation matters.
2. Environmental or real estate transactions (above and beyond normal review of items stated in Exhibit “A”).
3. All election and Redistricting related legal services.
4. Cannabis related issues (non-routine review/revisions).
5. Cybersecurity/ IT related issues (non-routine review/revisions).
6. Substantial Municipal Code revisions (non-routine review/revisions)
7. Any other irregular legal services as shall be designated by the City Manager.

All of the above are billed at our normal and customary hourly rates plus costs.

CITY COUNCIL STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Ben Gallegos, City Manager
DATE: July 17, 2023
SUBJECT: New Fire Station Notice of Completion

RECOMMENDATION

Direct staff to move forward with filing a Notice of Completion for the construction of the new Fire Station.

BACKGROUND

On December 11th, bids were opened for the construction of a new Fire Station. A total of four bids were received. The base bids were as follows:

- Ardent General Inc.	\$3,324,317
- Katch Environmental Inc.	\$3,799,308
- Marko Construction	\$3,963,360
- Klassen Corporation	\$4,630,000

Ardent General was the lowest apparent bidder and a contract was awarded on January 19, 2021. In addition to the base bid, 4 "add alternatives" were included in the bid proposal, as well as additional change orders that arose during construction. Although a number of delays occurred during the project, we are pleased to announce that the project has now been completed.

DISCUSSION

The City was awarded Community Development Block Grant (CDBG) funds for the completion of this project under grant agreement 20-CDBG-120000. A total of \$3.5 million was awarded to the City, while an additional \$566,094 was recently requested and approved by the State. The grant funds were used to pay for construction, design/engineering, construction management and grant administration.

Upon Council direction, staff will execute the attached Notice of Completion and file with the County Clerk Records Office, which will begin the 35 day lien period. Upon the lien period ending, the final retention payment will be made to Arden General, Inc. for completion of the project.

FISCAL IMPACT

CDBG funds are 100% grant funds, and all funds were expended and drawn down from the State for this project which totaled \$4,066,094. Approximately \$85,000 of local monies was used to cover additional items or cost overruns.

RECOMMENDATIONS

Accept the Fire Station project and direct staff to file a Notice of Completion with the County.

ATTACHMENT:

- Notice of Completion
-

RESOLUTION NO. 23-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH ACCEPTING THE CDBG NEW FIRE STATION PROJECT, PROJECT NO. 20-CDBG-12000 AS COMPLETE, AUTHORIZING THE CITY CLERK TO RECORD A NOTICE OF COMPLETION WITH FRESNO COUNTY, AND AUTHORIZING THE CITY MANAGER TO MAKE FINAL PAYMENT OF RETENTION MONIES TO ARDENT GENERAL INC.

WHEREAS, the City received and publicly opened bids on December 12, 2020; and

WHEREAS, the City Council awarded a contract to Ardent General Inc. in the amount of \$3,324,317.00, on January 19, 2021; and

WHEREAS, the Public Works Department and City Engineer have completed a final inspection of the Project and recommend final acceptance; and

WHEREAS, upon approval of the final acceptance of the Project by the City Council, the City Clerk will record a Notice of Completion with Fresno County, and the City Manager will release the retention monies due the Contractor 35 days after the recording date.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Firebaugh hereby:

1. Adopts a Resolution to accept the CDBG construction of the new Fire Station Project, Project No. 20-CDBG-12000 as complete.
2. Authorizes the City Clerk to record a Notice of Completion with Fresno County.
3. Authorizes the City to make final payment of retention monies to Ardent General Inc. 35 days after the recording date.

Passed and adopted this 17th day of July 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVE:

ATTEST:

Felipe Perez, Mayor

Rita Lozano, Deputy City Clerk

ATTEST:

I, hereby certify that the forgoing resolution was regularly introduced, passed, and adopted at a regular meeting of the City Council of the City of Firebaugh this 17th day of July 2023.

Rita Lozano, Deputy City Clerk of the City of Firebaugh

RECORDING REQUESTED BY:

City Clerk
City of Firebaugh

WHEN RECORDED RETURN TO:

City of Firebaugh
1133 "P" Street
Firebaugh, CA 93622

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN:

1. That the interest of estate stated in paragraph 3 below in the real property hereinafter described is owned by the following:

NAME	STREET AND NO.	CITY	STATE
City of Firebaugh	1133 "P" Street	Firebaugh	CA

(if more than one owner of the interest stated, the name and address of each must be inserted)

2. That the full name and address of the owner of said interest or estate, if there is only one owner, and the full names and addresses of all the co-owners who own said interest or estate as joint tenants, as tenants in common or otherwise, if there is more than one owner, are set forth in the preceding paragraph.

3. That the nature of the title of said owner, or if more than one, then of said owner and co-owner is: **In Fee.**

4. That on the 7th day of June, 2023 a work of improvement on the real property hereinafter described was completed.

5. That the name of the original contractor if any for such work of improvement was:

Ardent General, Inc.
(If no contractor for work of improvement as a whole, insert "No Contractor")

6. That the real property herein referred to is situated in the City of Firebaugh, County of Fresno, State of California, and is described as follows:

Construction of a new Fire Station at 1325 "O" Street, Firebaugh, CA 93622

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

July 17, 2023
Date

By: _____
Signature of Owner

Ben Gallegos, City Manager
City of Firebaugh
Print Name

VERIFICATION

I understand, state:

I am the person who signed the foregoing notice. I have read the above notice and know its contents, and the facts stated therein are true of my own knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed at Firebaugh, California
This 17th day of July, 2023.

City of Firebaugh
Owner

By: _____
Ben Gallegos, City Manager
City of Firebaugh

RESOLUTION NO. 23-29

**A RESOLUTION OF THE FIREBAUGH CITY COUNCIL APPROVING AN AGREEMENT
BETWEEN THE CITY OF FIREBAUGH AND ITS NON-REPRESENTATIVE EMPLOYEES**

WHEREAS, the City of Firebaugh, through its city manager, has reviewed the proposed changes to the wages and benefits of non-representative employees of the City, all of whom have agreed to the same; and

WHEREAS, the City Council now desires to formally approve certain terms and conditions set forth and reflected in an agreement with its unrepresented employees, which is designated as “Exhibit A”, is attached to this Resolution and incorporated herein by this reference; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Firebaugh that the terms of “Exhibit A” are hereby approved for those non-representative employees of the City.

Passed and adopted at a Regular Meeting of the City Council of the City of Firebaugh held on July 17, 2023 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

ATTEST:

Felipe Perez, Mayor

Rita Lozano, Deputy City Clerk

EXHIBIT A



7/1/2023

Memorandum of Understanding

between the CITY OF FIREBAUGH and the
FIREBAUGH NON-REPRESENTATIVE EMPLOYEES

TERMS AND CONDITIONS

EFFECTIVE JULY 1, 2023 – JUNE 30, 2025

Table of Contents

1. <u>RECOGNITION</u>	1
2. <u>PURPOSE</u>	1
3. <u>FULL FORCE AND EFFECT</u>	1
4. <u>ACCESS TO PERSONNEL FILES</u>	1
5. <u>NOTICE OF LAYOFF</u>	1
6. <u>SAFETY RULES / REGULATIONS / LOSS</u>	2
7. <u>COMPENSATION</u>	2
8. <u>SALARIES</u>	3
9. <u>LONGEVITY PAY</u>	3
10. <u>INCENTIVE PAY AND RECOGNITION OF CERTIFICATES</u>	3
11. <u>PERFORMANCE EVALUATION</u>	4
12. <u>HEALTH INSURANCE</u>	4
13. <u>DENTAL / VISION COVERAGE</u>	4
14. <u>CURRENT RETIREES (Retirement Prior To June 30, 2014)</u>	5
15. <u>SICK LEAVE CONVERSION FOR MEDICAL PREMIUM</u>	5
16. <u>CURRENT RETIREES (RETIREMENT PRIOR TO JUNE 30, 2014)</u>	5
17. <u>TRAINING</u>	5
18. <u>MILEAGE REIMBURSEMENT</u>	5
19. <u>WORKDAY AND OVERTIME</u>	5
20. <u>VACATION</u>	6
21. <u>VACATION TIME CASH OUT UP TO FORTY (40) HOURS PER FISCAL YEAR</u>	6
22. <u>ADMINISTRATION LEAVE HOURS / CASH OUT ADMINISTRATION LEAVE</u>	6
23. <u>HOLIDAYS</u>	7

24. <u>SICK LEAVE</u>	7
25. <u>RETIREMENT</u>	8
26. <u>GRIEVANCE PROCEDURE</u>	8
27. <u>DISCIPLINE PROCEDURE</u>	8
28. <u>EMPLOYEE DEVELOPMENT</u>	8
29. <u>BEREAVEMENT LEAVE</u>	8
30. <u>JURY DUTY</u>	8
31. <u>VOTING</u>	8
32. <u>LEAVES OF ABSENCE</u>	8
33. <u>WORKER’S COMPENSATION</u>	9
34. <u>CITY’S PERSONNEL RULES</u>	9
35. <u>CONCLUSIVENESS</u>	9
36. <u>CITY MANAGEMENT RIGHTS</u>	9
37. <u>SAVINGS CLAUSE</u>	10
38. <u>SUPERSEDES PREVIOUS DOCUMENTS</u>	10
39. <u>STATEMENT OF CONTINUING BENEFITS AND WORKING CONDITIONS</u>	10
40. <u>TERM OF MOU</u>	10
<u>EXHIBIT “1” SALARY SCHEDULES</u>	11

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EXHIBIT A

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF FIREBAUGH AND FIREBAUGH Non-Representative EMPLOYEES

July 1, 2023 through June 30, 2025

1. RECOGNITION

- A. The City acknowledges the Non-Representative, for the purposes of establishing wages, hours, and working conditions of employment, for all regular employees of the Firebaugh Non-Representative including the classifications below:

<u>Non-Representative</u>	
Account Technician I	Account Technician II / Building Clerk
Account Technician III	Police Lieutenant
Executive Assistant / Deputy City Clerk	Police Chief
Public Works Director	Fire Chief
Finance Director	Battalion Chief
	Building / Event Coordinator

2. PURPOSE

The purpose of this MOU is to promote harmonious relations between the City and the Non-Representative employees; to establish an equitable and peaceful procedure for the resolution of differences; and to establish wages, hours of work, and other terms and conditions of employment.

3. FULL FORCE AND EFFECT

- A. It is agreed that this MOU is not in force or effect until ratified and approved by Resolution hereby adopted by the City Council of the City of Firebaugh.
- B. All wages, hours, terms, and conditions of employment that are negotiable subjects of bargaining under the Meyers-Milias-Brown Act, including those set forth in the MOU, shall remain in full force and effect during the term of this MOU unless changed by mutual agreement.
- C. The city will abide by the Meyers-Milias-Brown Act where and when it applies to members of the Non-Representative.

4. ACCESS TO PERSONNEL FILES

An employee shall have access to his/her personnel file upon a request made to the personnel officer. An employee's authorized Non-Representative employee shall have access to the employee's personnel file upon written authorization from said employee. Nothing shall be placed in an employee's personnel file without his/her knowledge. An authorized City employee shall observe but not interfere with the review. The reviewing employee and/or the employee's representative may take notes and the employee shall be allowed to have a copy made of the file in accordance with California Codes.

5. NOTICE OF LAYOFF

Before an employee is laid off, the employee shall be notified in writing of such action at least thirty (30) days prior to the effective date of layoff.

6. **SAFETY RULES / REGULATIONS / LOSS**

A. Uniforms:

- 1) The City shall pay to Police Lieutenant and Police Chief a uniform maintenance allowance of Eighty-three dollars and thirty three cents (\$83.333) per month.
- 2) The City shall provide uniforms, including maintenance of uniforms, to Public Works Director, a total of six (6) uniforms per week. Five (5) clean uniforms each week and one (1) for exchange. Employees shall be required to wear said uniform during work hours.
- 3) Employee is allowed to purchase jacket or sweater (must have City logo or City name) every 2 years, not to exceed \$100. Police Chief is not applicable.

7. **COMPENSATION**

- A. **Pay Period:** The Standard Pay Period is two weeks (14 calendar days). The standard work period is 40 forty hours worked in a calendar week but subject to call out at any time. The usual work day is 8 hours.
- B. **Breaks:** Employees shall be entitled to two (2) fifteen (15) minute breaks, one (1) in the morning, and one (1) in the afternoon, during each work day.
- C. **Lunch Break:** Permanent business hours are 8:00 am to 5:00 pm (Monday to Thursday), with a one hour lunch break. Friday business hours are 8:00am to 4:30 pm with a 30 minute lunch break.
- D. **Overtime:** Any employee who works in excess of eight hours per day or forty (40) hours per week shall be paid one and one-half (1 ½) times their regular hourly rate for all hours worked in excess eight hours per day or forty (40) hours in one week. All hours over 12 hours per day shall be compensated at double time. All paid leave (vacation and holiday) is considered time worked. The workweek will be established by direction of the Department Head and may be changed from time to time. Individual workweek designations may be established for each job position at the discretion of the Department Head.
- E. **Authorization:** All overtime worked shall be authorized and ordered in advance by the Department Head or his/her designee. However, if prior authorization for overtime work is not possible because of emergency conditions, a confirming authorization shall be made by the Department Head or his/her designee on the next regular business day after such work is performed.
- F. **Sick Leave Related to Overtime:** Employee shall not be eligible for overtime pay if employee's workweek (either via actual hours worked and/or vacation time does not exceed 40 hours per the week in question). Therefore, if employee is ill or off on sick leave this time is not calculated as work hours; unless such hours exceed (8) actual hours worked in the day.
- G. **Reporting:** Each employee shall make a written report of all overtime worked and each department shall keep an accurate record of overtime worked by employees in the department. No changes shall be made in the overtime as reported by the employee unless the proposed changes and the reasons therefore are first discussed with the employee and the Department Head. If the employee is not available to discuss changes prior to processing payroll, changes may be made by the department head to expedite the payroll process. Any changes made will be discussed with the employee at the earliest availability of that employee. If the employee disputes changes and the employee can provide justification and or documentation; a corrected payroll check will be issued with all payroll records adjusted accordingly.

8. **SALARIES**

- A. Non-Representative will receive the following increase on July 1st of every fiscal year from July 1, 2023, through June 30, 2025. (See Exhibit "1", which is incorporated herein by this reference).
- B. The following increases go into effect on July 1st of every fiscal, beginning July 1, 2023, through June 30, 2025:
 - 1) July 1, 2023 – Onetime Bonus of %5 current salary (22/23 pay schedule) for the following individuals only Nancy Vaca, Isabel Saldivar, Olga Flores and Rachel Lopez
 - 2) July 1, 2023 – 8% Increase Only for the following individuals, Finance Director, Public Works Director, Deputy Clerk, Police Chief, Fire Chief, Battalion Chief
 - 3) July 1, 2024 – 4% Increase for all employees under this MOU.
 - 4) Account Technician 1-Drop first 5 steps and add them to the end of current pay scale (22/23 pay scale) See attached new pay scale. Step 6 of pay scale 22/23 will now be step 1 of new pay scale.
 - 5) Account Technician II, Account Technician III and Building Clerk/ Event Coordinator- Drop first 4 steps and add them to the end of current pay scale (22/23). See attached new pay scale. Step 5 of pay scale 22/23 will now be step 1 of new pay scale.
 - 6) Finance Director – Drop first 2 step and add to end of current pay scale 22/23. See attached new pay scale. Step three will now be step 1 of new pay scale.
- C. Step Increases:

Step Increase, will apply only when Employee is eligible to move to Next Salary Step per employee merit anniversary date.

9. **LONGEVITY PAY**

- A. Longevity Pay Program is provided for Non-Representative employees as outlined below.
- B. Employees hired after July 1, 2014 are not eligible to earn Longevity Pay.
- C. At the 10 year employment anniversary date, and at each five (5) year increment of employment, employee will be given a raise of 2.5% of that employee's existing base salary.

10. **INCENTIVE PAY AND RECOGNITION OF CERTIFICATES**

Employees will be eligible for certifications pay if applicable to job description.

- A. Confidential Premium – will receive \$83.33 stipend per month.
- B. Back Flow Connection Certification will receive a \$115.00 per month additional compensation.
- C. Lead and/or Supervisor positions will receive \$35.00 per month for a Pesticide Certificate.
- D. Water Distribution/Sewer Collection System Grade I Certification, must have both to receive \$115.00 stipend per month.
- E. Water Distribution/Sewer Collection System Grade II Certification, must have both to receive additional \$25, plus Grade I \$115 stipend (Total of \$140.00) Stipend per month.

- F. The person doing the HR position will receive additional ten thousand dollars (\$10,000) annually. The ten thousand will be divided into 26 payment. The ten thousand will not increase with any salary or cola increases.
- G. Employees will be eligible for certification pay if applicable to job description.
- H. The city will comply with State law in determining the number of employees/positions that will be required to obtain and be compensated for certification and accompanying pay. The City shall pay for all school and costs to obtain certification and licenses and for any costs of and for recertification or licenses that are required by the City or State Laws and are a benefit for the City's Operations. However, it is understood that there is no City obligation for such costs for an employee interested in becoming certified at a time, which does not require additional certified employees. Within State requirements, the City Manager will determine to whom and when such certification will apply. Class A and Class B physical must go to City medical provider.

11. **PERFORMANCE EVALUATION**

- A. During the probationary period an employee will undergo constant oral evaluation. A probationary employee will be evaluated in writing at the end of the first 60 days, again at 120 days and prior to the end of the probationary period. Employees will serve a probationary period of twelve (12) months and shall receive their step increase in the first pay period after successful completion of the probationary period. If the Department Head with agreement of the City Manager believes a second step would be in order, he may recommend and move to do so.
- B. After probationary period, performance evaluations will be conducted at least once every twelve (12) months. After a satisfactory performance evaluation and upon the recommendation by the Department Head and approved by the City Manager, employee may receive a step raise.
- C. The City and Non-Representative agree that before an employee receives a step increase, he/she shall receive a satisfactory or above performance evaluation and recommendation for salary increase must be made on the employee by the Department Head and approved by the City Manager.
- D. Should an employee be promoted and/or temporarily appointed into another classification, his/her salary shall increase by a minimum of five (5%) percent.

