

MEETING AGENDA

The City Council / Successor Agency of the City of Firebaugh
Vol. No. 25 / 08-04

Location of Meeting: Andrew Firebaugh Community Center
1655 13th Street, Firebaugh CA 93622
Date / Time: August 04, 2025 / 5:30 p.m.

CALL TO ORDER

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

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.

PLEDGE OF ALLEGIANCE

APPROVAL OF THE AGENDA

PRESENTATION

Pacific Gas and Electric Company

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 at the Mayor and not at 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 similar items.

1. APPROVAL OF MINUTES – Meeting Minutes July 21, 2025

PUBLIC HEARING - None

NEW BUSINESS

2. RESOLUTION 25-25 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH AUTHORIZING THE ACCEPTANCE OF REAL PROPERTY KNOWN AS THE SOARES FIREBAUGH LLC, A CALIFORNIA LIMITED LIABILITY COMPANY PROPERTY (APN: 008-100-26) VIA GIFT DEED.

Recommend Action: Council receives comments and approves Res. 25-25

3. CORRECTIVE CERTIFICATE OF ACCEPTANCE

Recommend Action: Council receives comments and approves Corrective Certificate of Acceptance

4. RESOLUTION NO. 25-26 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE FIREBAUGH MISCELLANEOUS EMPLOYEES' ASSOCIATION.

Recommend Action: Council receives comments and approves Res. 25-26

5. RESOLUTION NO. 25-27 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.

Recommend Action: Council receives comments and approves Res. 25-27

6. Memorandum of Understanding between the City of Firebaugh and Eagle Field Airport LLC.

Recommend Action: Council receives comments and approves the Memorandum of Understanding

7. THE CITY COUNCIL OF THE CITY OF FIREBAUGH, TO DISCUSS ORDINANCE 85-1 AMENDING CHAPTER 16.5 OF THE FIREBAUGH MUNICIPAL CODE REGARDING PUBLIC NUISANCE ABATEMENT.

Recommend Action: Discussion Item

STAFF REPORTS – *Written and enclosed in the agenda packet.*

COUNCIL MEMBERS AGENDA ITEMS

PUBLIC COMMENT ON CLOSED SESSION ITEMS ONLY

CLOSED SESSION

8. GOVERNMENT CODE SECTION 54957

Public Employee Evaluation: City Manager

9. GOVERNMENT CODE SECTION 54956.9 (d) (2)

Conference with legal counsel – Anticipated litigation: 1 case

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 at City Hall on August 01, 2025, at 5:00 pm., by Olga Flores, Acting Deputy City Clerk

Pacific Gas and Electric Company

Firebaugh City Council

August 4, 2025



Safety

Prepare for Natural Disasters or Emergencies

Build a disaster supply kit for you, your family or your business.

Include food, water, medication, flashlights, first aid kits, and a list of emergency contacts.

Visit **safetyactioncenter.pge.com** for more tips to help prepare for an emergency.



Topics For Discussion

- 1 Identifying and Reducing Wildfire Risk
- 2 Vegetation Management
- 3 Enhanced Powerline Safety Settings
- 4 Public Safety Power Shutoffs
- 5 Rates and Affordability and Financial Assistance Programs
- 6 Customer Resources and Support
- 7 Open Discussion



Identifying and Reducing Wildfire Risk



2025 Layers of Wildfire Protection



Situational Awareness

- A New Tools and Technology:** Installed over 2,000 weather stations and high-definition cameras monitored by trained professionals to better predict and respond to wildfires and severe weather.