12. **HEALTH INSURANCE**

City shall provide full-time employees with a monthly medical benefit as identified below:

- A. The cost of the Monthly CalPERS Medical Premium: Of the four least expensive medical plans Employee will pay 20% of the Monthly Premium, and the City will pay 80% of Employee Monthly Premium per CalPERS Basic Premium Rates (Other Southern California – Region 2)* as determined by City.
- B. Dependent Coverage City will pay 80% of Employee Monthly Premium and the Employee with pay 20% of the Employee Monthly Premium, approved CalPERS medical plan.
- C. Employees may decline health insurance offered by the City. If an employee waives coverage for himself or herself, he or she will have to show proof of coverage under another plan such as parent's plan, a spouse's plan or Affordable Care Act. Employees who decline insurance is eligible for a \$350.00 monthly stipend with proof of health insurance. Employee must show proof of Insurance every year.

13. **DENTAL / VISION COVERAGE**

- A. No contribution by employee. For "Dependent Coverage" employee will pay 10% of monthly premium throughout the term of this MOU.
- B. Dental and vision change in coverage providers, the City must demonstrate to the bargaining unit that the following conditions have been met prior to making in changes in the plans:
 - 1) New carrier / provider's network of providers matches or exceeds current plan(s).
 - 2) New carrier / provider's benefits matches or exceeds current plan(s).
 - 3) If these conditions are not met, the City and Non-Representative shall meet and confer to insure Carriers offering plans are equal to or better than what is offered currently.

14. **RETIREMENT MEDICAL BENEFITS PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT (PEMHCA)**

The City will use the "unequal contribution" method for medical care premium payments for annuitants (retirees after June 30, 2014), as permitted under Govt. Code section 22892. Under this method the City is required annually to increase the total monthly annuitant health care contribution to equal an amount not less than the number of years the City has been in the PEMHCA program multiplied by five percent (5%) of the current monthly employer contribution for active employees until the time the City's Contribution for annuitant equals the City's PEMHCA contribution paid for active (Retirees before June 30, 2014) employees (\$350/month) is reached.

15. **SICK LEAVE CONVERSION FOR MEDICAL PREMIUM**

Sick Leave Conversion to Medical Premium: to qualify employee must meet all of the following:

- A. Hired Before June 30, 2014;
- B. The employee has been covered by City selected medical insurance program for payment provided by the City for a continuous 5-year period immediately preceding such retirement; and the employee has been eligible to accumulate unused sick leave credit hours;
- C. Have accumulated 1,000 hours of sick leave; and
- D. Only if employee reaches this standard Employee may use 500 hour of time at current value and apply towards premium. Otherwise, employee may use 100% of all accumulated sick leave to apply to CalPERS "Time in Service Credit" for retirement formula calculations.

16. **CURRENT RETIREES (Retirement Prior to June 30, 2014)**

City will continue at the current City level of PEMHCA contribution (\$347.77/month) towards their Medical Coverage. Applies to all whom have retired before June 30, 2014.

17. **TRAINING**

The City agrees to send Non-Representatives employees at least one training, class or school per year, with a stipend current with IRS guidelines, to obtain required and/or mandated certificates and licenses to meet statute mandated certificates including state and federal requirements. Training must be approved by Supervisor, and not to exceed \$1000. These classes will be on City time; however no overtime will be applicable on days of exams. Fair Labor Standard Act (FLSA) shall apply after normal work schedule hours.

Food stipend, current with the IRS Guidelines, for any class or training whether one day or overnight shall be granted as long as one day training is not serving lunch.

18. **MILEAGE REIMBURSEMENT**

IRS Standard Mileage Rates (<https://www.irs.gov/tax-professionals/standard-mileage-rates/>)

19. **WORKDAY AND OVERTIME**

- A. **Workday**: The regularly scheduled workday should be eight (8) consecutive hours exclusive of mealtime, Monday through Thursday (8:00 am to 5:00 pm) & Friday (8:00 am to 4:30 pm).
- B. **Workweek**: The regularly scheduled workweek shall be forty (40) hours with two (2) consecutive days off.
- C. **Overtime**: Any time worked in excess of an employee's regularly scheduled eight (8) hour day or work week of forty (40) hours depending on the scheduled workday(s).

20. **VACATION**

- A. Employees covered by this MOU shall earn vacation credits at the following rate:

Years of Service	Hours Earned per annum
One through five years of service	80 hours per annum
Six years through ten years	96 hours per annum
Eleven years through fifteen years	120 hours per annum
Sixteen years through twenty years	144 hours per annum
Over twenty years	176 hours per annum

- B. Vacation hours allowed on the books increase with time in service as increased vacation hours are earned annually. Employees will not earn additional vacation hours once they have reached the "**Maximum hours**" as indicated below.

Years of Service	Maximum Hours
One through five years	160 hours per annum
Six years through ten years	192 hours per annum
Eleven years through fifteen years	228 hours per annum
Sixteen years through twenty years	260 hours per annum
Over twenty years	280 hours per annum

City may schedule vacation time if employee vacation book hours are reaching the allowable maximums. If employee exceeds the amount on the vacation hours on books for the allowable per category (i.e. 192 hours for 6-10 years) employee will NOT earn any additional time until he/she is below the maximum amount. Without violating the Maximum accrual vacation hour's policy, the City has the authority to schedule vacations according to workload, staffing and attempts to limit unscheduled time off and/or disruptions in the work schedule, and the undesirable possibility of employees reaching the Vacation Maximum hours and potentially not being able to accrual vacation time. When scheduling vacation blocks City will take into account: seniority, employee considerations and needs. However, City's scheduling decisions are final.

21. **VACATION TIME CASH OUT, MAXIMUM FORTY (40) HOURS PER FISCAL YEAR**

An employee of this bargaining unit may cash out, up to 40 hours of vacation time per fiscal year. Employee cashing out vacation must have a minimum of 80 hours of accrued vacation to for this benefit.

22. **ADMINISTRATION LEAVE HOURS TIME CASH OUT, MAXIMUM EIGHTY (80) HOURS PER FISCAL YEAR**

An employee entitled to Administration Leave Hours will receive eighty hours (80) at the beginning of each fiscal year. Employee entitled to Administration Leave, may cash out, ALL 80 hours of Administration Leave per fiscal year. Administration Leave is not allowed to be carried over from fiscal year to year.

23. **HOLIDAYS**

The City shall have the right to require the employees to work on state and national holidays, and those employees shall be compensated at two times their regular rate of pay.

A. Holidays listed below will be observed during this MOU:

New Year's Day	Columbus Day
Martin Luther King's Birthday	Veteran's Day
Lincolns Birthday*	Thanksgiving Day
Presidents Day	Friday after Thanksgiving
Friday before Easter (½ day)	Christmas Eve (½ day)
Memorial Day	Christmas Day
Independence Day	New Year's Eve (½ day)
Labor Day	

*(Lincoln's Birthday will be observed either on the Monday before or the Friday after Lincoln's actual birthday according to the following: If Lincoln's Birthday falls on Tuesday or Wednesday: Staff will observe holiday on Monday. If Lincoln's Birthday falls on a Thursday: Staff will observe holiday on Friday.)

* (Any future holiday after July 1, 2023 proclaimed by President of the United State shall be observed)

24. **SICK LEAVE**

All full-time employees earn sick leave at the rate of 12 sick days per year. Sick time is credited to the employee on a bi- weekly basis.

A. Sick leave with pay shall be accrued at the rate of one (1) workday for each calendar month of service, 3.69 hours per pay period based on 26 pay periods. An employee who is going to be absent on sick leave shall contact his immediate supervisor with as much advance notice as possible (however, a minimum of two (2) hour notice is required). Employees may be required to furnish a verification of illness even for a one (1) day absence (if employee's record indicates a high usage of sick-leave and/or sick-leave use is higher before and after employee's scheduled weekend) but normally only after an absence of three (3) consecutive days.

B. Normally an employee eligible for such leave with pay will be granted such leave for the following reasons:

- 1) Personal illness or incapacity.
- 2) Illness of a member or the employee's household or immediate family (spouse and/or children) that requires the employee's personal care and attendance, not to exceed ten (10) days in any one (1) calendar year.

C. Sick leave shall not be cashed out or given to any employee in cash when an employee resigns, or is terminated or retires

- D. Unused Sick Leave Credit/Time In Service: Eligible employees may have unused sick leave credits (accumulated hours) converted to CalPERS time "In-Service" as provided in the City/CalPERS Retirement contract,
- E. Conversion of sick leave hours to medical insurance premiums for retirees is not an available benefit to employees hired after July 1, 2014.
- F. Extension beyond age 65 of eligibility for payment of health insurance premiums based on unused sick leave: Employees who retire at age 65 shall be eligible to have unused sick leave credits hours converted to a cash equivalent value of 50% of 1,000 hours for the purpose reimbursement of payment by the employee of the premium requirement for a CalPERS health insurance program or a supplemental Medicare insurance program to the employee and his/her eligible spouse (per limits established above). Or Employee may convert ALL or a portion of these hours to the PERS "sick leave" conversion for retirement "service time". In the event said spouse or other eligible dependents are below age 65, the premium requirement for a conversion program shall be paid from the unused sick leave credits hours.

25. RETIREMENT

The benefit contract in effect between the City of Firebaugh and the Public Employees Retirement System (PERS) on behalf of eligible permanent full-time employees of this unit is 2.5% at age 55. This is for all current classic members meaning those hired prior to January 1, 2013. The retirement formula for the classic employees shall not change.

- A. All new employees hired on (OR AFTER) January 1, 2013 who have not been employed by a Public Employer with a PERS Retirement Plan shall be under the 2% @ 62 formulation unless they were employed by another PERS agency within that previous six months (and qualify under the PERS "Classic" Definition). Those employees will then be part of the same formula that is closest to formula as they were with their previous employer.

- 1) All PERS contribution paid by the employees shall be paid on a pre-tax basis as per IRS code 414 (h).

26. GRIEVANCE PROCEDURE

"Employee Grievances" is in the City Personnel Rules and is incorporated herein by reference.

27. DISCIPLINE PROCEDURE

"Disciplinary Actions" is in the City Personnel Rules and is incorporated herein by reference.

28. EMPLOYEE DEVELOPMENT

It is the City's desire to provide reasonable encouragement to its employees in their efforts to improve proficiency in their present jobs and to prepare for advancement.

Therefore, the City will reimburse its employee the cost of tuition, books and supplies for all accredited course and seminars attended when the following criteria are met:

- A. The course is relevant to City business and employee's position within the City,
- B. A minimum grade of "C" or its equivalent is obtained; and
- C. Approval from the City Manager is obtained prior to the beginning of the course.

29. **BEREAVEMENT LEAVE**

“Bereavement Leave” is in the City Personnel Rules and is incorporated herein by reference.

30. **JURY DUTY**

“Jury Duty” is in the City Personnel Rules and is incorporated herein by reference.

31. **VOTING**

“Voting” is in the City Personnel Rules and is incorporated herein by reference.

32. **LEAVE OF ABSENCE**

“Personal Leave of Without Pay”

“Family and Medical Care Leave”, and

“Military Leave” are in the City’s Personnel Rules and is incorporated herein by reference.

33. **WORKER’S COMPENSATION**

“Workers’ Compensation” is in the City Personnel Rules and is incorporated herein by reference.

34. **CITY’S PERSONNEL RULES**

Both parties have had the opportunity to meet, review and accept the City’s updated Personnel Rules which are incorporated herein by reference. If, there is a conflict between this MOU and the Rules, the MOU will control and be followed.

35. **CONCLUSIVENESS**

- A. The City and Association agree that to the extent that any provision addressing wages, hours, and terms and conditions of employment negotiable under the Meyers-Milias-Brown Act found outside this MOU and are in conflict thereof, this MOU shall prevail.
- B. If, during the term of the MOU, the parties should mutually agree to modify, amend, or alter the provisions of this MOU in any respect, any such change shall be effective only if and when reduced to writing and executed by the authorized representatives of the City and the Non-Representative employees. Any such changes shall validly become part of the MOU and be subject to its terms.
- C. During the life of the MOU, shall either party desire to meet and confer as to matters within the MOU or as to matters not addressed in the MOU, but within the scope of representation, such party shall request in writing its desire. The responding party may meet and confer with the requesting party, but is not obligated to per this MOU.
- D. The City’s Personnel Rules and Employee Handbook and any other handbooks and/or policy manuals referenced in this MOU may require changes which must be presented to the Non-Representative employee for review. The City and Non-Representative employee, shall meet and confer on those changes.

36. **CITY MANAGEMENT RIGHTS**

- A. Notwithstanding any of the items agreed to herein, nothing in this MOU is intended to limit the management rights of the City.
- B. These include, but are not limited to:
 - 1) Direct the work of its employees.
 - 2) Hire, fire, promote, transfer, assign, reassign, and classify employees with the City.
 - 3) Discipline employees for proper cause and in accordance with the City of Firebaugh Personnel Rules.

- 4) Take any actions deemed necessary to carry out the mission of the City in emergencies.
- 5) Determine the methods, means and the personnel necessary, by which operations of the City are to be carried on.
- 6) Determine its budget, policies of the City, organization, merits, necessity and level of service or any activity provided to the public.
- 7) The provisions of the City of Firebaugh's Personnel Policies Rules shall apply except to the extent such parties are otherwise provided for in this MOU.

37. **SAVINGS CLAUSE**

- A. If any provision of this MOU should be found invalid, unconstitutional, unlawful, or unenforceable by reason of any existing or subsequently enacted constitutional or legislative provision or by final judicial authority, the offending provision shall be severed, and all other provisions of this MOU shall remain in full force and effect for the duration of this MOU.
- B. In the event that any provision of MOU should be found invalid, unconstitutional, unlawful or unenforceable, the City and Non-Representative employee, agree to meet and confer in a timely manner in an attempt to negotiate substitute provisions. Such negotiations shall apply only to the severed provisions of this MOU and shall not in any way modify or impact the remaining provisions of the existing MOU.

38. **SUPERSEDES PREVIOUS DOCUMENTS**

This document supersedes all previous City documents related to labor relationship between the City and its employees, which are governed by Chapter 10 of Division 4 of Title 1 of the Government Code (Section 3500 et seq., commonly known as the Meyers-Milias-Brown Act). Furthermore, if areas of the City's Employee Policy Handbook are in conflict with this document, the provisions of this document shall apply and supersede the Policy Handbook.

39. **STATEMENT OF CONTINUING BENEFITS AND WORKING CONDITIONS**

Benefits and working conditions as were previously agreed upon through the Meet and Confer process, and subsequently approved and implemented by appropriate authority, shall, unless herein expressly modified or eliminated, remain in effect until such time as they are subsequently modified or eliminated through the Meet and Confer process and similarly approved by appropriate authority.

40. **TERM OF MOU**

The 2 year term of the MOU shall commence on July 1, 2023 and expire on June 30, 2025, unless otherwise agreed in writing between the parties.

EXHIBIT "1" **SALARY SCHEDULES**

CITY OF FIREBAUGH UNREPRESENTATIVE EMPLOYEES								
Salary Schedule July 1, 2023 - June 30, 2024								
0% Increase								
Position		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Account Technician I	Hourly	17,3806	18,2497	19,1621	20,1202	21,1263	22,1826	23,2917
	Bi-Weekly	1,390.4497	1,459.9722	1,532.9708	1,609.6193	1,690.1003	1,774.6053	1,863.3356
	Monthly	3,012.6410	3,163.2731	3,321.4367	3,487.5086	3,661.8840	3,844.9782	4,037.2271
	Annual	36,151.6923	37,959.2770	39,857.2408	41,850.1029	43,942.6080	46,139.7384	48,446.7253
Account Technician II	Hourly	21,0885	22,1429	23,2501	24,4126	25,6332	26,9148	28,2606
	Bi-Weekly	1,687.0788	1,771.4327	1,860.0044	1,953.0046	2,050.6548	2,153.1876	2,260.8470
	Monthly	3,655.3374	3,838.1043	4,030.0095	4,231.5100	4,443.0855	4,665.2397	4,898.5017
	Annual	43,864.0489	46,057.2513	48,360.1139	50,778.1196	53,317.0256	55,982.8769	58,782.0207
Account Technician III	Hourly	23,2900	24,4545	25,6773	26,9611	28,3092	29,7246	31,2109
	Bi-Weekly	1,863.2026	1,956.3628	2,054.1809	2,156.8899	2,264.7344	2,377.9712	2,496.8697
	Monthly	4,036.9390	4,238.7860	4,450.7253	4,673.2615	4,906.9246	5,152.2708	5,409.8844
	Annual	48,443.2681	50,865.4315	53,408.7031	56,079.1382	58,883.0951	61,827.2499	64,918.6124
Building Clerk / Event Coordinator	Hourly	23,6045	24,7848	26,0240	27,3252	28,6915	30,1260	31,6323
	Bi-Weekly	1,888.3632	1,982.7814	2,081.9205	2,186.0165	2,295.3173	2,410.0832	2,530.5873
	Monthly	4,091.4537	4,296.0264	4,510.8277	4,736.3691	4,973.1875	5,221.8469	5,482.9392
	Annual	49,097.4442	51,552.3164	54,129.9322	56,836.4288	59,678.2503	62,662.1628	65,795.2709
Senior Center Coordinator	Hourly	15,7308	16,5174	17,3433	18,2104			
	Bi-Weekly	786.5424	825.8695	867.1630	910.5211			
	Monthly	1,704.1752	1,789.3840	1,878.8532	1,972.7958			
	Annual	20,450.1024	21,472.6075	22,546.2379	23,673.5498			

CITY OF FIREBAUGH UNREPRESENTATIVE EMPLOYEES								
Salary Schedule July 1, 2024 - June 30, 2025								
4% Increase								
Position		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Account Technician I	Hourly	18,0758	18,9796	19,9286	20,9251	21,9713	23,0699	24,2234
	Bi-Weekly	1,446.0677	1,518.3711	1,594.2896	1,674.0041	1,757.7043	1,845.5895	1,937.8690
	Monthly	3,133.1467	3,289.8040	3,454.2942	3,627.0089	3,808.3594	3,998.7773	4,198.7162
	Annual	37,597.7600	39,477.6480	41,451.5304	43,524.1070	45,700.3123	47,985.3279	50,384.5943
Account Technician II	Hourly	21,9320	23,0286	24,1801	25,3891	26,6585	27,9914	29,3910
	Bi-Weekly	1,754.5620	1,842.2901	1,934.4046	2,031.1248	2,132.6810	2,239.3151	2,351.2808
	Monthly	3,801.5509	3,991.6284	4,191.2099	4,400.7704	4,620.8089	4,851.8493	5,094.4418
	Annual	45,618.6109	47,899.5414	50,294.5185	52,809.2444	55,449.7066	58,222.1919	61,133.3015
Account Technician III	Hourly	24,2216	25,4327	26,7044	28,0396	29,4415	30,9136	32,4593
	Bi-Weekly	1,937.7307	2,034.6173	2,136.3481	2,243.1655	2,355.3238	2,473.0900	2,596.7445
	Monthly	4,198.4166	4,408.3374	4,628.7543	4,860.1920	5,103.2016	5,358.3617	5,626.2797
	Annual	50,380.9988	52,900.0488	55,545.0512	58,322.3038	61,238.4190	64,300.3399	67,515.3569
Building Clerk / Event Coordinator	Hourly	24,5487	25,7762	27,0650	28,4182	29,8391	31,3311	32,8976
	Bi-Weekly	1,963.8978	2,062.0927	2,165.1973	2,273.4572	2,387.1300	2,506.4865	2,631.8108
	Monthly	4,255.1118	4,467.8674	4,691.2608	4,925.8238	5,172.1150	5,430.7208	5,702.2568
	Annual	51,061.3420	53,614.4091	56,295.1295	59,109.8860	62,065.3803	65,168.6493	68,427.0818
Senior Center Coordinator	Hourly	16,3601	17,1781	18,0370	18,9388			
	Bi-Weekly	818.0041	858.9043	901.8495	946.9420			
	Monthly	1,772.3422	1,860.9593	1,954.0073	2,051.7076			
	Annual	21,268.1065	22,331.5118	23,448.0874	24,620.4918			

CITY OF FIREBAUGH UNREPRESENTATIVE ADMINISTRATION EMPLOYEES								
Salary Schedule July 1, 2023 - June 30, 2024								
8% Increase								
Executive Assistant/Deputy City Clerk	Hourly	26.5031	27.8283	29.2197	30.6807	32.2147	33.8255	35.5167
	Bi-Weekly	2,120.2513	2,226.2639	2,337.5771	2,454.4559	2,577.1787	2,706.0377	2,841.3395
	Monthly	4,593.8778	4,823.5717	5,064.7503	5,317.9878	5,583.8872	5,863.0816	6,156.2357
	Annual	55,126.5340	57,882.8607	60,777.0038	63,815.8540	67,006.6467	70,356.9790	73,874.8280
Human Resource	Hourly	10,000.0000	10,000.0000	10,000.0000	10,000.0000	10,000.0000	10,000.0000	10,000.0000
Finance Director	Hourly	42.3216	44.4376	46.6595	48.9925	51.4421	54.0142	56.7149
	Bi-Weekly	3,385.7246	3,555.0108	3,732.7614	3,919.3994	4,115.3694	4,321.1379	4,537.1948
	Monthly	7,335.7366	7,702.5234	8,087.6496	8,492.0321	8,916.6337	9,362.4654	9,830.5887
	Annual	88,028.8394	92,430.2813	97,051.7954	101,904.3852	106,999.6044	112,349.5847	117,967.0639
Public Works Director	Hourly	38.3869	40.3062	42.3216	44.4376	46.6595	48.9925	51.4421
	Bi-Weekly	3,070.9520	3,224.4996	3,385.7246	3,555.0108	3,732.7614	3,919.3994	4,115.3694
	Monthly	6,653.7294	6,986.4158	7,335.7366	7,702.5234	8,087.6496	8,492.0321	8,916.6337
	Annual	79,844.7523	83,836.9899	88,028.8394	92,430.2813	97,051.7954	101,904.3852	106,999.6044
Police Lieutenant	Hourly	35.0924	36.8470	38.6894	40.6238	42.6550	44.7878	47.0272
	Bi-Weekly	2,807.3917	2,947.7613	3,095.1493	3,249.9068	3,412.4021	3,583.0222	3,762.1733
	Monthly	6,082.6820	6,386.8161	6,706.1569	7,041.4647	7,393.5380	7,763.2148	8,151.3756
	Annual	72,992.1836	76,641.7928	80,473.8825	84,497.5766	88,722.4554	93,158.5782	97,816.5071
Police Chief	Hourly	42.7257	44.8619	47.1050	49.4603	51.9333	54.5300	57.2565
	Bi-Weekly	3,418.0521	3,588.9547	3,768.4025	3,956.8226	4,154.6637	4,362.3969	4,580.5168
	Monthly	7,405.7796	7,776.0686	8,164.8720	8,573.1156	9,001.7714	9,451.8600	9,924.4530
	Annual	88,869.3556	93,312.8234	97,978.4645	102,877.3878	108,021.2572	113,422.3200	119,093.4360

CITY OF FIREBAUGH UNREPRESENTATIVE ADMINISTRATION EMPLOYEES								
Salary Schedule July 1, 2023 - June 30, 2024								
8% Increase								
Executive Assistant/Deputy City Clerk	Hourly	27.5633	28.9414	30.3885	31.9079	33.5033	35.1785	36.9374
	Bi-Weekly	2,205.0614	2,315.3144	2,431.0802	2,552.6342	2,680.2659	2,814.2792	2,954.9931
	Monthly	4,777.6330	5,016.5146	5,267.3403	5,530.7073	5,807.2427	6,097.6048	6,402.4851
	Annual	57,331.5954	60,198.1752	63,208.0839	66,368.4881	69,686.9125	73,171.2582	76,829.8211
Human Resource	Hourly	10,000.0000	10,000.0000	10,000.0000	10,000.0000	10,000.0000	10,000.0000	10,000.0000
Finance Director	Hourly	44.0144	46.2151	48.5259	50.9522	53.4998	56.1748	58.9835
	Bi-Weekly	3,521.1536	3,697.2113	3,882.0718	4,076.1754	4,279.9842	4,493.9834	4,718.6826
	Monthly	7,629.1661	8,010.6244	8,411.1556	8,831.7134	9,273.2991	9,736.9640	10,223.8122
	Annual	91,549.9929	96,127.4926	100,933.8672	105,980.5606	111,279.5886	116,843.5680	122,685.7464
Public Works Director	Hourly	39.9224	41.9185	44.0144	46.2151	48.5259	50.9522	53.4998
	Bi-Weekly	3,193.7901	3,353.4796	3,521.1536	3,697.2113	3,882.0718	4,076.1754	4,279.9842
	Monthly	6,919.8785	7,265.8725	7,629.1661	8,010.6244	8,411.1556	8,831.7134	9,273.2991
	Annual	83,038.5424	87,190.4695	91,549.9929	96,127.4926	100,933.8672	105,980.5606	111,279.5886
Police Lieutenant	Hourly	36.4961	38.3209	40.2369	42.2488	44.3612	46.5793	48.9083
	Bi-Weekly	2,919.6873	3,065.6717	3,218.9553	3,379.9031	3,548.8982	3,726.3431	3,912.6603
	Monthly	6,325.9892	6,642.2887	6,974.4031	7,323.1233	7,689.2795	8,073.7434	8,477.4306
	Annual	75,911.8710	79,707.4645	83,692.8378	87,877.4796	92,271.3536	96,884.9213	101,729.1674
Police Chief	Hourly	44.4347	46.6564	48.9892	51.4387	54.0106	56.7112	59.5467
	Bi-Weekly	3,554.7742	3,732.5129	3,919.1386	4,115.0955	4,320.8503	4,536.8928	4,763.7374
	Monthly	7,702.0108	8,087.1114	8,491.4669	8,916.0403	9,361.8423	9,829.9344	10,321.4311
	Annual	92,424.1298	97,045.3363	101,897.6031	106,992.4833	112,342.1074	117,959.2128	123,857.1735

This Agreement has been ratified and adopted pursuant to the recommendations of the following representatives:

CITY OF FIREBAUGH

Benjamin Gallegos, City Manager

Date

Christina G. Di Filippo, City Attorney

Date

Approved as to legal form.

UNREPRESENTED EMPLOYEES

Rachel Lopez, Account Technician I

Date

Olga Flores, Account Technician I

Date

Nancy Vaca, Account Technician III

Date

Isabel Saldivar, Building Clerk / Event Coordinator

Date

Rita Lozano, Executive Assistant /
Deputy City Clerk

Date

Pio Martin, Finance Director

Date

Salvador Raygoza, Police Chief

Date

Michael Molina – Public Works Director

Date

RESOLUTION NO. 23-30

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING A
MEMORANDUM OF UNDERSTANDING WITH THE FIREBAUGH MISCELLANEOUS
EMPLOYEES' ASSOCIATION AND APPROVING RELATED SALARY SCHEDULES**

WHEREAS, the current Memorandum of Understanding between the City and the Firebaugh Miscellaneous Employees Association will terminate on June 30, 2025; and

WHEREAS, a new Memorandum of Understanding has been prepared which sets forth the employment terms and conditions of the City and the Firebaugh Miscellaneous Employees Association, and is attached hereto as Exhibit "A" is incorporated herein by this reference; and

WHEREAS, a corresponding Salary Schedule has been prepared, and is attached hereto as Exhibit "B" is incorporated herein by this reference; and

WHEREAS, a corresponding Salary Schedule: Water and Wastewater Operators has been prepared, and is attached hereto as Exhibit "1" is incorporated herein by this reference; and

WHEREAS, the Firebaugh City Council has carefully considered all of the facts and circumstances relating to the implementation of the new Memorandum of Understanding and corresponding Salary Schedules.

NOW, THEREFORE, be it resolved, by the City Council of the City of Firebaugh as follows:

1. The recitals set forth above are true and correct as of the date this Resolution is adopted.
2. The Memorandum of Understanding, attached hereto as Exhibit "A," is hereby approved.
3. The Salary Schedule, attached hereto as Exhibit "1," is hereby approved.
4. The City Manager and staff are hereby, authorized to carry out the purposes and activities described in the Memorandum of Understanding.
5. This Resolution shall be effective immediately upon adoption.

The foregoing Resolution was approved and adopted at a regular meeting of the City Council of the City of Firebaugh held on the 17th day of July, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

ATTEST:

Felipe Perez, Mayor

Rita Lozano, Deputy City Clerk

EXHIBIT “A”



7/1/2023

Memorandum of Understanding

between the CITY OF FIREBAUGH and the
FIREBAUGH MISCELLANEOUS EMPLOYEES
ASSOCIATION

TERMS AND CONDITIONS

REPRESENTED BY
OPERATING ENGINEERS LOCAL NO. 3
AFL-CIO

EFFECTIVE JULY 1, 2023 – JUNE 30, 2025

Table of Contents

1. <u>PREAMBLE</u>	1
2. <u>AGENCY SHOP</u>	1
3. <u>RECOGNITION</u>	1
4. <u>PURPOSE</u>	2
5. <u>FULL FORCE AND EFFECT</u>	2
6. <u>COMMUNICATION WITH EMPLOYEES</u>	2
7. <u>ADVANCE NOTICE</u>	2
8. <u>REPRESENTATIVE OF THE UNION</u>	2
9. <u>ACCESS TO PERSONNEL FILES</u>	2
10. <u>NOTICE OF LAYOFF</u>	2
11. <u>SAFETY RULES / REGULATIONS / LOSS</u>	3
12. <u>COMPENSATION</u>	3
13. <u>SALARIES</u>	4
14. <u>LONGEVITY PAY</u>	5
15. <u>STANDBY PAY</u>	5
16. <u>INCENTIVE PAY AND RECOGNITION OF CERTIFICATES</u>	5
17. <u>PERFORMANCE EVALUATION</u>	6
18. <u>HEALTH INSURANCE</u>	6
19. <u>DENTAL / VISION COVERAGE</u>	7
20. <u>RETIREMENT MEDICAL BENEFITS PUBLIC EMPLOYEES'</u> <u>MEDICAL AND HOSPITAL CARE ACT (PEMHCA)</u>	7
21. <u>SICK LEAVE CONVERSION FOR MEDICAL PREMIUM</u>	7
22. <u>CURRENT RETIREES (Retirement Prior To June 30, 2014)</u>	7
23. <u>TRAINING</u>	8
24. <u>MILEAGE REIMBURSEMENT</u>	8

25. <u>WORKDAY AND OVERTIME</u>	8
26. <u>VACATION</u>	8
27. <u>VACATION TIME CASH OUT UP TO FORTY (40) HOURS</u> <u>PER FISCAL YEAR</u>	9
28. <u>HOLIDAYS</u>	9
29. <u>SICK LEAVE</u>	9
30. <u>RETIREMENT</u>	10
31. <u>GRIEVANCE PROCEDURE</u>	10
32. <u>DISCIPLINE PROCEDURE</u>	10
33. <u>EDUCATION DEVELOPMENT</u>	10
34. <u>BEREAVEMENT LEAVE</u>	11
35. <u>JURY DUTY</u>	11
36. <u>VOTING</u>	11
37. <u>LEAVES OF ABSENCE</u>	11
38. <u>WORKER’S COMPENSATION</u>	11
39. <u>CITY’S PERSONNEL RULES</u>	11
40. <u>CONCLUSIVENESS</u>	11
41. <u>ASSOCIATION RIGHTS</u>	11
42. <u>CITY MANAGEMENT RIGHTS</u>	12
43. <u>ELIMINATION OF RESTRICTION TO SUB-CONTRACT WORK</u> <u>THAT COULD BE PERFORMED BY CITY EMPLOYEES</u>	13
44. <u>SAVINGS CLAUSE</u>	13
45. <u>SUPERSEDES PREVIOUS DOCUMENTS</u>	13
46. <u>STATEMENT OF CONTINUING BENEFITS</u> <u>AND WORKING CONDITIONS</u>	13
47. <u>TERM OF MOU</u>	13

48. <u>RECOMMENDATION OF REPRESENTATIVES</u>	13
<u>EXHIBIT “1” SALARY SCHEDULES</u>	14

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**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF FIREBAUGH
AND FIREBAUGH MISCELLANEOUS EMPLOYEES ASSOCIATION
July 1, 2023 through June 30, 2025**

1. PREAMBLE

This Memorandum of Understanding (MOU) represents the mutual agreement between the City of Firebaugh, hereinafter referred to as the "City" and the Firebaugh Miscellaneous Employees Association (FMEA) hereinafter referred to as the "Association", and the Operating Engineers Local Union No. 3, hereinafter referred to as the "Union" pursuant to California Government Code, Sections 3500 et seq., (Commonly known as the Meyers-Milias-Brown Act.).

The legal relationship between the City, the Association, and the Union is governed by Chapter 10 of Division 4 of title 1 of the Government Code (Sections 3500 et seq., commonly known as the Meyers-Milias-Brown Act). In the event of conflict between the Meyers- Milias-Brown Act and any local City Ordinance, resolution or other regulation, the Meyers- Milias-Brown Act shall govern.

2. AGENCY SHOP

- A. Effective July 1, 2023, employees in the representation unit shall, as a condition of continuing employment, become and remain members of the Union or shall pay to the Union a service fee in lieu thereof.
- B. "This requirement shall not apply to any employee who is a member of a bona-fide religion, body, or sect who has historically held conscientious objections to joining or financially supporting public employee organizations. Such individuals shall not be required to join or financially support the Union as a condition of employment, but will be required, in lieu of periodic dues, initiation fees, or agency shop fees, to contribute to a non-religious charitable fund which is mutually acceptable to the Union and the employee, and is exempt from taxation under Section 501(c) (3) of the Internal Revenue Code as long as they show proof.

3. RECOGNITION

- A. The City acknowledges Union, representing the Association, as the sole and exclusive bargaining agent, for the purposes of establishing wages, hours, and working conditions of employment, for all regular employees of the Firebaugh Public Works Department including the classifications below:

<u>Public Works Maintenance</u>	<u>Water & Waste Water Operators</u>
Utility Maintenance Worker I	Water/Sewer Operator Trainee
Utility Maintenance Worker II	Water/Sewer Operator I
Utility Maintenance Worker III	Water/Sewer Operator II
Equipment Mechanic	Water/Sewer Supervisor
Facilities Custodian	
Utility Maintenance Crew Leader	

- B. The public works unit shall be permanent full-time employees of the City of Firebaugh Public Works Department below management level. Management level shall be considered the Public Works Director. The provisions of this MOU shall not apply to management-level employees. Employees who are employed under Federal, State or specialized programs shall be represented only within the City of Firebaugh and these agencies.

- C. The City, or its designees, the Association, or its designees and the Union or its representatives recognize and agree to deal with each other exclusively, on all matters relating to grievances, interpretation of this MOU, and any and all negotiations for the development of future MOU.

4. **PURPOSE**

The purpose of this MOU is to promote harmonious relations between the City and the Association; to establish an equitable and peaceful procedure for the resolution of differences; and to establish wages, hours of work, and other terms and conditions of employment.