Operational Mitigations

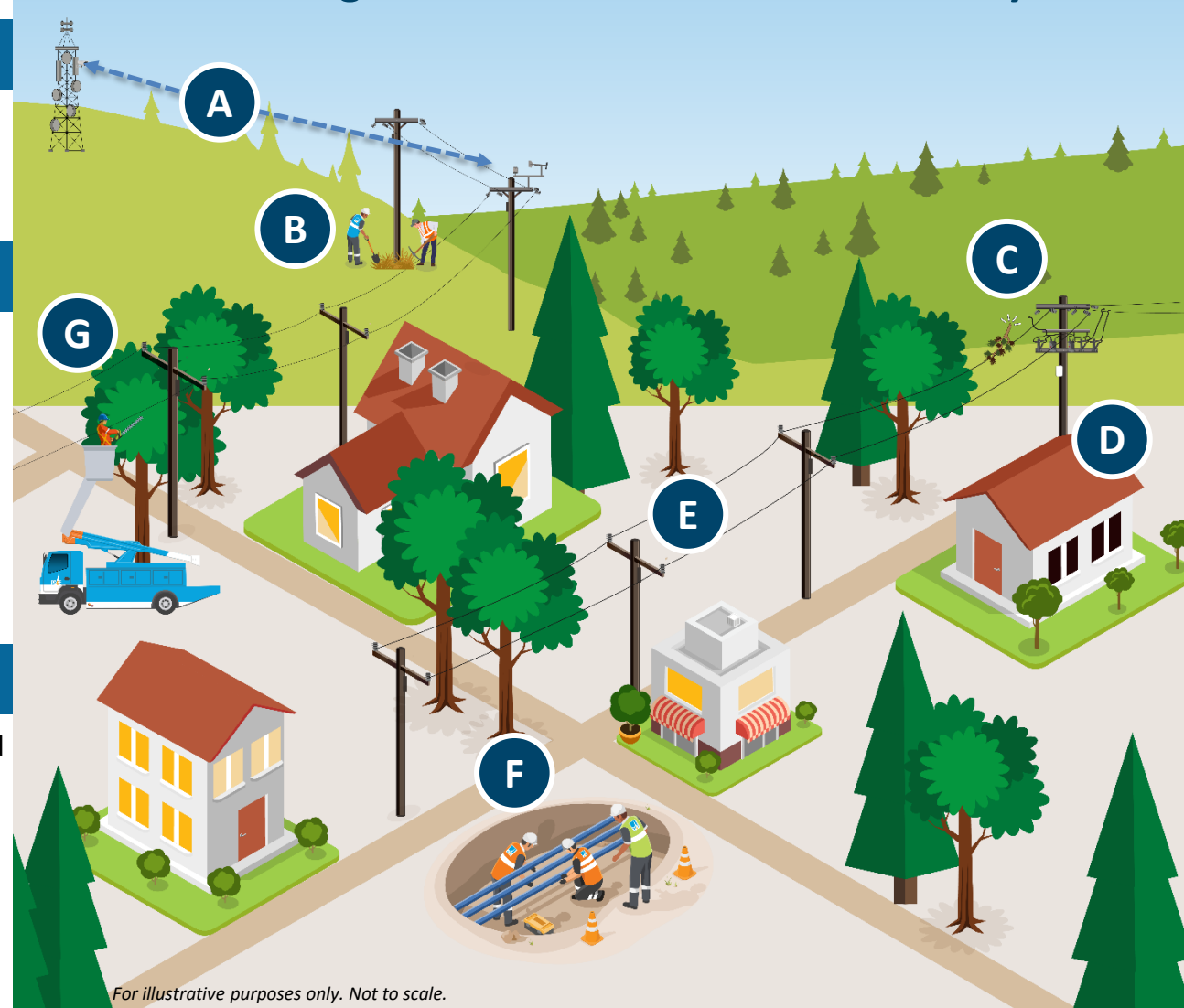
- B Safety and Infrastructure Protection Teams:** Deploying trained response professionals who protect PG&E equipment to increase safety and enhance community recovery.
- C Enhanced Powerline Safety Settings:** Installed on 44,000+ line miles and turned on during elevated wildfire risk to automatically shut off power within one-tenth of a second if a hazard is detected.
- D Public Safety Power Shutoff:** Turning off power for safety as a last resort during severe weather.



Resiliency Work

- E New, Strengthened Equipment:** Installing strengthened poles and covered powerlines on nearly 1,900 miles of overhead powerlines.
- F Undergrounding Powerlines:** Completing 10,000 miles of undergrounding in the highest wildfire risk areas.
- G Vegetation Management:** Removing or pruning 1 million+ trees per year to ensure they are a safe distance from powerlines.

Reducing Wildfire Risk in Your Community




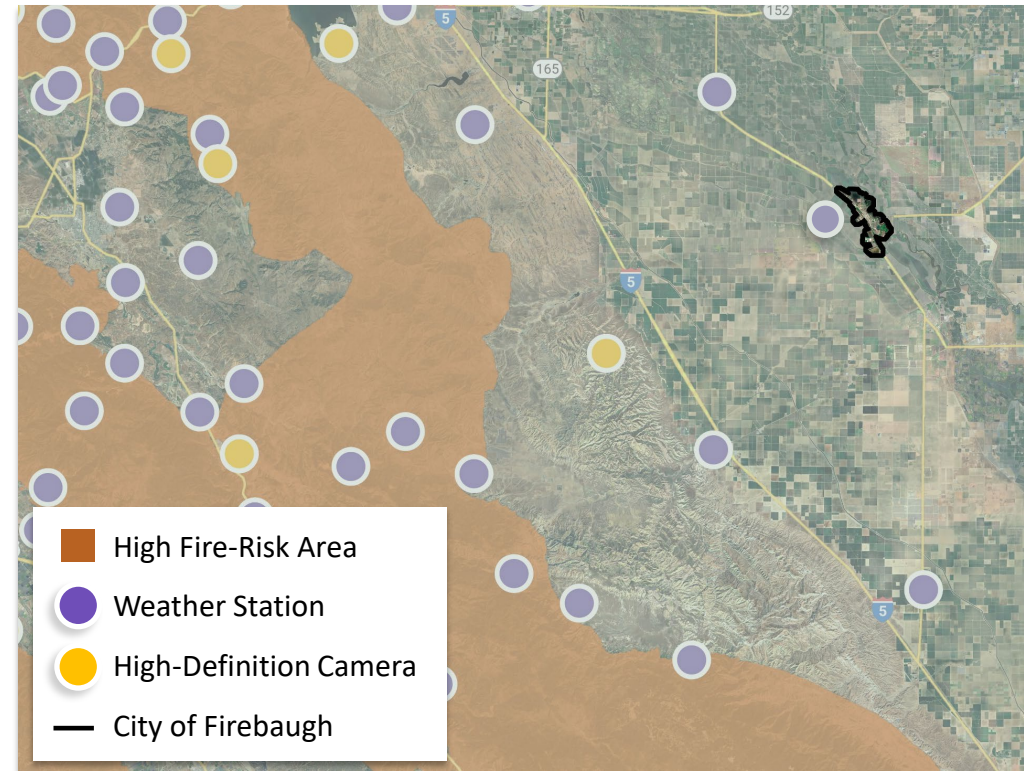
Advanced Situational Awareness Tools

High-definition cameras and weather stations allow us to better predict and respond to wildfire risk and severe weather around the clock.

Weather stations and high-definition cameras adjacent to the City of Firebaugh support weather monitoring capabilities.



 Customers can see camera outputs and locations at ops.alertcalifornia.org.



Data as of 5/31/2025. Locations are approximate and may overlap.