5. **FULL FORCE AND EFFECT**

- A. It is agreed that this MOU is not in force or effect until ratified and approved by Resolution hereby adopted by the City Council of the City of Firebaugh.
- B. All wages, hours, terms, and conditions of employment that are negotiable subjects of bargaining under the Meyers-Milias-Brown Act, including those set forth in the MOU, shall remain in full force and effect during the term of this MOU unless changed by mutual agreement.
- C. The City will abide by the Meyers-Milias-Brown Act where and when it applies to members of the Association.

6. **COMMUNICATION WITH EMPLOYEES**

Space shall be provided on the bulletin board located in the Public Works Corporation Yard building, for posting of notices regarding official Union business.

7. **ADVANCE NOTICE**

The City shall provide the Union reasonable advance notice when an action is directly relating to matters within the scope of representation that is being proposed to City Council for their consideration. The City shall give the Union the opportunity to meet with the appropriate management representatives prior to adoption.

8. **REPRESENTATIVE OF THE UNION**

An authorized representative of the Union shall be allowed to visit the work location, with reasonable, prior notification of City Manager or Department Head. Casual drop by visits are allowed with the understanding that official business meetings are to be noticed by phone or e- mail prior to the meeting. Visits shall be reasonable and Union representative shall not interfere with the normal conduct of work. Union meetings shall be held during lunch (with a maximum of 30 minutes allowed) or after normal working hours.

9. **ACCESS TO PERSONNEL FILES**

An employee shall have access to his/her personnel file upon a request made to the personnel officer. An employee's authorized Union representative shall have access to the employee's personnel file upon written authorization from said employee. Nothing shall be placed in an employee's personnel file without his/her knowledge. An authorized City employee shall observe but not interfere with the review. The reviewing employee and/or the employee's representative may take notes and the employee shall be allowed to have a copy made of the file in accordance with California Codes.

10. **NOTICE OF LAYOFF**

Before an employee is laid off, the employee and the Union shall be notified in writing of such action at least thirty (30) days prior to the effective date of layoff.

11. **SAFETY RULES / REGULATIONS / LOSS**

- A. Both the City and the Union shall expend every effort to ensure that work is performed with a maximum degree of safety, consistent with the requirements to conduct efficient operations.
- B. The City and each employee covered by this MOU agree to comply with all safety rules and regulations in effect and any subsequent rules and regulations that may be adopted. Employees further agree that they will report all accidents and safety hazards immediately. The City shall remedy any reported safety hazard immediately. Any employee having knowledge of, or who is a witness to an accident, shall, if requested, give full and truthful testimony as to same.
- C. The City shall continue to supply employees with safety equipment required by the City and/or CAL OSHA. All employees shall use City supplied safety equipment for the purposes and uses specified under applicable safety rules and regulations.
- D. Uniforms: The City shall provide uniforms, including maintenance of uniforms, for all employees.
 - 1) Each employee shall receive a total of six (6) uniforms per week. Five (5) clean uniforms each week and one (1) for exchange. Employees shall be required to wear said uniform during work hours.
 - 2) Public Works Director will determine the appropriate jackets, not to exceed \$100.00 (one hundred dollars) or boots, not to exceed \$150.00 (one hundred fifty dollars), in accordance with work and environmental requirements, per fiscal year per employee. Any employee desiring a set of boots or jacket exceeding the City's contribution shall pay for the difference. Such employee(s) will submit original receipts for reimbursements.
- E. Other Gear: The City will provide two (2) pair of coveralls for mechanic. The City will provide two (2) trench coats for mechanic. The City will provide one (1) pair of tree climbing boots to the tree climber. The City will provide one (1) hard hat to all public works employees.

12. **COMPENSATION**

- A. Pay Period: The Standard Pay Period is two weeks (14 calendar days). (The standard work period is 40 forty hours worked in a calendar week but subject to call out at any time.) The usual work day is 8 hours.
- B. Breaks: Employees shall be entitled to two (2) fifteen (15) minute breaks, one (1) in the morning, and one (1) in the afternoon, during each work day. Said breaks are to be taken at the employee's job site. Morning break to be taken at work site not in the shop.
- C. Overtime: Any employee who works in excess of eight hours per day or forty (40) hours per week shall be paid one and one-half (1 ½) times their regular hourly rate for all hours worked in excess eight hours per day or forty (40) hours in one week. All hours over 12 hours per day shall be compensated at double time. All paid leave (vacation and holiday) is considered time worked. The workweek will be established by direction of the Department Head and may be changed from time to time. Individual workweek designations may be established for each job position at the discretion of the Department Head.
- D. Call Back: If an employee is called back to work, he/she shall receive a minimum of two (2) hours pay at the rate of one and one-half (1 ½) of the employees straight time rate of pay. Should "Call Back" for an employee not on Stand-By extend beyond two (2) hours of actual work, the employee shall be compensated for actual hours worked at the rate of one and one-half (1 ½) times the regular hourly rate of pay. "Callback" is considered a return to work after having completion of the regular

shift and having gone home or after one hour. Callback is not when the employee has finished the regular shift but has not left the work site.

- E. Authorization: All overtime worked shall be authorized and ordered in advance by the Department Head or his/her designee. However, if prior authorization for overtime work is not possible because of emergency conditions, a confirming authorization shall be made by the Department Head or his/her designee on the next regular business day after such work is performed.
- F. Sick Leave Related to Overtime: Employee shall not be eligible for overtime pay if employee's workweek (either via actual hours worked and/or vacation time does not exceed 40 hours per the week in question). Therefore, if employee is ill or off on sick leave this time is not calculated as work hours; unless such hours exceed (8) actual hours worked in the day.
- G. Reporting: Each employee shall make a written report of all overtime worked and each department shall keep an accurate record of overtime worked by employees in the department. No changes shall be made in the overtime as reported by the employee unless the proposed changes and the reasons therefore are first discussed with the employee and the Department Head. If the employee is not available to discuss changes prior to processing payroll, changes may be made by the department head to expedite the payroll process. Any changes made will be discussed with the employee at the earliest availability of that employee. If the employee disputes changes and the employee to support his/her original claim to the satisfaction of the Public Works Director can provide justification and or documentation; a corrected payroll check will be issued with all payroll records adjusted accordingly.

13. **SALARIES**

- A. Public Works and Water & Waste Water Operators, will receive the following increase on July 1st of every fiscal year from July 1, 2023 through June 30, 2025. (See Exhibit "1", which is incorporated herein by this reference).
- B. The following increases go into effect on July 1st of every fiscal, beginning July 1, 2023 through June 30, 2025:
 - 1) July 1, 2023 – 8% Increase
 - 2) July 1, 2024 – 4% Increase
- C. Step Increases:

Step Increase, will apply only when Employee is eligible to move to Next Salary Step per employee merit anniversary date.

- D. Water & Waste Water Operators are on the Operator Salary Schedule that recognizes Grades I & II Certification. No salary adjustment will be recognized for any Grade III Certification. City is required to have certified Water & Waste Water Plant Operators.
- E. Water & Sewer Distribution Grade I certificate is a requirement of the position for Utility Maintenance Workers I & II and they will be required to acquire the certificates in a time schedule agreed to with the Public Director and the City Manager.

14. **LONGEVITY PAY**

- A. Longevity Pay Program is provided for Association employees as outlined below.
- B. Employees hired after July 1, 2014, are not eligible to earn Longevity Pay.
- C. Employees hired before July 1, 2014, employees at the 10 year employment anniversary date, and, at each additional, five (5) year increment of employment, employee will be given a raise of 2.5% of that employee's existing base salary.

15. **STANDBY PAY**

- A. Employees shall be available at all times when on standby and must return call within 20 minutes of initial call. An employee who cannot be reached, or does not report to the work site, is subject to the same disciplinary action as an unexcused absence from work. In addition, standby pay for the entire day will be deducted. Other further disciplinary action also may be taken. The standby individual must be available by phone and/or text message. Per call-back of Standby employee overtime shall apply. However, the two-hour minimum call back time shall not apply to the standby employee.
- B. Standby hours are normally between 3:31 p.m. and 6:59 a.m. each day except for weekends and holidays when standby hours are the entire 24 hour day. Standby hours may be seasonally adjusted to coincide with the work schedule (i.e. 2:31 p.m. to 5:59 a.m.). Standby hours for a one- week period are compensated, notwithstanding the employee's normal rate of pay, at the following weekly rates.
- C. Standby Pay shall be a flat rate of \$175.00 per week including one or two holidays, with one (1) minimum of 1 hour call back. Standby employee shall be able to take home city vehicle while on standby. That employee must live within the City limits of Firebaugh and is fully responsible for vehicle and all tools.

16. **INCENTIVE PAY AND RECOGNITION OF CERTIFICATES**

- A. Positions not required to be certified with a Water & Sewer Distribution Grade I certificate are:
 - 1) Equipment Mechanic
 - 2) Facilities Custodian
- B. Back Flow Connection Certification will receive a \$115.00 per month additional compensation.
- C. Lead and/or Supervisor positions will receive \$35.00 per month for a Pesticide Certificate.
- D. Water Distribution/Sewer Collection System Grade I Certification, must have both to receive \$115.00 stipend per month.
- E. Water Distribution/Sewer Collection System Grade II Certification, must have both to receive additional \$25, plus Grade I \$115 stipend (Total of \$140.00) Stipend per month.
- F. Employees will be eligible for certification pay if applicable to job description.
- G. Water Operator Trainee & Water Operator
 - I. Employee who have acquired a Water Treatment Operator & Wastewater Treatment Plant Operator Grade I Certification, must have both to receive \$100.00 stipend per month.
 - II. Employee who have acquired a Water Treatment Operator & Wastewater Treatment Plant Operator Grade II Certification, must have both to receive additional \$25, plus Grade I \$100 stipend (Total of \$125.00) Stipend per month.

- H. The city will comply with State law in determining the number of employees/positions that will be required to obtain and be compensated for certification and accompanying pay. The City shall pay for all school and costs to obtain certification and licenses and for any costs of and for recertification or licenses that are required by the City or State Laws and are a benefit for the City's Operations. However, it is understood that there is no City obligation for such costs for an employee interested in becoming certified at a time, which does not require additional certified employees. Within State requirements, the City Manager will determine to whom and when such certification will apply. Class A and Class B physical must go to City medical provider.

17. **PERFORMANCE EVALUATION**

- A. During the probationary period an employee will undergo constant oral evaluation. A probationary employee will be evaluated in writing at the end of the first 60 days, again at 120 days and prior to the end of the probationary period. Employees will serve a probationary period of twelve (12) months and shall receive their step increase in the first pay period after successful completion of the probationary period. If the Public Works Director with agreement of the City Manager believes a second step would be in order, he may recommend and move to do so.
- B. After probationary period, performance evaluations will be conducted at least once every twelve (12) months. After a satisfactory performance evaluation and upon the recommendation by the Department Head and approved by the City Manager, employee may receive a step raise.
- C. The City and Association agree that before an employee receives a step increase, he/she shall receive a satisfactory or above performance evaluation and recommendation for salary increase must be made on the employee by the Public Works Director and approved by the City Manager.
- D. Should an employee be promoted and/or temporarily appointed into another classification, his/her salary shall increase by a minimum of five (5%) percent.
- E. Currently when Operators in Training finish their training and obtain their Water & Sewer Grade 1 certification they are placed in the Operator I position. Since they have been in training/probation and obtained their certification it should be unnecessary to place them into a second probationary period. Since it is mandatory that they also acquire certification for both Wastewater Treatment and Water Treatment within three (3) years or face termination it would be prudent to end probation since they have been doing the same job as trainees. Therefore, only one probationary period will be served as long as one (1) year period is completed and employee is making progress re: such certification. However, if employee does not pass required State exams within the initial three (3) year period; the employee will be terminated regardless of his/her employee status. Consideration may be given to transfer employee to another position by City, not requiring certification, if available.

18. **HEALTH INSURANCE**

City shall provide full-time employees with a monthly medical benefit as identified below:

- A. The cost of the Monthly CalPERS Medical Premium: Of the four least expensive medical plans Employee will pay 20% of the Monthly Premium, and the City will pay 80% of Employee Monthly Premium per CalPERS Basic Premium Rates (Other Southern California – Region 2)* as determined by City.
- B. Dependent Coverage City will pay 80% of Employee Monthly Premium and the Employee with pay 20% of the Employee Monthly Premium, approved CalPERS medical plan.

- C. Employees may decline health insurance offered by the City. If an employee waives coverage for himself or herself, he or she will have to show proof of coverage under another plan such as parent's plan, a spouse's plan or Affordable Care Act. Employees who decline insurance is eligible for a \$300.00 monthly stipend with proof of health insurance. Employee must show proof of Insurance every year.

19. **DENTAL / VISION COVERAGE**

- A. No contribution by employee. For "Dependent Coverage" employee will pay 10% of monthly premium throughout the term of this MOU.
- B. Dental and vision change in coverage providers, the City must demonstrate to the bargaining unit that the following conditions have been met prior to making in changes in the plans:
 - 1) New carrier / provider's network of providers matches or exceeds current plan(s).
 - 2) New carrier / provider's benefits matches or exceeds current plan(s).
 - 3) If these conditions are not met, the City and Association shall meet and confer to insure Carriers offering plans are equal to or better than what is offered currently.

20. **RETIREMENT MEDICAL BENEFITS PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT (PEMHCA)**

The City will use the "unequal contribution" method for medical care premium payments for annuitants (retirees after June 30, 2014), as permitted under Govt. Code section 22892. Under this method the City is required annually to increase the total monthly annuitant health care contribution to equal an amount not less than the number of years the City has been in the PEMHCA program multiplied by five percent (5%) of the current monthly employer contribution for active employees until the time the City's Contribution for annuitant equals the City's PEMHCA contribution paid for active (Retirees before June 30, 2014) employees (\$350/month) is reached.

PEMHCA Amount of \$347.77/month for those retiring after June 30, 2014 (percent increases 5% annually) or as set or modified per CalPERS.

21. **SICK LEAVE CONVERSION FOR MEDICAL PREMIUM**

Sick Leave Conversion to Medical Premium: to qualify employee must meet all of the following:

- A. Hired Before June 30, 2014;
- B. The employee has been covered by City selected medical insurance program for payment provided by the City for a continuous 5-year period immediately preceding such retirement; and the employee has been eligible to accumulate unused sick leave credit hours;
- C. Have accumulated 1,000 hours of sick leave; and
- D. Only if employee reaches this standard Employee may use 500 hour of time at current value and apply towards premium. Otherwise, employee may use 100% of all accumulated sick leave to apply to CalPERS "Time in Service Credit" for retirement formula calculations.

22. **CURRENT RETIREES (Retirement Prior to June 30, 2014)**

City will continue at the current City level of PEMHCA contribution (\$347.77/month) towards their Medical Coverage. Applies to all whom have retired before June 30, 2014.

23. TRAINING

The City agrees to send Public Works Employees to training, classes or schools to obtain required and/or mandated certificates and licenses to meet statute mandated certificates including state and federal requirements. These classes will be on City time; however no overtime will be applicable on days of exams. FLSA shall apply after normal work schedule hours.

24. MILEAGE REIMBURSEMENT

IRS Standard Mileage Rates (<https://www.irs.gov/tax-professionals/standard-mileage-rates/>)

25. WORKDAY AND OVERTIME

- A. Workday: The regularly scheduled workday should be eight (8) consecutive hours exclusive of mealtime.
- B. Workweek: The regularly scheduled workweek shall be forty (40) hours with two (2) consecutive days off.
- C. Overtime: Any time worked in excess of an employee's regularly scheduled eight (8) hour day or work week of forty (40) hours depending on the scheduled workday(s).
- D. Weekend Work Schedule:
 - 1) City will have two Public Works employees assigned, at the discretion of Public Works Director, to meet the needs of the City working a weekend work schedule as follows:
 - Employee #1: Tuesday – Saturday and
 - Employee #2: Sunday-Thursday
 - 2) City agrees to start with the employees with the least seniority provided that the employee has sufficient time and training in service as determined by the Director of Public Works.

26. VACATION

- A. Employees covered by this MOU shall earn vacation credits at the following rate:

Years of Service	Hours Earned per annum
One through five years of service	80 hours per annum
Six years through ten years	96 hours per annum
Eleven years through fifteen years	120 hours per annum
Sixteen years through twenty years	144 hours per annum
Over twenty years	176 hours per annum

- B. Vacation hours allowed on the books increase with time in service as increased vacation hours are earned annually. Employees will not earn additional vacation hours once they have reached the "**Maximum hours**" as indicated below.

Years of Service	Maximum Hours
One through five years	160 hours per annum
Six years through ten years	192 hours per annum
Eleven years through fifteen years	228 hours per annum
Sixteen years through twenty years	260 hours per annum
Over twenty years	280 hours per annum

City may schedule vacation time if employee vacation book hours are reaching the allowable maximums. If employee exceeds the amount on the vacation hours on books for the allowable per category (i.e. 192 hours for 6-10 years) employee will NOT earn any additional time until he/she is below the maximum amount.

Without violating the Maximum accrual vacation hour's policy, the City has the authority to schedule vacations according to workload, staffing and attempts to limit unscheduled time off and/or disruptions in the work schedule, and the undesirable possibility of employees reaching the Vacation Maximum hours and potentially not being able to accrual vacation time. When scheduling vacation blocks City will take into account: seniority, employee considerations and needs. However, City's scheduling decisions are final.

27. VACATION TIME CASH OUT, MAXIMUM FORTY (40) HOURS PER FISCAL YEAR

An employee of this bargaining unit may cash out, up to 40 hours of vacation time per fiscal year. Employee cashing out vacation must have a minimum of 80 hours of accrued vacation to for this benefit.

28. HOLIDAYS

The City shall have the right to require the employees to work on state and national holidays, and those employees shall be compensated at two times their regular rate of pay.

A. Holidays listed below will be observed during this MOU:

New Year's Day	Columbus Day
Martin Luther King's Birthday	Veteran's Day
Lincolns Birthday	Thanksgiving Day
Presidents Day	Friday after Thanksgiving
Friday before Easter (½ day)	Christmas Eve (½ day)
Memorial Day	Christmas Day
Independence Day	New Year's Eve (½ day)
Labor Day	

29. SICK LEAVE

All full-time employees earn sick leave at the rate of 12 sick days per year. Sick time is credited to the employee on a bi- weekly basis.