 Customers can view our interactive weather map at pge.com/weather.

Vegetation Management



Keeping Trees Away from Powerlines

When trees are too close to overhead powerlines, they can cause a power outage or a wildfire.

That's why each year we:

- ✓ Inspect ~100,000 miles of powerlines
- ✓ Perform additional inspections in areas with increased wildfire risk
- ✓ Trim or cut down ~1.5 million trees to prevent wildfires and help ensure reliable power
- ✓ Address dead, dying or hazardous trees



What Customers Can Expect During This Work

PG&E will:

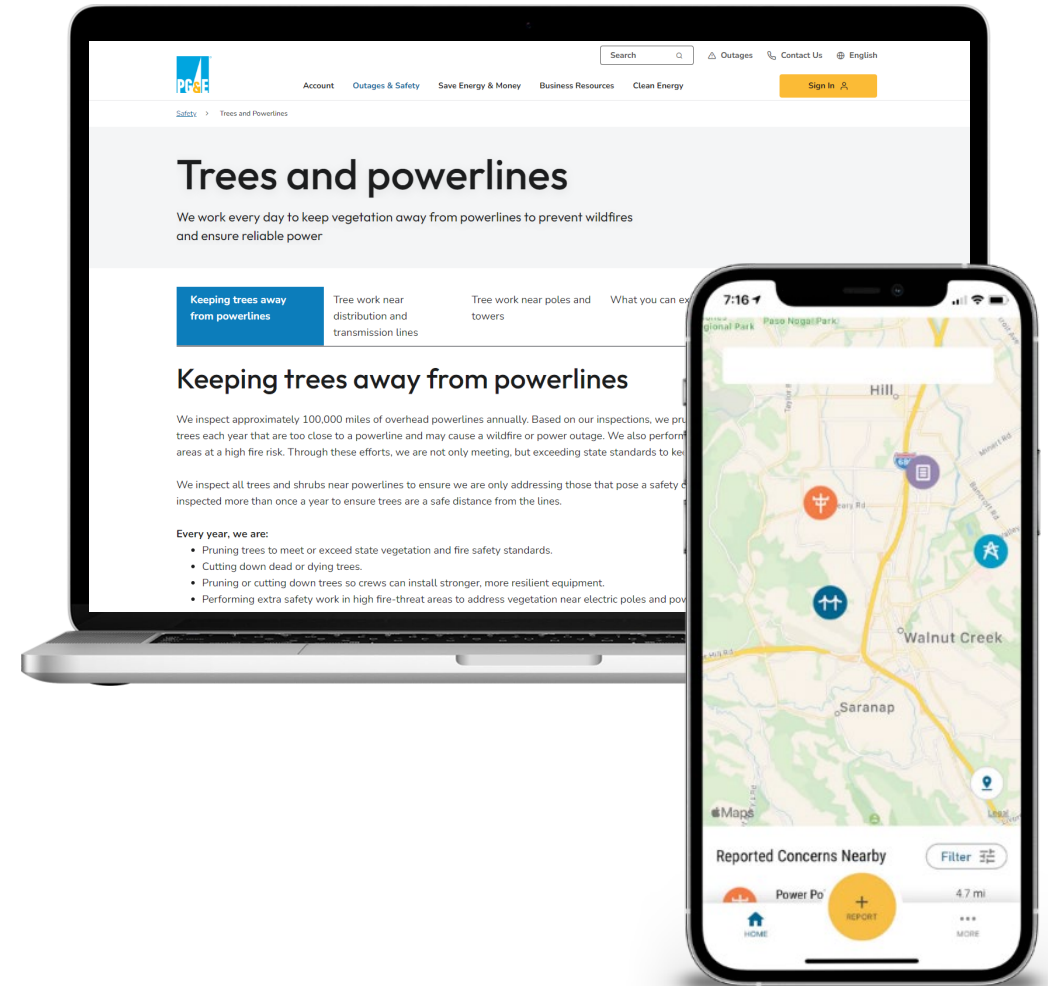
- ➞ **Attempt to contact customers** if their property will be impacted
- ➞ **Inspect powerlines** for potential vegetation safety concerns
- ➞ **Trim or cut down trees** as needed for safety or reliability
- ➞ **Chip and haul away** small debris where possible, and placing larger wood in a safe location on site
- ➞ **Conduct safety and quality checks** through follow-up inspections



Learn more about our efforts to keep trees away from powerlines by:

- ✓ Visiting pge.com/trees
- ✓ Calling **1-800-564-5080**
- ✓ Emailing [**treesafety@pge.com**](mailto:treesafety@pge.com)

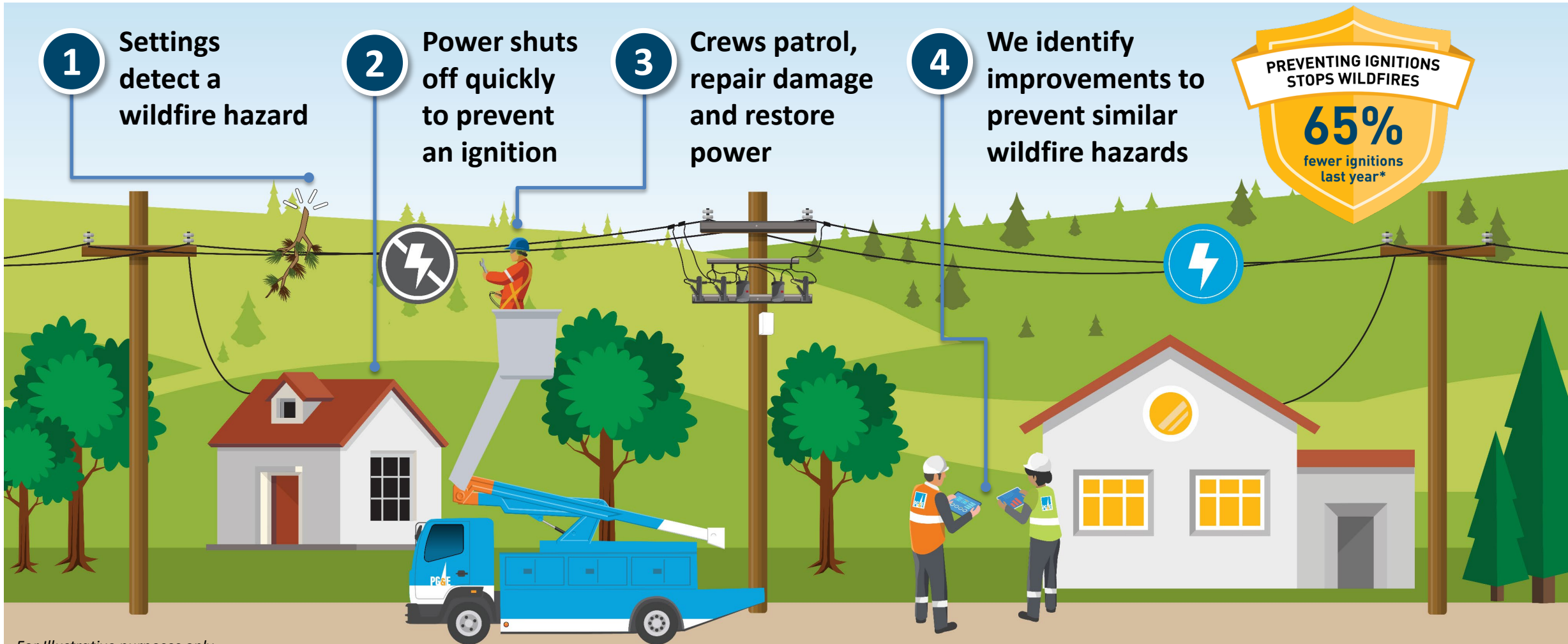
Report non-emergency safety concerns via the “PG&E Report It” app. Download the safety app at pge.com/reportit.



Enhanced Powerline Safety Settings (EPSS)



Enhanced Powerline Safety Settings (EPSS)



For illustrative purposes only.

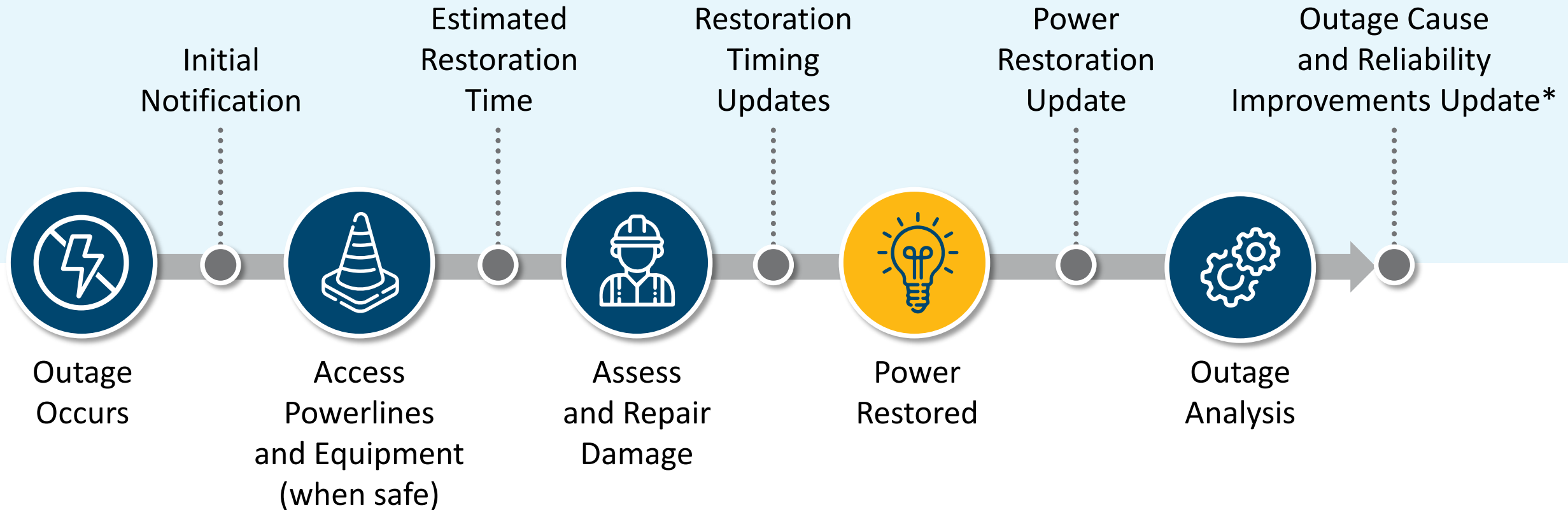
**Based on an evaluation of the effectiveness of EPSS under conditions of elevated likelihood of destructive fire outcomes (R3 Fire Potential Index rating), compared to the 2018-2020 average prior to the establishment of EPSS.*

To learn more about Enhanced Powerline Safety Settings, visit pge.com/epss.

Customer Communications Timeline

We reach out to customers through text, email and on NextDoor following an outage and provide updates until and after power is restored.