- A. Sick leave with pay shall be accrued at the rate of one (1) workday for each calendar month of service, 3.69 hours per pay period based on 26 pay periods. An employee who is going to be absent on sick leave shall contact his immediate supervisor with as much advance notice as possible (however, a minimum of two (2) hour notice is required). Employees may be required to furnish a verification of illness even for a one (1) day absence (if employee's record indicates a high usage of sick-leave and/or sick-leave use is higher before and after employee's scheduled weekend) but normally only after an absence of three (3) consecutive days.
- B. Normally an employee eligible for such leave with pay will be granted such leave for the following reasons:
 - 1) Personal illness or incapacity.
 - 2) Illness of a member or the employee's household or immediate family (spouse and/or children) that requires the employee's personal care and attendance, not to exceed ten (10) days in any one (1) calendar year.
- C. Sick leave shall not be cashed out or given to any employee in cash when an employee resigns, or is terminated or retires
- D. Unused Sick Leave Credit/Time In Service: Eligible employees may have unused sick leave credits (accumulated hours) converted to CalPERS time "In-Service" as provided in the City/CalPERS Retirement contract,

- E. Conversion of sick leave hours to medical insurance premiums for retirees is not an available benefit to employees hired after July 1, 2014.
- F. Extension beyond age 65 of eligibility for payment of health insurance premiums based on unused sick leave: Employees who retire at age 65 shall be eligible to have unused sick leave credits hours converted to a cash equivalent value of 50% of 1,000 hours for the purpose reimbursement of payment by the employee of the premium requirement for a CalPERS health insurance program or a supplemental Medicare insurance program to the employee and his/her eligible spouse (per limits established above). Or Employee may convert ALL or a portion of these hours to the PERS "sick leave" conversion for retirement "service time". In the event said spouse or other eligible dependents are below age 65, the premium requirement for a conversion program shall be paid from the unused sick leave credits hours.

30. **RETIREMENT**

The benefit contract in effect between the City of Firebaugh and the Public Employees Retirement System (PERS) on behalf of eligible permanent full-time employees of this unit is 2.5% at age 55. This is for all current classic members meaning those hired prior to January 1, 2013. The retirement formula for the classic employees shall not change.

- A. Classic Employees are paying full eight (8%) PERS contribution.
- B. All new employees hired on (OR AFTER) January 1, 2013 who have not been employed by a Public Employer with a PERS Retirement Plan shall be under the 2% @ 62 formulation unless they were employed by another PERS agency within that previous six months (and qualify under the PERS "Classic" Definition). Those employees will then be part of the same formula that is closest to formula as they were with their previous employer.
 - 1) All new employees hired under the new PERS formula and in line with the Public Employees' Pension Reform Act (PEPRA) shall pay 50% of normal cost or 8% of base salary, whichever is greater.
 - 2) All PERS contribution paid by the employees shall be paid on a pre-tax basis as per IRS code 414 (h).

31. **GRIEVANCE PROCEDURE**

"Employee Grievances" is in the City Personnel Rules and is incorporated herein by reference.

32. **DISCIPLINE PROCEDURE**

"Disciplinary Actions" is in the City Personnel Rules and is incorporated herein by reference.

33. **EDUCATION TUITION**

Any employee hired AFTER July 1, 2023, will receive up to \$1,000.00 for every 6 units. This must be approved by the Public Works Director.

Any employee hired BEFORE July 1, 2023, will maintain the existing language:

'It is the City's desire to provide reasonable encouragement to its employees in their efforts to improve proficiency in their present jobs and to prepare for advancement.

Therefore, the City will reimburse its employee the cost of tuition, books and supplies for all accredited course and seminars attended when the following criteria are met:

- A. *The course is relevant to City business and employee's position within the City,*
- B. *A minimum grade of "C" or its equivalent is obtained; and*
- C. *Approval from the City Manager is obtained prior to the beginning of the course.'*

34. **BEREAVEMENT LEAVE**

"Bereavement Leave" is in the City Personnel Rules and is incorporated herein by reference.

35. **JURY DUTY**

"Jury Duty" is in the City Personnel Rules and is incorporated herein by reference.

36. **VOTING**

"Voting" is in the City Personnel Rules and is incorporated herein by reference.

37. **LEAVE OF ABSENCE**

"Personal Leave of Without Pay"

"Family and Medical Care Leave", and

"Military Leave" are in the City's Personnel Rules and is incorporated herein by reference.

38. **WORKER'S COMPENSATION**

"Workers' Compensation" is in the City Personnel Rules and is incorporated herein by reference.

39. **CITY'S PERSONNEL RULES**

Both parties have had the opportunity to meet, review and accept the City's updated Personnel Rules which are incorporated herein by reference. If, there is a conflict between this MOU and the Rules, the MOU will control and be followed.

40. **CONCLUSIVENESS**

- A. The City and Association agree that to the extent that any provision addressing wages, hours, and terms and conditions of employment negotiable under the Meyers-Milias-Brown Act found outside this MOU and are in conflict thereof, this MOU shall prevail.
- B. If, during the term of the MOU, the parties should mutually agree to modify, amend, or alter the provisions of this MOU in any respect, any such change shall be effective only if and when reduced to writing and executed by the authorized representatives of the City and the Union. Any such changes shall validly become part of the MOU and be subject to its terms.
- C. During the life of the MOU, shall either party desire to meet and confer as to matters within the MOU or as to matters not addressed in the MOU, but within the scope of representation, such party shall request in writing its desire. The responding party may meet and confer with the requesting party, but is not obligated to per this MOU.
- D. The City's Personnel Rules and Employee Handbook and any other handbooks and/or policy manuals referenced in this MOU may require changes which must be presented to the Union for review. The City and Union shall meet and confer on those changes.

41. **ASSOCIATION RIGHTS**

The Association shall have the following rights and responsibilities:

- A. The City agrees not interfere with nor discriminate in any way against any employee by reason of his/her membership in the Union actively required by this MOU.

- B. The City agrees not to intimidate any employee; nor attempt to restrain any employee, nor in any way limit the full and free expression of any employee's right to participate in the Union's lawful activities.
- C. The City shall deduct the dues or service fee upon proper authorization by Association members.
 - 1) If a member desires the City to deduct his/her dues or service fee from his/her paycheck, a deduction authorization shall be made upon a Dues Deduction Authorization Form.
 - 2) A dues or service fee authorization may be revoked by a member and the dues or service fee deduction canceled only during the last two months of the contract.
 - 3) The member's earnings must be sufficient after other legal and required deductions are made to cover the amount of the deduction authorized. When a member is in a non-pay status for an entire pay period, no deduction shall be made from future earnings to cover that pay period, nor will the member deposit with the Controller the amount which would have been deducted if the member had been in a pay status during that period. In the case of a period when the salary is not sufficient to cover other legal and required deductions, no deduction or deposit shall be made.
 - 4) The deduction check covering all such deductions shall be transmitted to the Union at least once monthly and made payable to: Operating Engineer's Local Union No. 3; 1620 S. Loop Rd. Alameda, CA 94502-7090
 - 5) Reasonable advance notice of any City ordinance, rule resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the Council. Reasonable access to employee work locations, with prior Department Head and City Manager notification, for employees of the Association and their officially designated representatives for the purpose of processing grievance or contacting members of the organization concerning business within the normal operations of any department or with established safety or security requirements.

42. **CITY MANAGEMENT RIGHTS**

- A. Notwithstanding any of the items agreed to herein, nothing in this MOU is intended to limit the management rights of the City.
- B. These include, but are not limited to:
 - 1) Direct the work of its employees.
 - 2) Hire, fire, promote, transfer, assign, reassign, and classify employees with the City.
 - 3) Discipline employees for proper cause and in accordance with the City of Firebaugh Personnel Rules.
 - 4) Take any actions deemed necessary to carry out the mission of the City in emergencies.
 - 5) Determine the methods, means and the personnel necessary, by which operations of the City are to be carried on.
 - 6) Determine its budget, policies of the City, organization, merits, necessity and level of service or any activity provided to the public.
 - 7) The provisions of the City of Firebaugh's Personnel Policies Rules shall apply except to the extent such parties are otherwise provided for in this MOU.

43. **ELIMINATION OF RESTRICTION TO SUB-CONTRACT WORK THAT COULD BE PERFORMED BY CITY EMPLOYEES.**

The City retains the option of contracting of work that needs to be performed but, City staff does/may not have the man-power, time or the equipment to properly do the work, this includes but not limited to, any services required for the City.

44. **SAVINGS CLAUSE**

- A. If any provision of this MOU should be found invalid, unconstitutional, unlawful, or unenforceable by reason of any existing or subsequently enacted constitutional or legislative provision or by final judicial authority, the offending provision shall be severed, and all other provisions of this MOU shall remain in full force and effect for the duration of this MOU.
- B. In the event that any provision of MOU should be found invalid, unconstitutional, unlawful or unenforceable, the City and Union agree to meet and confer in a timely manner in an attempt to negotiate substitute provisions. Such negotiations shall apply only to the severed provisions of this MOU and shall not in any way modify or impact the remaining provisions of the existing MOU.

45. **SUPERSEDES PREVIOUS DOCUMENTS**

This document supersedes all previous City documents related to labor relationship between the City and its employees and the City, the Association and the Union which are governed by Chapter 10 of Division 4 of Title 1 of the Government Code (Section 3500 et seq., commonly known as the Meyers-Milias-Brown Act). Furthermore, if areas of the City's Employee Policy Handbook are in conflict with this document, the provisions of this document shall apply and supersede the Policy Handbook.

46. **STATEMENT OF CONTINUING BENEFITS AND WORKING CONDITIONS**

Benefits and working conditions as were previously agreed upon through the Meet and Confer process, and subsequently approved and implemented by appropriate authority, shall, unless herein expressly modified or eliminated, remain in effect until such time as they are subsequently modified or eliminated through the Meet and Confer process and similarly approved by appropriate authority.

47. **TERM OF MOU**

The term of the MOU shall commence on July 1, 2023 and expire on June 30, 2025, unless otherwise agreed in writing between the parties.

48. **RECOMMENDATION OF REPRESENTATIVES**

The representatives of the City and the representative of the Union, having met and conferred in good faith, have mutually agreed to recommend to the Firebaugh City Council and the general membership of the Union, that this MOU be adopted and ratified and that the wages, hours and other terms and conditions set forth herein be implemented.

EXHIBIT 1 SALARY SCHEDULES

CITY OF FIREBAUGH - Public Works/FMEA

8% Increase

Salary Schedule for Fiscal Year July 1, 2023 - Fiscal Year Ending June 30, 2024

Position	Range		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Utility Maintenance Worker I	35	Hourly	17,825.6	18,716.9	19,652.8	20,635.4	21,667.2	22,750.5	23,888.1
		Bi-Weekly	1,426.0514	1,497.3539	1,572.2216	1,650.8327	1,733.3743	1,820.0430	1,911.0452
		Monthly	3,089.7779	3,244.2668	3,406.4802	3,576.8042	3,755.6444	3,943.4266	4,140.5979
		Annual	37,077.3351	38,931.2019	40,877.7620	42,921.6501	45,067.7326	47,321.1192	49,687.1752
Utility Maintenance Worker II	38	Hourly	19,252.3	20,214.9	21,225.6	22,286.9	23,401.3	24,571.3	25,799.9
		Bi-Weekly	1,540.1825	1,617.1916	1,698.0512	1,782.9538	1,872.1015	1,965.7066	2,063.9919
		Monthly	3,337.0621	3,503.9152	3,679.1110	3,863.0665	4,056.2199	4,259.0309	4,471.9824
		Annual	40,044.7456	42,046.9828	44,149.3320	46,356.7986	48,674.6385	51,108.3704	53,663.7889
Utility Maintenance Worker III	43	Hourly	21,782.0	22,871.1	24,014.6	25,215.4	26,476.1	27,800.0	29,190.0
		Bi-Weekly	1,742.5594	1,829.6874	1,921.1718	2,017.2304	2,118.0919	2,223.9965	2,335.1963
		Monthly	3,775.5455	3,964.3227	4,162.5389	4,370.6658	4,589.1991	4,818.6591	5,059.5920
		Annual	45,306.5457	47,571.8729	49,950.4666	52,447.9899	55,070.3894	57,823.9089	60,715.1043
Equipment Mechanic	46	Hourly	23,399.8	24,569.8	25,798.3	27,088.2	28,442.6	29,864.8	31,358.0
		Bi-Weekly	1,871.9865	1,965.5859	2,063.8652	2,167.0584	2,275.4113	2,389.1819	2,508.6410
		Monthly	4,055.9709	4,258.7694	4,471.7079	4,695.2933	4,930.0579	5,176.5608	5,435.3889
		Annual	48,671.6502	51,105.2328	53,660.4944	56,343.5191	59,160.6951	62,118.7298	65,224.6663
Utility Maintenance Crew Leader	47	Hourly	24,002.8	25,203.0	26,463.1	27,786.3	29,175.6	30,634.4	32,166.1
		Bi-Weekly	1,920.2276	2,016.2389	2,117.0509	2,222.9034	2,334.0486	2,450.7510	2,573.2886
		Monthly	4,160.4930	4,368.5177	4,586.9436	4,816.2908	5,057.1053	5,309.9606	5,575.4586
		Annual	49,925.9165	52,422.2123	55,043.3229	57,795.4891	60,685.2635	63,719.5267	66,905.5030
Facilities Custodian	36	Hourly	18,296.3	19,211.1	20,171.7	21,180.2	22,239.2	23,351.2	24,518.8
		Bi-Weekly	1,463.7029	1,536.8880	1,613.7324	1,694.4190	1,779.1400	1,868.0970	1,961.5018
		Monthly	3,171.3562	3,329.9240	3,496.4202	3,671.2412	3,854.8033	4,047.5435	4,249.9206
		Annual	38,056.2747	39,959.0884	41,957.0428	44,054.8950	46,257.6397	48,570.5217	50,999.0478

CITY OF FIREBAUGH - Public Works/FMEA

4% Increase

Salary Schedule for Fiscal Year July 1, 2024 - Fiscal Year Ending June 30, 2025

Position	Range		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Utility Maintenance Worker I	35	Hourly	18,5387	19,4656	20,4389	21,4608	22,5339	23,6606	24,8436
		Bi-Weekly	1,483.0934	1,557.2481	1,635.1105	1,716.8660	1,802.7093	1,892.8448	1,987.4870
		Monthly	3,213.3690	3,374.0375	3,542.7394	3,719.8763	3,905.8702	4,101.1637	4,306.2218
		Annual	38,560.4285	40,488.4500	42,512.8725	44,638.5161	46,870.4419	49,213.9640	51,674.6622
Utility Maintenance Worker II	38	Hourly	20,0224	21,0235	22,0747	23,1784	24,3373	25,5542	26,8319
		Bi-Weekly	1,601.7898	1,681.8793	1,765.9733	1,854.2719	1,946.9855	2,044.3348	2,146.5516
		Monthly	3,470.5446	3,644.0718	3,826.2754	4,017.5892	4,218.4687	4,429.3921	4,650.8617
		Annual	41,646.5354	43,728.8621	45,915.3053	48,211.0705	50,621.6240	53,152.7052	55,810.3405
Utility Maintenance Worker III	43	Hourly	22,6533	23,7859	24,9752	26,2240	27,5352	28,9120	30,3576
		Bi-Weekly	1,812.2618	1,902.8749	1,998.0187	2,097.9196	2,202.8156	2,312.9564	2,428.6042
		Monthly	3,926.5673	4,122.8957	4,329.0404	4,545.4925	4,772.7671	5,011.4054	5,261.9757
		Annual	47,118.8075	49,474.7479	51,948.4853	54,545.9095	57,273.2050	60,136.8652	63,143.7085
Equipment Mechanic	46	Hourly	24,3358	25,5526	26,8302	28,1718	29,5803	31,0594	32,6123
		Bi-Weekly	1,946.8660	2,044.2093	2,146.4198	2,253.7408	2,366.4278	2,484.7492	2,608.9867
		Monthly	4,218.2097	4,429.1202	4,650.5762	4,883.1050	5,127.2602	5,383.6233	5,652.8044
		Annual	50,618.5163	53,149.4421	55,806.9142	58,597.2599	61,527.1229	64,603.4790	67,833.6530
Utility Maintenance Crew Leader	47	Hourly	24,9630	26,2111	27,5217	28,8977	30,3426	31,8598	33,4528
		Bi-Weekly	1,997.0367	2,096.8885	2,201.7329	2,311.8196	2,427.4105	2,548.7811	2,676.2201
		Monthly	4,326.9128	4,543.2584	4,770.4213	5,008.9424	5,259.3895	5,522.3590	5,798.4769
		Annual	51,922.9531	54,519.1008	57,245.0558	60,107.3086	63,112.6741	66,268.3078	69,581.7232
Facilities Custodian	36	Hourly	19,0281	19,9795	20,9785	22,0274	23,1288	24,2853	25,4995
		Bi-Weekly	1,522.2510	1,598.3635	1,678.2817	1,762.1958	1,850.3056	1,942.8209	2,039.9619
		Monthly	3,298.2105	3,463.1210	3,636.2770	3,818.0909	4,008.9954	4,209.4452	4,419.9175
		Annual	39,578.5257	41,557.4519	43,635.3245	45,817.0908	48,107.9453	50,513.3426	53,039.0097

CITY OF FIREBAUGH - Public Works/FMEA

8% Increase

Salary Schedule for Fiscal Year July 1, 2023 - Fiscal Year Ending June 30, 2024

Water & Waste Water Operators

Position	Range		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Water/Sewer Operator Trainee*		Hourly	19,237.6	20,199.5	21,209.4	22,269.9			
		Bi-Week	1,539.0059	1,615.9562	1,696.7540	1,781.5917			
		Monthly	3,334.5128	3,501.2384	3,676.3004	3,860.1154			
		Annual	40,014.1537	42,014.8613	44,115.6044	46,321.3846			
Water/Sewer Operator I		Hourly	22,840.9	23,983.0	25,182.1	26,441.2	27,763.3	29,151.5	30,609.0
		Bi-Week	1,827.2754	1,918.6391	2,014.5711	2,115.2996	2,221.0646	2,332.1179	2,448.7238
		Monthly	3,959.0966	4,157.0515	4,364.9040	4,583.1492	4,812.3067	5,052.9220	5,305.5681
		Annual	47,509.1596	49,884.6175	52,378.8484	54,997.7908	57,747.6804	60,635.0644	63,666.8176
Water/Sewer Operator II		Hourly	25,179.5	26,438.4	27,760.3	29,148.4	30,605.8	32,136.1	33,742.9
		Bi-Week	2,014.3564	2,115.0742	2,220.8279	2,331.8693	2,448.4627	2,570.8859	2,699.4302
		Monthly	4,364.4388	4,582.6607	4,811.7938	5,052.3834	5,305.0026	5,570.2528	5,848.7654
		Annual	52,373.2654	54,991.9287	57,741.5251	60,628.6014	63,660.0314	66,843.0330	70,185.1847
Water/Sewer Lead Operator		Hourly	32,136.2	33,743.0	35,430.1	37,201.6	39,061.7	41,014.8	43,065.5
		Bi-Week	2,570.8929	2,699.4375	2,834.4094	2,976.1299	3,124.9364	3,281.1832	3,445.2424
		Monthly	5,570.2680	5,848.7814	6,141.2204	6,448.2814	6,770.6955	7,109.2303	7,464.6918
		Annual	66,843.2155	70,185.3763	73,694.6451	77,379.3773	81,248.3462	85,310.7635	89,576.3017

* Must have a Grade I in Water & Sewer by the end of the third year.