Notifications



*As available

Some of the measures included in this presentation are contemplated as additional precautionary measures intended to further reduce the risk of wildfires.

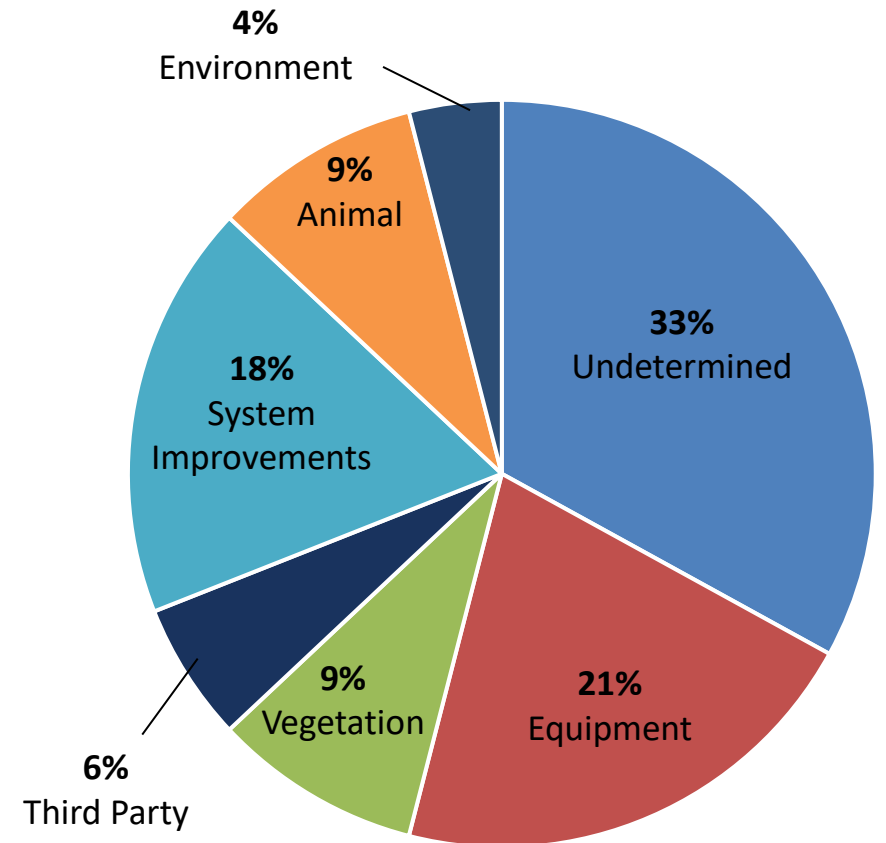
How EPSS Protects Your Community

We are taking steps to improve reliability in Fresno County.

This includes:

- ✓ **Installing 63 devices to minimize safety outages** so fewer customers are impacted and our crews can get the power back on faster.
- ✓ **Installing animal guards** to help prevent future animal-caused outages.
- ✓ **Modifying engineering settings** on devices to improve coordination.

2024 Outage Causes*



**Data from 1/1/2024– 12/31/2024 as of 7/24/2025*

Public Safety Power Shutoffs (PSPS)



PSPS As A Tool For Safety

High winds can cause tree branches and debris to contact energized electric lines, damage our equipment and cause a wildfire. **To prevent wildfires, we may need to turn off power as a last resort.**

Conditions that may lead to a Public Safety Power Shutoff



Low humidity levels of less than ~30%



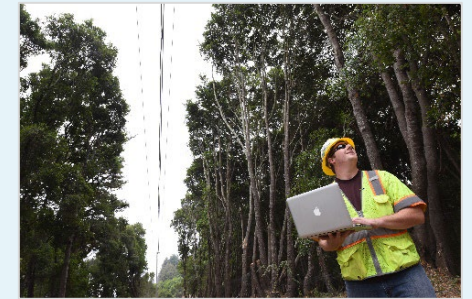
Forecasted high winds above 19 mph with gusts above 25-40 mph



Red Flag Warning declared by the National Weather Service



Condition and moisture content of dry material and vegetation on the ground



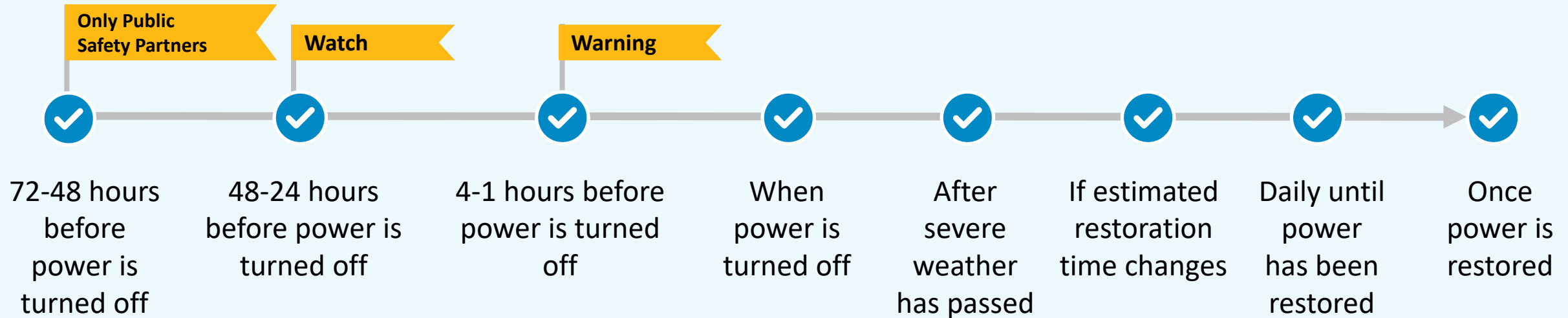
Real-time ground observation



How We Notify Customers and Public Safety Partners

We reach out to customers and Public Safety Partners through automated calls, texts and emails to provide information and updates. Information is also provided on pge.com, social media, through our PSPS Portal and shared with local news outlets.