* Steps Effective Per Conditions in Approved MOU - For Step 4 Water /Sewer Operator Trainee ONLY

* Steps Effective Per Conditions in Approved MOU

CITY OF FIREBAUGH - Public Works/FMEA

4% Increase

Salary Schedule for Fiscal Year July 1, 2024 - Fiscal Year Ending June 30, 2025

Water & Waste Water Operators

Position	Range		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Water/Sewer Operator Trainee*		Hourly	20,007.1	21,007.4	22,057.8	23,160.7			
		Bi-Week	1,600.5661	1,680.5945	1,764.6242	1,852.8554			
		Monthly	3,467.8933	3,641.2880	3,823.3524	4,014.5200			
		Annual	41,614.7198	43,695.4558	45,880.2286	48,174.2400			
Water/Sewer Operator I		Hourly	23,754.6	24,942.3	26,189.4	27,498.9	28,873.8	30,317.5	31,833.4
		Bi-Week	1,900.3664	1,995.3847	2,095.1539	2,199.9116	2,309.9072	2,425.4026	2,546.6727
		Monthly	4,117.4605	4,323.3335	4,539.5002	4,766.4752	5,004.7990	5,255.0389	5,517.7909
		Annual	49,409.5259	51,880.0022	54,474.0024	57,197.7025	60,057.5876	63,060.4670	66,213.4903
Water/Sewer Operator II		Hourly	26,186.6	27,496.0	28,870.8	30,314.3	31,830.0	33,421.5	35,092.6
		Bi-Week	2,094.9306	2,199.6771	2,309.6610	2,425.1441	2,546.4013	2,673.7213	2,807.4074
		Monthly	4,539.0163	4,765.9672	5,004.2655	5,254.4788	5,517.2027	5,793.0629	6,082.7160
		Annual	54,468.1960	57,191.6058	60,051.1861	63,053.7454	66,206.4327	69,516.7543	72,992.5920
Water/Sewer Lead Operator		Hourly	33,421.6	35,092.7	36,847.3	38,689.7	40,624.2	42,655.4	44,788.2
		Bi-Week	2,673.7286	2,807.4151	2,947.7858	3,095.1751	3,249.9338	3,412.4305	3,583.0521
		Monthly	5,793.0787	6,082.7326	6,386.8692	6,706.2127	7,041.5233	7,393.5995	7,763.2795
		Annual	69,516.9441	72,992.7913	76,642.4309	80,474.5524	84,498.2800	88,723.1941	93,159.3538

* Must have a Grade I in Water & Sewer by the end of the third year.

* Steps Effective Per Conditions in Approved MOU - For Step 4 Water /Sewer Operator Trainee ONLY

* Steps Effective Per Conditions in Approved MOU

CITYOFFIREBAUGH

Benjamin Gallegos, City Manager

Date

Christina G. Di Filippo, City Attorney

Date

FIREBAUGHMISCELLANEOUSEMPLOYEESASSOCIATION

Noah Marquez, Bargaining Team Member

Date

OPERATINGENGINEERSLOCALUNIONNO.3AFL-CIO

Allen Dunbar, Business Representative

Date

RESOLUTION NO. 23-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE FIREBAUGH POLICE OFFICERS ASSOCIATION AND APPROVING RELATED SALARY SCHEDULES

WHEREAS, the current Memorandum of Understanding between the City and the Firebaugh Police Officers Association will terminate on June 30, 2025; and

WHEREAS, a new Memorandum of Understanding has been prepared which sets forth the employment terms and conditions of the City and the Firebaugh Police Officers Association, and is attached hereto as Exhibit “A” and is incorporated herein by this reference; and

WHEREAS, a corresponding Salary Schedule has been prepared, and is attached hereto as Exhibit “B” is incorporated herein by this reference; and

WHEREAS, the Firebaugh City Council has carefully considered all of the facts and circumstances relating to the implementation of the new Memorandum of Understanding and corresponding Salary Schedules.

NOW, THEREFORE, be it resolved by the City Council of the City of Firebaugh as follows:

1. The recitals set forth above are true and correct as of the date this Resolution is adopted.
2. The Memorandum of Understanding, attached hereto as Exhibit “A,” is hereby approved.
3. The Salary Schedule, attached hereto as Exhibit “B,” is hereby approved.
4. The City Manager and staff are hereby authorized to carry out the purposes and activities described in the Memorandum of Understanding.
5. This Resolution shall be effective immediately upon adoption.

The foregoing Resolution was approved and adopted at a regular meeting of the City Council of the City of Firebaugh held on the 17th day of June, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

ATTEST:

Felipe Perez, Mayor

Rita Lozano, Deputy City Clerk

EXHIBIT “A”



MEMORANDUM OF UNDERSTANDING

Between the CITY OF FIREBAUGH and the
FIREBAUGH POLICE OFFICERS ASSOCIATION

Terms and Conditions

Represented By:

Operating Engineers Local No. 3 AFL-CIO

Effective July 1, 2023 – June 30, 2025

Table of Contents

1. <u>PREAMBLE</u>	1
2. <u>RECOGNITION</u>	1
3. <u>PURPOSE</u>	1
4. <u>FULL FORCE AND EFFECT</u>	2
5. <u>COMMUNICATION WITH EMPLOYEES</u>	2
6. <u>ADVANCE NOTICE</u>	2
7. <u>REPRESENTATIVE OF THE UNION</u>	2
8. <u>ACCESS TO PERSONNEL FILES</u>	2
9. <u>NOTICE OF LAYOFF</u>	2
10. <u>SAFETY RULES / REGULATIONS / LOSS</u>	2
11. <u>COMPENSATION</u>	3
12. <u>SALARIES</u>	3
13. <u>LONGEVITY PAY</u>	4
14. <u>INCENTIVE PAY AND RECOGNITION OF CERTIFICATES</u>	4
15. <u>PERFORMANCE EVALUATION</u>	5
16. <u>HEALTH INSURANCE</u>	5
17. <u>DENTAL / VISION COVERAGE</u>	6
18. <u>RETIREMENT MEDICAL BENEFITS PUBLIC EMPLOYEES’ MEDICAL AND HOSPITAL CARE ACT (PEMHCA)</u>	6
19. <u>SICK LEAVE CONVERSION FOR MEDICAL PREMIUM</u>	6
20. <u>CURRENT RETIREES (Retirement Prior To June 30, 2014)</u>	6
21. <u>TRAINING</u>	6
22. <u>MILEAGE REIMBURSEMENT</u>	7
23. <u>WORKDAY AND OVERTIME</u>	7
24. <u>SAFETY EQUIPMENT</u>	7

25. <u>CITY PROPERTY REPLACEMENTS</u>	7
26. <u>UNIFORMS</u>	8
27. <u>ADMINISTRATION OF COMPENSATION PLAN</u>	8
28. <u>VACATION</u>	9
29. <u>VACATION TIME CASH OUT OF UP TO FORTY (40) HOURS</u> <u>PER FISCAL YEAR</u>	9
30. <u>HOLIDAYS</u>	9
31. <u>SICK LEAVE</u>	10
32. <u>RETIREMENT</u>	11
33. <u>PEACE OFFICER’S RIGHTS</u>	11
34. <u>GRIEVANCE PROCEDURES</u>	11
35. <u>DISCIPLINARY PROCEDURES</u>	11
36. <u>EDUCATION DEVELOPMENT</u>	11
37. <u>BEREAVEMENT LEAVE</u>	12
38. <u>JURY DUTY</u>	12
39. <u>VOTING</u>	12
40. <u>LEAVES OF ABSENCE</u>	12
41. <u>WORKERS’ COMPENSATION</u>	12
42. <u>CITY PERSONNEL RULES</u>	12
43. <u>CONCLUSIVENESS</u>	12
44. <u>ASSOCIATION RIGHTS</u>	12
45. <u>CITY MANAGEMENT RIGHTS</u>	13
46. <u>SAVINGS CLAUSE</u>	13
47. <u>SUPERSEDES PREVIOUS DOCUMENTS</u>	14
48. <u>STATEMENT OF CONTINUING BENEFITS</u> <u>AND WORKING CONDITIONS</u>	14

49. <u>TERM OF MOU</u>	14
50. <u>RECOMMENDATION OF REPRESENTATIVES</u>	14
<u>EXHIBIT “B” SALARY SCHEDULES</u>	15

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**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF FIREBAUGH
AND FIREBAUGH POLICE OFFICERS ASSOCIATION
July 1, 2023 - - June 30, 2025**

1. PREAMBLE

This Memorandum of Understanding (MOU) represents the mutual agreement between the City of Firebaugh management, hereinafter referred to as the "City," and the Firebaugh Police Officer Association (FPOA), hereinafter referred to the "Association", and Operating Engineers Local Union No. 3 (OE3), hereinafter referred to as the "Union", pursuant to California Government code, Section 3500 et seq., (commonly known as the Meyers-Milias-Brown Act).

The legal relationship between the City and the Association, and the Union is governed by Chapter 10 of Division 4 of Title 1 of the Government Code (Section 3500 et seq., commonly known as the Meyers-Milias-Brown Act). In the event of conflict between the Meyers-Milias- Brown Act and any local City Ordinance, resolution or other regulation, the Meyers-Milias-Brown Act shall govern.

2. RECOGNITION

A. The City acknowledges the Union, representing the Association, as the sole and exclusive bargaining agent, for the purpose of establishing wages, hours, and working conditions of employment, for all regular employees of the Firebaugh Police Department including the classifications below:

1. Sergeant
2. Police Corporal
3. Police Officer
4. Lead Dispatcher
5. Dispatcher I
6. Community Services Officer
7. Records Supervisor
8. Code Enforcement / Animal Control Officer

B. The police unit shall be permanent full-time employees of the City of Firebaugh Police Department below management level. Management level shall be considered to include the rank of Lieutenant and higher ranks, if budgeted, up to the Chief of Police. The provision of this MOU shall not apply to management-level employees. Employees who are employed under Federal, State, or specialized programs shall be represented only within the City of Firebaugh and these agencies.

C. The City, or its designees, the Association, or its designees and the Union or its representatives recognize and agree to deal with each other exclusively, on all matters relating to grievances, interpretation of this MOU, and any and all negotiations for the development of future MOU.

3. PURPOSE

The purpose of this MOU is to promote harmonious relations between the City and the Association; to establish an equitable and peaceful procedure for the resolution of differences; and to establish wages, hours of work, and other terms and conditions of employment.

4. **FULL FORCE AND EFFECT**

- A. It is agreed that this MOU is not in force or effect until ratified and approved by Resolution hereby adopted by the City Council of the City of Firebaugh.
- B. All wages, hours, terms, and conditions of employment that are negotiable subjects of bargaining under the Meyers-Milias-Brown Act, including those set forth in the MOU, shall remain in full force and effect during the term of this MOU unless changed by mutual agreement.
- C. The City will abide by the Meyers-Milias-Brown Act where and when it applies to members of the Association.

5. **COMMUNICATION WITH EMPLOYEES**

Space shall be provided on the bulletin board located in the Police Station building, for posting of notices regarding official Union business.

6. **ADVANCE NOTICE**

The City shall provide the Union reasonable advance notice when an action is directly relating to matters within the scope of representation that is being proposed to City Council for their consideration. The City shall give the Union the opportunity to meet with the appropriate management representatives prior to adoption.

7. **REPRESENTATIVE OF THE UNION**

An authorized representative of the Union shall be allowed to visit the work location, with reasonable, prior notification of City Manager or Department Head. Casual drop by visits are allowed with the understanding that official business meetings are to be noticed by phone or e- mail prior to the meeting. Visits shall be reasonable and Union representative shall not interfere with the normal conduct of work. Union meetings shall be held during lunch (with a maximum of 30 minutes allowed) or after normal working hours.

8. **ACCESS TO PERSONNEL FILES**

An employee shall have access to his/her personnel file upon a request made to the personnel officer. An employee's authorized Union representative shall have access to the employee's personnel file upon written authorization from said employee. Nothing shall be placed in an employee's personnel file without his/her knowledge. An authorized City employee shall observe but not interfere with the review. The reviewing employee and/or the employee's representative may take notes and the employee shall be allowed to have a copy made of the file in accordance with California Codes.

9. **NOTICE OF LAYOFF**

Before an employee is laid off, the employee and the Union shall be notified in writing of such action at least thirty (30) days prior to the effective date of layoff.

10. **SAFETY RULES/REGULATIONS/LOSS**

- A. Both the City and the Union shall expend every effort to ensure that work is performed with a maximum degree of safety, consistent with the requirements to conduct efficient operations.
- B. The City and each employee covered by this MOU agree to comply with all safety rules and regulations in effect and any subsequent rules and regulations that may be adopted. Employees further agree that they will report all accidents and safety hazards immediately. The City shall remedy any reported safety hazard immediately. Any employee having knowledge of, or who is a witness to an accident, shall, if requested, give full and truthful testimony as to same.

- C. The City shall continue to supply employees with legally required safety equipment. All employees shall use City supplied safety equipment for the purposes and uses specified under applicable safety rules and regulations.

11. **COMPENSATION**

- A. **Pay Period:** The Standard Pay Period is two weeks (14 calendar days). (The standard work period is 40 forty hours worked in a calendar week but subject to call out at any time.) The usual workday is 8 hours.
- B. **Breaks:** Employees shall be entitled to two (2) fifteen (15) minute breaks, one (1) before lunch break and the second an hour before workday is over.
- C. **Overtime:** Any employee who works in excess of eight (8) hours per day or forty (40) hours per week shall be paid one and one-half (1 ½) times their regular hourly rate for all hours worked in excess eight (8) hours per day or forty (40) hours in one week. All hours over 12 hours per day shall be compensated at double time. All paid leave (vacation and holiday) is considered time worked. The workweek will be established by direction of the Department Head and may be changed from time to time. Individual workweek designations may be established for each job position at the discretion of the Department Head.
- D. **Authorization:** All overtime worked shall be authorized and ordered in advance by the Department Head or his/her designee. However, if prior authorization for overtime work is not possible because of emergency conditions, a confirming authorization shall be made by the Department Head or his/her designee on the next regular business day after such work is performed.
- E. **Sick Leave Related to Overtime:** Employee shall not be eligible for overtime pay if employee's workweek (either via actual hours worked and/or vacation time does not exceed 40 hours per the week in question). Therefore, if employee is ill or off on sick leave this time is not calculated as work hours; unless such hours exceed eight (8) actual hours worked in the day.
- F. **Reporting:** Each employee shall make a written report of all overtime worked and each department shall keep an accurate record of overtime worked by employees in the department. No changes shall be made in the overtime as reported by the employee unless the proposed changes and the reasons therefore are first discussed with the employee and the Department Head. If the employee is not available to discuss changes prior to processing payroll, changes may be made by the department head to expedite the payroll process. Any changes made will be discussed with the employee at the earliest availability of that employee. If the employee disputes changes and the employee to support his/her original claim to the satisfaction of the Police Chief can provide justification and or documentation; a corrected payroll check will be issued with all payroll records adjusted accordingly.

12. **SALARIES**

- A. Police Officers will receive the following increases on July 1st of every fiscal year from July 1, 2023 through June 30, 2025. (See Exhibit "1", which is incorporated herein by this reference).
 - 1) July 1, 2023– 8% Increase
 - 2) July 1, 2024 – 4% Increase

- B. Dispatch / Community Service Officer will receive the following increases on July 1st of every fiscal year from July 1, 2023 - through June 30, 2025. (See Exhibit “1”).
- C. Dispatchers / Community Service Officer
 - 1) July 1, 2023 – 9% Increase
 - 2) July 1, 2024 – 4% Increase
 - 3)
- D. Lead Dispatcher
 - 1) July 1, 2023 – 7% Increase
 - 2) July 1, 2024 – 4% Increase
- E. Records Supervisor
 - 1) July 1, 2024 – 4% Increase
- F. Code Enforcement / Animal Control Officer
 - 1) July 1, 2024 – 4% Increase

Step Increases:

Step increase will apply only when Employee is eligible to move to next salary step per employee merit anniversary date.

13. **LONGEVITY PAY**

- A. Longevity Pay Program is provided for Association employees as outlined below. However, no employee who is currently receiving Longevity Pay will be reduce in pay.
- B. At the 10 year employment anniversary date, and at each five (5) year increment of employment, employee will be given a raise of 2.5% of that employee’s existing base salary.
- C. Employees hired after July 1, 2014 are not eligible to earn Longevity Pay.

14. **INCENTIVE PAY AND RECOGNITION OF CERTIFICATES**

A. **BILINGUAL PAY**

- 1) After one (1) year of employment. Employee will be eligible for Bilingual Pay.
- 2) Oral Exams to be provided by CPS HR Consulting. Oral Law Enforcement Exam Spanish/English (B645A).
- 3) Tier payments of:
 - a. \$125.00, Score 90% or better
 - b. \$100.00, Score between 89% - 80%
 - c. \$75.00, Score between 79% - 70%.
- 4) The above referenced Bilingual Exam will be offered once per year if Association employee requests such exam. City will administer exam within 45-days of request. Individual employees will be allowed one (1) test per fiscal year. If the employee is unsuccessful on the Bilingual Exam and chooses to take the exam an additional time, when the City offers the exam the following fiscal year, that employee must pay for his/her portion of the exam.

B. FIELD TRAINING OFFICER PAY

Officers assigned this duty, to be paid 5% of their base salary, shall only apply to full time officers, and not reserve officers in training.

C. K-9 OFFICER PAY

Officers assigned this duty, to be paid 5% of their base salary, shall only apply to full time officers.

15. PERFORMANCE EVALUATION

- A. During the probationary period an employee will undergo constant oral evaluation. A probationary employee will be evaluated in writing at the end of the first 60 days, again at 120 days and prior to the end of the probationary period. Employees will serve a probationary period of twelve (12) months for Non-Sworn employees and eighteen (18) months Sworn employees, shall receive their step increase in the first pay period after successful completion of the probationary period. If the Police Chief with agreement of the City Manager believes a second step would be in order, he may recommend and move to do so.
- B. Sworn Employee - However, employee is eligible to advance to next step on Schedule after one (1) year if satisfactory progress is being made. Permanent status is NOT granted until probationary period of 18 months is satisfactorily completed and passed and therefore no other terms associated with this MOU apply until such status is obtained.
- C. After probationary period, performance evaluations will be conducted at least once every twelve (12) months. After a satisfactory performance evaluation and upon the recommendation by the Department Head and approved by the City Manager, employee may receive a step raise.
- D. The City and Association agree that before an employee receives a step increase, he/she shall receive a satisfactory or above performance evaluation and recommendation for salary increase must be made on the employee by the Police Chief and approved by the City Manager.
- E. Should an employee be promoted and/or temporarily appointed into another classification, his/her salary shall increase by a minimum of five (5%) percent.

16. HEALTH INSURANCE

City shall provide full-time employees with a monthly medical benefit as identified below:

- A. The cost of the Monthly CalPERS Medical Premium: Of the four least expensive medical plans Employee will pay 20% of the Monthly Premium, and the City will pay 80% of Employee Monthly Premium per CalPERS Basic Premium Rates (Other Southern California – Region 2) * as determined by City.
- B. For Dependent Coverage City will pay 80% of Employee Monthly Premium and the Employee with pay 20% of the Employee Monthly Premium, approved CalPERS medical plan.
- C. If an employee chooses a medical plan, other than the four least expensive CalPERS plans, the employee will pay the difference between the fourth least expensive plan offered by CalPERS & the chosen plan. Ex. (City pay 80% of the fourth least expensive plan, Employee pays difference)
- D. Employees may decline health insurance offered by the City. If an employee waives coverage for himself or herself, he or she will have to show proof of coverage under another plan such as parent's

plan, a spouse's plan or Affordable Care Act. Employees who decline insurance is eligible for a \$300.00 monthly stipend with proof of health insurance. Employee must show proof of Insurance every year.

17. **DENTAL / VISION COVERAGE**

- A. No contribution by employee. For Dependent Coverage employee will pay 10% of monthly premium throughout the term of this MOU.
- B. Dental and vision change in coverage providers, the city must demonstrate to the bargaining unit that the following conditions have been met prior to making in changes in the plans:
 - 1) New carrier / provider's network of providers matches or exceeds current plan(s).
 - 2) New carrier / provider's benefits match or exceeds current plan(s).
 - 3) If these conditions are not met, the City and Association shall meet and confer to ensure Carriers offering plans are equal to or better than what is offered currently.

18. **RETIREMENT MEDICAL BENEFITS PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT (PEMHCA)**

The City will use the "unequal contribution" method for medical care premium payments for annuitants (retirees after June 30, 2014), as permitted under Govt. Code section 22892. Under this method the City is required annually to increase the total monthly annuitant health care contribution to equal an amount not less than the number of years the City has been in the PEMHCA program multiplied by five percent (5%) of the current monthly employer contribution for active employees until the time the City's Contribution for annuitant equals the City's PEMHCA contribution paid for active (Retirees before June 30, 2014) employees (\$350/mo.) is reached.

*PEMHCA Amount of \$347.77/month for those retiring after June 30, 2014 (percent increases 5% annually) or as set or modified per CalPERS.

19. **SICK LEAVE CONVERSION FOR MEDICAL PREMIUM**

Sick Leave Conversion to Medical Premium: to qualify employee must meet all of the following:

- A. Hired Before June 30, 2014.
- B. The employee has been covered by City selected medical insurance program for payment provided by the City for a continuous 5-year period immediately preceding such retirement; and the employee has been eligible to accumulate unused sick leave credit hours.
- C. Have accumulated 1,000 hours of sick leave; and
- D. Only if employee reaches this standard Employee may use 500 hours of time at current value and apply towards premium. Otherwise, employee may use 100% of all accumulated sick leave to apply to CalPERS "Time in Service Credit" for retirement formula calculations.

20. **CURRENT RETIREES (Retirement Prior to June 30, 2014)**

City will continue at the current City level of PEMHCA contribution (\$347.77/mo.) towards their Medical Coverage. Applies to all whom have retired before June 30, 2014.

21. **TRAINING**

The City agrees to send Police Officers / Dispatchers Employees to training, classes or schools to obtain required and/or mandated certificates and licenses to meet statute mandated certificates including state and

federal requirements. These classes will be on City time; however, no overtime will be applicable on days of exams. FLSA (Fair Labor Standard Act) shall apply after normal work schedule hours.

22. **MILEAGE REIMBURSEMENT**

IRS Standard Mileage Rates per IRS mileage (<https://www.irs.gov/tax-professionals/standard-mileage-rates/>)

23. **WORK DAY AND OVERTIME**

- A. *Workweek*: The regularly scheduled workweek shall be forty (40) hours with two (2) consecutive days off when working the 5/8 schedule. Two (2) days and 3 days consecutive days off when working the 5/9 schedule. Three (3) consecutive days off when working the 4/10 schedule. Three (3) days and four (4) days consecutive days off when working 4/12 schedule. Nothing in the changes listed in the MOU are intended to increase or reduce any obligation of the Association to work a forty (40) hour workweek. As approved by the Chief of Police.
- B. *Overtime*: Any time worked in excess of an employee's workday of eight (8) hours or ten (10) hours or scheduled workweek (40) hours depending on the scheduled workday(s).

24. **SAFETY EQUIPMENT**

- A. All sworn personnel shall, as soon as possible after the initial date of employment, receive City furnished safety equipment.
- B. Safety equipment shall include:
 - 1) Smith & Wesson MP40 service weapon & Holster
 - 2) 46 rounds of Ammunition
 - 3) Three ammunition magazines & Magazine Pouch
 - 4) Bulletproof Vest
 - 5) Aerosol Tear Gas (Pepper Spray) & Pouch
 - 6) Expandable Baton & Baton Holster
 - 7) Two Handcuffs and two handcuff cases
 - 8) Rechargeable Flashlight (Attached to patrol car)
 - 9) One duty belt and under belt
 - 10) Keeper Straps (4)
 - 11) Rain Gear (heavy duty law enforcement type rain coat)
 - 12) Riot Helmet with Face Shield
 - 13) Traffic reflective vest
 - 14) Kenwood portable radio and extended microphone
 - 15) CPR Mask
 - 16) Taser and Holster

25. **CITY PROPERTY / REPLACEMENTS**

- A. All safety equipment described in the MOU shall remain the property of the City and shall be returned to the City upon request or upon the employee's termination of employment.
- B. With the approval of the Police Chief and the City Manager the City shall replace all safety equipment described in the MOU on an as needed basis.
- C. If any equipment described in this MOU is lost or damaged by the employee, he/she shall pay appropriate repair or replacement costs. This does not include damage that occurs during the lawful exercise of the employee's duties.

26. **UNIFORMS**

- A. City is to purchase two (2) initial uniforms for Police Officer, upon being hired. Uniform will consist of one (1) long sleeve, one (1) short sleeve, and two (2) pants. In addition, new officer will be reimbursed \$100.00 toward purchase of uniform boots.
- B. After, employment of one (1) year, the City will begin to pay Police Officer's Uniform maintenance allowance of \$1,000 per year, equal to \$83.33 per month. Lead Dispatcher and Records Supervisors required to wear a uniform an allowance of sixty-five dollars (\$65) per month and to each dispatcher who is required to wear a uniform an allowance twenty-five dollars (\$25) per month.

27. **ADMINISTRATION OF COMPENSATION PLAN**

- A. Callback Time: Employees called back to work after working a regular work shift shall be paid a minimum of two (2) hours of pay and/or all additional time worked over two (2) hours. Call back will not apply if the regular work shift has been extended by management. All callback time worked shall be compensated in accordance with the overtime provision of this MOU.
- B. Court Time/ Standby: Employees placed on standby, either by the City or by the court or District Attorney (DA) office, shall be compensated at a rate of \$30.00 per day. Employee must be able to respond to Court within 1 hour of contact. Overtime will not be paid while on Standby.
 - 1) Court time shall be paid to employees at minimum of three (3) hours at the rate of time and one-half (1-1/2) when called to court, when overtime is applicable. These minimum hours shall not be in conflict with regular work hours, otherwise overtime is paid on an actual time worked basis. Standby pay will cease if called to court and paid for overtime.
 - 2) The Chief of Police and City Manager will determine Court appearances other than City cases.
- C. Training/School Time: Any time an employee is required by the Police Chief to attend either training or a specialized school, he/she shall be paid in accordance with the provision of this MOU.
- D. Out of Class: An employee who is required to perform the duties of a higher classification as required by the Police Chief and approved by City Manager shall receive an increase in his/her salary of five percent (5%) or the first step of out-of-class position, whichever is greater, commencing after the fifteenth (15th) consecutive working day worked out-of-class.
- E. Post Certificate Pay/College Incentive Pay: Compensation will be changed as follows:
 - 1) SWORN EMPLOYEES
 - a. Intermediate POST - One-Time Lump-Sum Amount of \$3,000
 - b. Advanced POST -One-Time Lump-Sum amount of \$4,000
 - 2) NON-SWORN EMPLOYEES
 - a. AA or AS Degree -One-Time Lump-Sum Amount of \$3,000
 - b. BA or BS Degree - One-Time Lump-Sum amount of \$4,000

Certification must be attained while employed with the City. An employee hired by City who already possesses such certification and/or degrees is not eligible for the "lump-sum" award.

28. **VACATION**

A. Employees covered by this unit shall earn vacation credits at the following rates:

Years of Service	Hours per annum
One to five years of service	80 hours per annum
Six years through ten years	96 hours per annum
Eleven years through fifteen years	120 hours per annum
Sixteen years through twenty years	144 hours per annum
Over twenty years	176 hours per annum

B. Vacation hours allowed on the books increase with time in service as increased vacation hours are earned annually: Employees will not earn additional vacation hours once they have reached the "**Maximum hours**" as indicated below.

Years of Service	Maximum Hours per annum
One to five years of service	120 hours per annum
Six years through ten years	144 hours per annum
Eleven years through fifteen years	180 hours per annum
Sixteen years through twenty years	216 hours per annum
Over twenty years	264 hours per annum

City may schedule vacation time if employee vacation book hours are reaching the allowable maximums. If employee exceeds the amount on the vacation hours on books for the allowable per category (i.e., 144 hours for 6-10 years) employee will NOT earn any additional time until he/she is below the maximum amount. Without violating the Maximum accrual vacation hour's policy, the City has the authority to schedule vacations according to workload, staffing and attempts to limit unscheduled time off and/or disruptions in the work schedule, and the undesirable possibility of employees reaching the Vacation Maximum hours and potentially not being able to accrual vacation time. When scheduling vacation blocks City will take into account: seniority, employee considerations and needs. However, City's scheduling decisions are final.

29. **VACATION TIME CASH OUT, MAXIMUM OF FORTY (40) HOURS PER FISCAL YEAR**

An employee of this bargaining unit may cash out, up to 40 hours of vacation time per fiscal year. Employee cashing out vacation must have a minimum of 80 hours of accrued vacation to for this benefit.

30. **HOLIDAYS**

The City shall have the right to require the employees to work on state and national holiday, and those employees shall be compensated as follows:

- A. Double time will be earned by each employee who is assigned to shift work and not provided a holiday during the workweek.
- B. Employees not assigned to shift work will earn Holiday Bank hours.
- C. Holiday pay will be paid on the exact day of holiday.
- D. Holiday Bank will be cashed when employee receives an increase.
- E. Holidays listed below will be observed during this MOU:

New Year's Day	Columbus Day
Martin Luther King's Birthday	Veteran's Day
Lincolns Birthday	Thanksgiving Day
Presidents Day	Friday after Thanksgiving
Friday before Easter (½ day)	Christmas Eve (½ day)
Memorial Day	Christmas Day
Independence Day	New Year's Eve (½ day)
Labor Day	

31. **SICK LEAVE**

All full-time employees earn sick leave at the rate of 12 sick days per year. Sick time is credited to the employee on a bi- weekly basis.

- A. Sick leave with pay shall be accrued at the rate of one (1) workday for each calendar month of service, 3.69 hours per pay period based on 26 pay periods. An employee who is going to be absent on sick leave shall contact his immediate supervisor with as much advance notice as possible (however, a minimum of two (2) hour notice is required). Employees may be required to furnish a verification of illness even for a one (1) day absence (if employee's record indicates a high usage of sick-leave and/or sick-leave use is higher before and after employee's scheduled weekend) but normally only after an absence of three (3) consecutive days.
- B. Normally an employee eligible for such leave with pay will be granted such leave for the following reasons:
 - 1) Personal illness or incapacity.
 - 2) Illness of a member or the employee's household or immediate family (spouse and/or children) that requires the employee's personal care and attendance, not to exceed ten (10) days in any one (1) calendar year.
- C. Sick leave shall not be cashed out or given to any employee in cash when an employee resigns, or is terminated or retires.
- D. Unused Sick Leave Credit/Time In Service: Eligible employees may have unused sick leave credits (accumulated hours) converted to CalPERS time "In-Service" as provided in the City/CalPERS Retirement contract,
- E. Conversion of sick leave hours to medical insurance premiums for retirees is not an available benefit to employees hired after July 1, 2014.
- F. Extension beyond age 65 of eligibility for payment of health insurance premiums based on unused sick leave: Employees who retire at age 65 shall be eligible to have unused sick leave credits hours converted to a cash equivalent value of 50% of 1,000 hours for the purpose reimbursement of payment by the employee of the premium requirement for a CalPERS health insurance program or a supplemental Medicare insurance program to the employee and his/her eligible spouse (per limits established above). Or Employee may convert ALL or a portion of these hours to the PERS "sick leave" conversion for retirement "service time". In the event said spouse or other eligible dependents are below age 65, the premium requirement for a conversion program shall be paid from the unused sick leave credits hours.

32. RETIREMENT

Upon retirement, an employee may continue medical coverage under the City's medical plan at the employee's sole expense if allowed by the City's medical provider, HMO or insurance carrier. The City will provide each employee access to a Section 457 Deferred Compensation Plan through PERS, with any and all contributions to be made at the discretion of the employee. Final compensation will be based upon the current PERS plan using the highest year earnings of PERS earning.

A. CalPERS Retirement Program Formulas

Miscellaneous Formula 2.5%@55	PEPRA Miscellaneous Formula 2%@62
Safety Police Formula 3%@55	PEPRA Safety Police 2.7% @ 57

State Law requires New CalPERS Formula for New Hires if they are new to CalPERS and/or previous employers had a different CalPERS retirement formula. Classic Plan applies to new employee hired before January 1, 2013 who previously were enrolled in a CalPERS Plan and have not been separated from their previous service for more than 6 months. City will conform to the Public Employees' Pension Reform Act of 2013 (PEPRA).

B. CalPERS Contribution: Classic Employees are paying full eight (8%) PERS contribution.

33. PEACE OFFICER'S RIGHTS

The City and employees covered by this MOU shall adhere to the provision of Government Code section 3300 through 3311, known as the Public Safety Officers Procedural Bill of Rights. Prior to any meeting with an employee involving disciplinary proceedings, or at any point during an interrogation or interview where disciplinary action becomes a possibility, the City shall advise the employee of his/her right to representation.

34. GRIEVANCE PROCEDURES

"Employee Grievances" is in the City's Personnel Rules and is incorporated herein by this reference.

35. DISCIPLINE PROCEDURE

"Disciplinary Actions" is in the City's Personnel Rules and is incorporated herein by reference.

36. EDUCATION TUITION

Any employee hired AFTER July 1, 2023, will receive up to \$1,000.00 for every 12 units. This must be approved by the City Manager.

Any employee hired BEFORE July 1, 2023, will maintain the existing language:

'It is the City's desire to provide reasonable encouragement to its employees in their efforts to improve proficiency in their present jobs and to prepare for advancement.'