When We'll Share Notifications



**Estimated Time of Restoration is also provided to customers throughout the notification process*

 Customers can sign up for address alerts to receive PSPS notifications for any location by enrolling at pge.com/addressalerts.

Note: Annual registration is required. Notifications to customers are available in 16 languages.

Some of the measures included in this presentation are contemplated as additional precautionary measures intended to further reduce the risk of wildfires.

Differences Between Safety Settings and PSPS

Enhanced Powerline Safety Settings

VS.

Public Safety Power Shutoffs



WHY

Automatically turning off power within one-tenth of a second if a hazard is detected on a powerline.

Turning off power as a last resort to prevent tree branches and debris from contacting energized lines.



WHEN

Elevated wildfire risk is present, most likely from May to November, but can occur year-round in some areas.

During times of high winds, low humidity and dry material and vegetation.



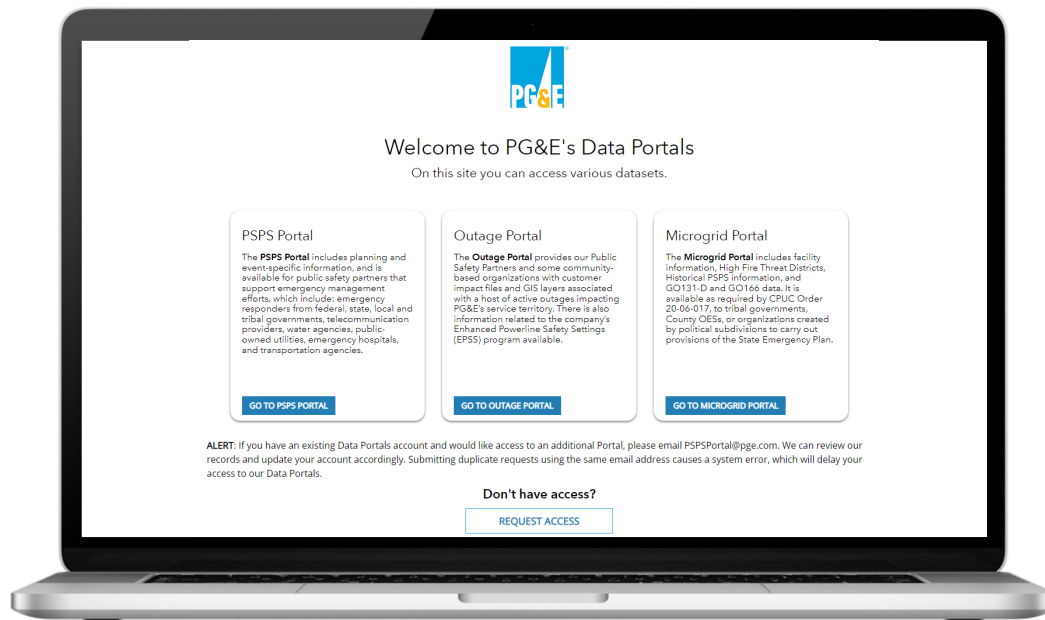
NOTIFICATIONS

Regular updates provided after the outage occurs and until power is restored.

Communication in advance through automated calls, texts and emails until power is restored.

 Customers can find updates and information on both planned and unplanned outages at pge.com/outages.

Our secure online data portals provide important planning information and updates for our agency partners to access before, during and after an outage.



Customers can login or register at **pgedataportals.pge.com**.

PSPS Portal: PSPS planning and event information, including maps and confidential data files.

Outage Portal: circuit and outage data on lines protected by EPSS.

Microgrid Portal*: microgrid maps and information for local agencies and tribes to assist in their own resiliency efforts.

**Microgrid Portal is available only to agencies and tribes.*

Some of the measures included in this presentation are contemplated as additional precautionary measures intended to further reduce the risk of wildfires.

Rates and Affordability and Financial Assistance Programs





Savings Programs and Support for Customers

Savings Programs for Income-Qualified Customers

California Alternate Rates For Energy Program (CARE)

Provides a monthly discount of 20% or more on gas and electricity.

pge.com/care

Family Electric Rate Assistance Program (FERA)

Provides a monthly discount of 18% on electricity only.

pge.com/fera

Low-Income Home Energy Assistance Program (LIHEAP)

Provides a one-time payment of up to \$1,000 to help with unpaid energy bills.

pge.com/liheap

Savings Support for All Residential Customers



Budget Billing

Offsets high winter heating peak bills by averaging your energy costs to determine a more predictable monthly payment amount.



pge.com/budgetbilling



GoGreen Home Energy Financing

Helps finance energy saving improvements to make your home more comfortable and efficient.



gogreenfinancing.com



Home Energy Checkup

Helps customers assess their energy use and gives customized savings tips.



pge.com/homecheckup

For more ways to save energy, visit pge.com/energysavingtips.

Customer Resources and Support





Customer Resources and Support for Outages

Disability Disaster Access and Resources

Emergency preparedness planning, portable batteries and support for customers requiring additional accommodations.



pge.com/ddar

California 211 Providers Network

Dial 2-1-1, text 'PREPARE' to 211-211 or visit the website during an outage to connect to local resources.



211.org

Backup Power

Explore backup power options and potential rebates on certain generators to help prepare for an outage.



pge.com/backuppowers

In-Language Support and California Relay Service

For translation support, or to request print materials in Braille, large print or audio, call 1-800-743-5000. If you are Deaf, hard of hearing or need extra support, contact the California Relay Service at 7-1-1.



pge.com/accessibility

Resources for Customers with Access and Functional Needs

We provide support options for customers with Access and Functional Needs, through our Medical Baseline and Self-Identified Vulnerable programs.

Medical Baseline (MBL) Program

- ✓ A monthly **discount or additional monthly allotment of power** based on rates.
- ✓ **Additional notifications** ahead of Public Safety Power Shutoffs.
- ✓ Participants **qualify through medical device or medical condition needs**.
- ✓ Potential to qualify for **additional resources** including the generator rebate, portable battery or a Backup Power Transfer Meter.



Customers can apply at pge.com/mbi.

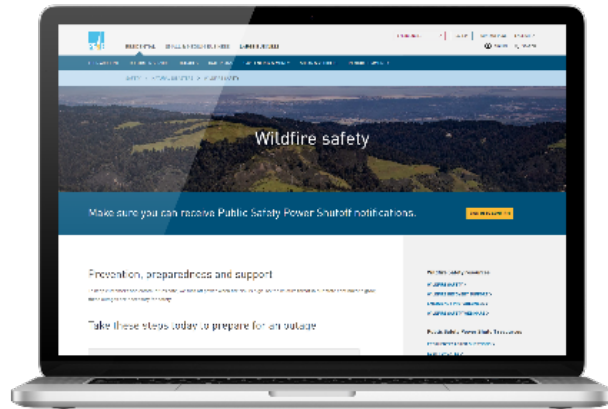
Self-Identified Vulnerable Program

- ✓ Various **financial support programs** available for customers who have fallen behind on bills or additional programs to help customers save.
- ✓ **Additional notifications** ahead of Public Safety Power Shutoffs.
- ✓ **Service disconnection notifications** 48 hours prior or at the time of disconnection due to nonpayment.
- ✓ Potential to qualify for **additional resources**, including portable batteries



Customers can self-certify at pge.com/siv.

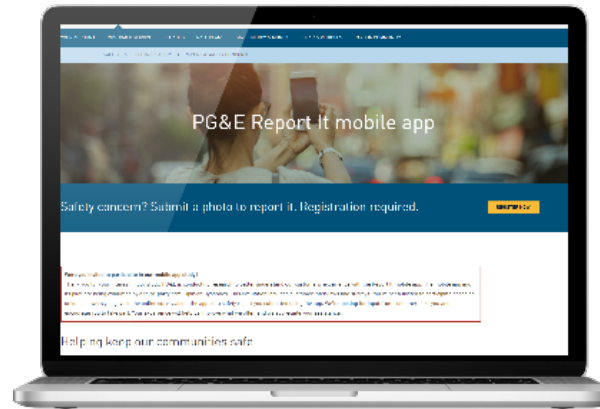
Additional Customer Resources



Wildfire Safety

Information on
wildfire prevention
efforts

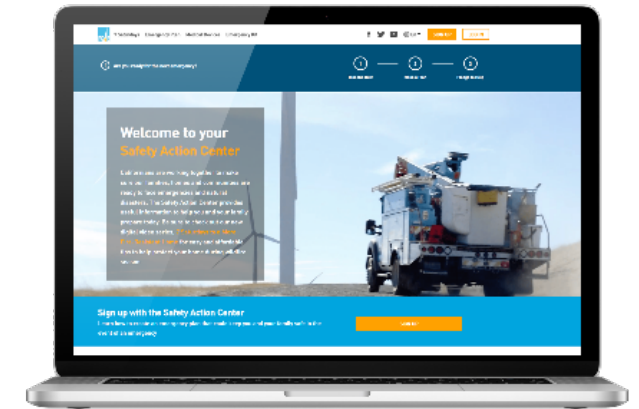
 pge.com/wildfiresafety



Report It App

Submit photos of
nonemergency potential
safety concerns

 pge.com/reportit



Safety Action Center

Create an emergency
safety plan to keep you
and your family safe

 safetyactioncenter.pge.com

Dedicated wildfire safety contacts: Hotline: 1-866-743-6589 | Email: wildfiresafety@pge.com

Open Discussion



Thank You



Meeting Minutes

The City Council/Successor Agency of the City of Firebaugh

Vol. No. 25 / 07-21

Location of Meeting Andrew Firebaugh community Center

1655 13th Street, Firebaugh, CA. 93622

Date / Time July 21, 2025 / 5:30 p.m.

CALL TO ORDER

ROLL CALL

Mayor Pro-Tem Silvia Renteria

Council Member Felipe Perez

Council Member Brady Jenkins

Council Member Elsa Lopez

Absent

Mayor Freddy Valdez

Others

City Manager Ben Gallegos, City Attorney Nicholas Matoian, Police Chief Sal Raygoza, Acting Deputy Clerk Olga Flores, Battalion Fire Chief Hector Marin, Gouveia Engineering Rep. Noe Martinez.

PLEDGE OF ALLEGIANCE *Led by Mayor Pro-Tem Silvia Renteria*

APPROVAL OF THE AGENDA

Motion to approve agenda by Council Member Jenkins, seconded by Council Member Lopez, motion passed by 4-0 vote.