Therefore, the City will reimburse its employees the cost of tuition, books and supplies for all accredited courses and seminars attended when the following criteria are met:

- A. *The course is relevant to City business and employee's position with the City;*
- B. *A minimum grade of "C" or its equivalent is obtained; and*
- C. *Approval from the City Manager is obtained prior to the beginning of the course.*
- D. *Must commit to work for the City for next three (3) years, following the completion of course or degree is obtained.*
- E. *Reimbursement of funds will be reimbursed when course of degree is obtained.*

37. **BEREAVEMENT LEAVE**

"Bereavement Leave" is in the City's Personnel Rules and is incorporated herein by this reference.

38. **JURY DUTY**

"Jury Duty" is in the City's Personnel Rules and is incorporated herein by this reference.

39. **VOTING**

"Voting" is in the City's Personnel Rules and is incorporated herein by this reference.

40. **LEAVE OF ABSENCE**

"Personal Leave without Pay,"

"Family and Medical Care Leave", and

"Military Leave" are in the City's Personnel Rules and are incorporated herein by this reference.

41. **WORKERS COMPENSATION**

"Workers' Compensation" is in the City's Personnel Rules and is incorporated herein by this reference.

42. **CITY PERSONNEL RULES**

Both parties have had the opportunity to meet, review and accept the City's updated Personnel Rules which are incorporated herein by reference. If, there is a conflict between this MOU and the Rules, the MOU will control and be followed.

43. **CONCLUSIVENESS**

- A. The City and Association agree that to the extent that any provision addressing wages, hours, and terms and conditions of employment negotiable under the Meyer-Milias-Brown Act found outside this MOU and are in conflict thereof, this MOU shall prevail.
- B. If, during the term of the MOU, the parties should mutually agree to modify, amend, or alter the provision of this MOU in any respect, any such change shall be effective only if and when reduced to writing and executed by the authorized representatives of the City and the Association. Any such changes shall validly become part of the MOU and subject to its terms.
- C. During the life of the MOU, should either party desire to meet and confer as to matters within the MOU or as to matters not addressed in the MOU, but within the scope of representation, such party shall request in writing its desire. The responding party may meet and confer with the requesting party, but is not obligated to per this MOU.
- D. The City's Personnel Rules and Employee Handbook and any other handbooks and/or policy manuals referenced in this MOU may require changes which must be presented to the Union for review. The City and Union shall meet and confer on those changes.

44. **ASSOCIATION RIGHTS**

The Association shall have the following rights and responsibilities:

- A. The City agrees not to interfere with nor discriminate in any way against any employee by reason of his/her membership in the Union actively required by this MOU.
- B. The City agrees not to intimidate any employee; nor attempt to restrain any employee, nor in any way limit the full and free expression of any employees' right to participate in the Union lawful activities.
- C. The City shall deduct the dues or service fee upon proper authorization by Association members.

- 1) If any member desires the City to deduct his/her dues or service fee from his/her paycheck, a deduction authorization shall be made upon a Dues Deduction Authorization Form.
- 2) A dues or service fee authorization may be revoked by a member and the dues or service fee deduction canceled only during the last two months of the contract.
- 3) The member's earnings must be sufficient after other legal and required deductions are made to cover the amount of the deduction authorized. When a member is in a non-pay status for an entire pay period, no deduction shall be made from future earnings to cover that pay period, nor will the member deposit with the Controller the amount which would have been deducted if the member had been in a pay status during that period. In the case of a period when the salary is not sufficient to cover other legal and required deductions, no deduction or deposit shall be made.
- 4) The deduction check covering all such deductions shall be transmitted to the Union at least once monthly and made payable to: Firebaugh Police Officers Association.
- 5) Reasonable advance notice of any City ordinance, rule resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the Council. Reasonable access to employee work locations, with prior Department Head and City Manager notification, for employees of the Association and their officially designated representatives for the purpose of processing grievance or contacting members of the organization concerning business within the normal operations of any department or with established safety or security requirements.

45. **CITY MANAGEMENT RIGHTS**

- A. Notwithstanding any of the items agreed to herein, nothing in this MOU is intended to limit the management rights of the City.
- B. These include, but are not limited to:
 - 1) Direct the work of its employees.
 - 2) Hire, promote, transfer, assign, reassign, and classify employees with the City.
 - 3) Discipline employees for proper cause and in accordance with the City of Firebaugh Personnel Rules.
 - 4) Take any actions deemed necessary to carry out the mission of the City in emergencies.
 - 5) Determine the methods, means and the personnel necessary, by which operations of the City are to be carried on.
 - 6) Determine its budget, policies of the City, organization, merits, necessity and level of service or any activity provided to the public.
 - 7) The provisions of the City of Firebaugh's Personnel Policies Rules shall apply except to the extent such parties are otherwise provided for in this MOU

46. **SAVING CLAUSE**

- A. If any provision of the MOU should be found invalid, unconstitutional, unlawful, or unenforceable by reason of any existing or subsequently enacted constitutional or legislative provision or by final judicial authority, the offending provision shall be severed, and all other provisions of the MOU shall remain in full force and effect for the duration of the MOU.

- B. In the event that any provision of the MOU should be found invalid, unconstitutional, unlawful or unenforceable, the City and the Union agree to meet and confer in a timely manner in an attempt to negotiate substitute provisions. Such negotiations shall apply only to the severed provisions of the MOU and shall not in any way modify or impact the remaining provisions of the existing MOU.

47. **SUPERSEDES PREVIOUS DOCUMENTS**

This document supersedes all previous City documents related to labor relationship between the City and its employees and the City, the Association and the Union which are governed by Chapter 10 of Division 4 of Title 1 of the Government Code (Section 3500 et seq., commonly known as the Meyers-Milias-Brown Act). Furthermore, if areas of the City's Employee Policy Handbook are in conflict with this document, the provisions of this document shall apply and supersede the Policy Handbook.

48. **STATEMENT OF CONTINUING BENEFITS AND WORKING CONDITIONS**

Benefits and working conditions as were previously agreed upon through the Meet and Confer process, and subsequently approved and implemented by appropriate authority, shall, unless herein expressly modified or eliminated, remain in effect until such time as they are subsequently modified or eliminated through the Meet and Confer process and similarly approved by appropriate authority.

49. **TERM OF MEMORANDUM**

The term of the MOU shall commence on July 1, 2023 - and expire on June 30, 2025, unless otherwise agreed in writing between the parties.

50. **RECOMMENDATION OF REPRESENTATIVES**

The representatives to the City and the representatives of the Union, having met and conferred in good faith, have mutually agreed to recommend to the Firebaugh City Council and the general membership of the Association, that this MOU be adopted and ratified and that the wages, hours and other terms and conditions set forth herein be implemented.

EXHIBIT “B” SALARY SCHEDULES

CITY OF FIREBAUGH Police Officer's Association

8% Increase

Salary Schedule for Fiscal Year July 1, 2023 - Fiscal Year Ending June 30, 2024

Position		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Police Sergeant	Hourly	30.1062	32.2137	34.4686	36.8814	39.4631	42.2255	45.1813
	Bi-Weekly	2,408.4974	2,577.0922	2,757.4886	2,950.5128	3,157.0487	3,378.0421	3,614.5051
	Monthly	5,218.4109	5,583.6997	5,974.5587	6,392.7778	6,840.2722	7,319.0913	7,831.4277
	Annual	62,620.9313	67,004.3965	71,694.7042	76,713.3335	82,083.2669	87,829.0956	93,977.1323
Police Corporal	Hourly	27.3610	29.2763	31.3256	33.5184	35.8647	38.3752	41.0615
	Bi-Weekly	2,188.8807	2,342.1023	2,506.0495	2,681.4730	2,869.1761	3,070.0184	3,284.9197
	Monthly	4,742.5748	5,074.5551	5,429.7739	5,809.8581	6,216.5482	6,651.7066	7,117.3260
	Annual	56,910.8982	60,894.6611	65,157.2873	69,718.2974	74,598.5783	79,820.4787	85,407.9123
Police Officer	Hourly	24.7719	26.5060	28.3614	30.3467	32.4709	34.7439	37.1760
	Bi-Weekly	1,981.7541	2,120.4769	2,268.9103	2,427.7340	2,597.6754	2,779.5126	2,974.0785
	Monthly	4,293.8005	4,594.3666	4,915.9722	5,260.0903	5,628.2966	6,022.2774	6,443.8368
	Annual	51,525.6063	55,132.3987	58,991.6666	63,121.0833	67,539.5591	72,267.3283	77,326.0412

CITY OF FIREBAUGH Police Officer's Association

4% Increase

Salary Schedule for Fiscal Year July 1, 2024 - Fiscal Year Ending June 30, 2025

Position		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Police Sergeant	Hourly	31.3105	33.5022	35.8474	38.3567	41.0416	43.9145	46.9886
	Bi-Weekly	2,504.8373	2,680.1759	2,867.7882	3,068.5333	3,283.3307	3,513.1638	3,759.0853
	Monthly	5,427.1474	5,807.0477	6,213.5410	6,648.4889	7,113.8831	7,611.8550	8,144.6848
	Annual	65,125.7686	69,684.5724	74,562.4924	79,781.8669	85,366.5976	91,342.2594	97,736.2176
Police Corporal	Hourly	28.4554	30.4473	32.5786	34.8591	37.2993	39.9102	42.7040
	Bi-Weekly	2,276.4359	2,435.7864	2,606.2915	2,788.7319	2,983.9431	3,192.8191	3,416.3165
	Monthly	4,932.2778	5,277.5373	5,646.9649	6,042.2524	6,465.2101	6,917.7748	7,402.0191
	Annual	59,187.3341	63,330.4475	67,763.5788	72,507.0293	77,582.5214	83,013.2979	88,824.2288
Police Officer	Hourly	25.7628	27.5662	29.4958	31.5605	33.7698	36.1337	38.6630
	Bi-Weekly	2,061.0243	2,205.2959	2,359.6667	2,524.8433	2,701.5824	2,890.6931	3,093.0416
	Monthly	4,465.5525	4,778.1412	5,112.6111	5,470.4939	5,853.4285	6,263.1684	6,701.5902
	Annual	53,586.6305	57,337.6947	61,351.3333	65,645.9266	70,241.1415	75,158.0214	80,419.0829

CITY OF FIREBAUGH - Firebaugh Dispatchers

9% Increase

Salary Schedule for Fiscal Year July 1, 2023 - Fiscal Year Ending June 30, 2024

Position		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Lead Dispatcher	Hourly	23.1326	24.2892	25.5037	26.7789	28.1178	29.5237	30.9999
	Bi-Weekly	1,850.6076	1,943.1380	2,040.2949	2,142.3096	2,249.4251	2,361.8964	2,479.9912
	Monthly	4,009.6498	4,210.1323	4,420.6390	4,641.6709	4,873.7544	5,117.4422	5,373.3143
	Annual	48,115.7981	50,521.5880	53,047.6674	55,700.0508	58,485.0533	61,409.3060	64,479.7713
Dispatcher I	Hourly	18.2072	19.1176	20.0735	21.0772	22.1310	23.2376	24.3994
	Bi-Weekly	1,456.5791	1,529.4081	1,605.8785	1,686.1724	1,770.4810	1,859.0051	1,951.9553
	Monthly	3,155.9214	3,313.7175	3,479.4034	3,653.3736	3,836.0422	4,027.8443	4,229.2366
	Annual	37,871.0573	39,764.6101	41,752.8406	43,840.4827	46,032.5068	48,334.1321	50,750.8387
Community Services Officer	Hourly	22.1574	23.2653	24.4286	25.6500	26.9325	28.2791	29.6931
	Bi-Weekly	1,772.5950	1,861.2248	1,954.2860	2,052.0003	2,154.6004	2,262.3304	2,375.4469
	Monthly	3,840.6226	4,032.6537	4,234.2864	4,446.0007	4,668.3008	4,901.7158	5,146.8016
	Annual	46,087.4712	48,391.8447	50,811.4370	53,352.0088	56,019.6093	58,820.5897	61,761.6192

CITY OF FIREBAUGH - Firebaugh Dispatchers

4% Increase

Salary Schedule for Fiscal Year July 1, 2024 - Fiscal Year Ending June 30, 2025

Position		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Lead Dispatcher	Hourly	24.0579	25.2608	26.5238	27.8500	29.2425	30.7047	32.2399
	Bi-Weekly	1,924.6319	2,020.8635	2,121.9067	2,228.0020	2,339.4021	2,456.3722	2,579.1909
	Monthly	4,170.0358	4,378.5376	4,597.4645	4,827.3377	5,068.7046	5,322.1399	5,588.2468
	Annual	50,040.4300	52,542.4516	55,169.5741	57,928.0528	60,824.4555	63,865.6782	67,058.9622
Dispatcher I	Hourly	18.9355	19.8823	20.8764	21.9202	23.0163	24.1671	25.3754
	Bi-Weekly	1,514.8423	1,590.5844	1,670.1136	1,753.6193	1,841.3003	1,933.3653	2,030.0335
	Monthly	3,282.1583	3,446.2662	3,618.5795	3,799.5085	3,989.4839	4,188.9581	4,398.4060
	Annual	39,385.8996	41,355.1945	43,422.9543	45,594.1020	47,873.8071	50,267.4974	52,780.8723
Community Services Officer	Hourly	23.0437	24.1959	25.4057	26.6760	28.0098	29.4103	30.8808
	Bi-Weekly	1,843.4988	1,935.6738	2,032.4575	2,134.0804	2,240.7844	2,352.8236	2,470.4648
	Monthly	3,994.2475	4,193.9599	4,403.6579	4,623.8408	4,855.0328	5,097.7844	5,352.6737
	Annual	47,930.9700	50,327.5185	52,843.8944	55,486.0892	58,260.3936	61,173.4133	64,232.0840

CITY OF FIREBAUGH

Records Supervisor

Salary Schedule for Fiscal Year July 1, 2023 - Fiscal Year Ending June 30, 2024

Position		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Records Supervisor	Hourly	23.6774	24.8613	26.1043	27.4096	28.7800	30.2190	31.7300
	Bi-Weekly	1,894.1932	1,988.9028	2,088.3480	2,192.7654	2,302.4036	2,417.5238	2,538.4000
	Monthly	4,104.0852	4,309.2894	4,524.7539	4,750.9916	4,988.5412	5,237.9683	5,499.8667
	Annual	49,249.0222	51,711.4733	54,297.0470	57,011.8994	59,862.4943	62,855.6190	65,998.4000

CITY OF FIREBAUGH

Records Supervisor - 4% Increase

Salary Schedule for Fiscal Year July 1, 2024 - Fiscal Year Ending June 30, 2025

Position		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Records Supervisor	Hourly	24.6245	25.8557	27.1485	28.5059	29.9312	31.4278	32.9992
	Bi-Weekly	1,969.9609	2,068.4589	2,171.8819	2,280.4760	2,394.4998	2,514.2248	2,639.9360
	Monthly	4,268.2486	4,481.6610	4,705.7441	4,941.0313	5,188.0828	5,447.4870	5,719.8613
	Annual	51,218.9831	53,779.9323	56,468.9289	59,292.3753	62,256.9941	65,369.8438	68,638.3360

CITY OF FIREBAUGH

Code Enforcement / Animal Control Officer

Salary Schedule for Fiscal Year July 1, 2023 - Fiscal Year Ending June 30, 2024

Code Enforcement / Animal Control Officer	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Hourly	20.1745	21.1832	22.2424	23.3545	24.5222	25.7484	27.0358
Bi-weekly	1,613.9608	1,694.6588	1,779.3917	1,868.3613	1,961.7794	2,059.8684	2,162.8618
Monthly	3,496.9150	3,671.7608	3,855.3488	4,048.1162	4,250.5220	4,463.0481	4,686.2005
Annual	41,962.9800	44,061.1290	46,264.1855	48,577.3947	51,006.2645	53,556.5777	56,234.4066

CITY OF FIREBAUGH

Code Enforcement / Animal Control Officer - 4% Increase

Salary Schedule for Fiscal Year July 1, 2024 - Fiscal Year Ending June 30, 2025

Code Enforcement / Animal Control Officer	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Hourly	20.9815	22.0306	23.1321	24.2887	25.5031	26.7783	28.1172
Bi-weekly	1,678.5192	1,762.4452	1,850.5674	1,943.0958	2,040.2506	2,142.2631	2,249.3763
Monthly	3,636.7916	3,818.6312	4,009.5627	4,210.0409	4,420.5429	4,641.5701	4,873.6486
Annual	43,641.4992	45,823.5742	48,114.7529	50,520.4905	53,046.5150	55,698.8408	58,483.7828

**This Memorandum of Understanding has been ratified and adopted pursuant to the
recommendations of the following representatives:**

CITY OF FIREBAUGH

Benjamin Gallegos, City Manager

Date

CITY OF FIREBAUGH ATTORNEY

Christina G. Di Filippo, City Attorney

Date

FIREBAUGH POLICE OFFICERS ASSOCIATION

Juan Castillo, Police Corporal Officer

Date

Fernando Campa, Police Corporal Officer

Date

Raquel Tabares, Lead Dispatcher

Date

OPERATING ENGINEERS LOCAL UNION NO. 3 AFL-CIO

Allen Dunbar, Business Representative

Date



STAFF REPORT

TO: City Council
FROM: Ben Gallegos, City Manager
DATE: 7/17/23
SUBJECT: Staff Report

Meeting Attended:

1. Solar Project for land fill.
2. Delta-Mendota Subbasin Coordination Committee.
3. CMAQ/STBG Projects.
4. Firebaugh CDBG Check in meeting.
5. Path to Construction. La Joya Commons Project.
6. Planning Commission
7. Hub Tank meeting with Waterboard.

Fire Department:

We have not received any application for the Fire Chief position as of 7/11/23 and we have received two applications for the Battalion Chief position as of 7/11/23. The job announcement closes on 7/14/23.

Public Work Department:

We will be advertising for a New Equipment Mechanic and Utility Maintenance Worker.