PRESENTATION

PUBLIC COMMENT

None

CONSENT CALENDAR

1. APPROVAL OF MINUTES – The City Council Regular meeting on June 16, 2025

2. WARRANT REGISTER – Period starting June 01, 2025 and ending June 30, 2025

June 2025	General Warrants	#47781 - #47941	\$1,392,697.43
	Payroll Warrants	#72556 - #72582	\$ 238,405.48
	TOTAL WARRANTS		\$1,631,102.91

Motion to approve consent calendar by Council Member Lopez, seconded by Council Member Jenkins, the motion passed by a 4-0 vote.

PUBLIC HEARING

None

NEW BUSINESS

3. RESOLUTION NO. 25-24 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING AMENDMENT TO JOINT POWERS AGREEMENT OF THE CENTRAL SAN JOAQUIN VALLEY RISK MANAGEMENT AUTHORITY

Motion to approve Resolution No. 25-24 by Council Member Lopez, seconded by Council Member Jenkins, the motion passed by a 4-0 vote.

4. **THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO DISCUSS AN UPDATE ON SENIOR CENTER FULLTIME EMPLOYEE AND / OR ADDITIONAL HOURS**

Council Consensus is to start a trial basis, partner with outside resources and provide a calendar with daily scheduled activities.

5. **THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO DISCUSS AN UPDATE ON THE STREET SWEEPER**

Discussion item only: Public Works Director Micheal Molina said the guys have put in a lot of hard work to patch it up and get it running again, hopefully it can last a year and would like to budget for a new one next year.

6. **THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO DISCUSS THE MINI SWEEPER FOR DOWNTOWN**

Council Consensus is to table this discussion until Mid-Year review of the budget.

7. **THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO DISCUSS AN UPDATE ON THE SNACK BAR AT DUNKLE PARK**

Council directed City Manager to gather the costs associated with the construction of the snack bar including utilities and materials.

8. **THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO DISCUSS AN UPDATE ON SOLAR FOR POLICE AND FIRE STATIONS**

City Manager Ben Gallegos reported that the project commenced on July 14th.

STAFF REPORTS

- **Police Chief Sal Raygoza** – A search warrant was served for a severely injured dog, and several code violations were found at the address. He stated 2 more warrants were served the following without any problems. Officers Zaragoza and Lee the 2 resource officers will be going to Las Vegas for training. There are a total of 6 unhoused people, and officers assisted 2 people with rides to the Poverello House and also have Officer Gonzalez keeping up with them and providing rides if they need to get to a place for further help. Joaquin Murieta ride is coming up and officers will be doing patrol checks. Staying on top of gang activity and will be serving a couple more search warrants this week. Working on demolition derby and will be having a drone and firework show. 2 gentlemen are in background checks for reserves.
- **City Manager Ben Gallegos** – Nothing to report.
- **Public Works Director/Fire Chief Michael Molina**– Lights on Sablan: Called PG & E to locate the line however, it is City responsibility and we will have to get a contractor to come out and repair that line to get those lights working again. Early Saturday morning there was a problem at the water plants. Site 2 houses the “brain” and it had a glitch which triggered a glitch at site one, there are set points and the plants will shut themselves off so they do not run out of water. Thank you to the Public Works Crew who were working around the clock taking water measurements, they did an awesome job to keep the city running and are continuing to monitor. Don Carr from Toma Tek, gives thanks to Fire Department and City in regard to the fire. Fresno and Madera sent water tenders. EMS was out there on standby, Fresno County also sent support unit. Thank you

to Fresno/Madera County. The way the fire was moving was very scary and working with Fresno County we found a break in it and were able to stop it.

- **City Attorney Nick Matoian** – Nothing to report.
- **Acting Deputy City Clerk Olga Flores** – Nothing to report.
- **City Engineer Noe Martinez** – Reported that their office worked with City Manager Ben to successfully secure over \$2 million dollars offered by Fresno COG, the projects that are going to get improved are 13th street from HWY 33 to the bridge and “S” Street by Dunkle Park, it will be a 2 to 3 year project.
- **Battalion Chief Hector Marin**- Early morning fire at Toma Tek for a pallet fire which included 4 engines, 3 water tenders. One individual in the fire academy and will be gone for a couple of months.
- **Mayor Pro-Tem Renteria** – Added to Council Member Perez’s questions: She stated we need to look into what we need to do and we need to start working on some of it because we need to fix that area up. Thank you to everyone and the volunteers for everything they do. These are the items we need to show case so people see you are out there doing the leg work to keep our town safe.
- **Council Member Lopez** – Nothing to report.
- **Council Member Perez** – Asked when Del Rio will get sidewalks and about the property lines.
- **Council Member Jenkins** – Good job Fire Department, City, staff, Police Department. It’s making an impact.

CLOSED SESSION

9. **GOVERNMENT CODE SECTION 54957.6**

Government Code Section 54957.6 - Conference with Labor Negotiator Agency Designated
Representatives: Christina D. Smith, City Attorney and Ben Gallegos, City Manager Employee
Organizations: Firebaugh Police Officers Association, Public Works, and Unrepresented Groups.

PUBLIC COMMENT ON CLOSED SESSION ITEM ONLY

None

- ❖ *Motion to enter close session at 6:24 pm by Council Member Perez, second by Council Member Jenkins, motion passes by a 4-0 vote.*

ANNOUNCEMENT AFTER CLOSED SESSION

None

CLOSED SESSION

- ❖ *Motion to enter open session at 6:45 pm by Council Member Jenkins, second by Council Member Perez, motion passes by a 4-0 vote.*

ANNOUNCEMENT AFTER CLOSED SESSION

No announcement.

ADJOURNMENT

Motion to adjourn at 6:45 p.m. by Council Member Perez, seconded by Council Member Jenkins, motion passed by a 4-0 vote.

RESOLUTION NO. 25-25**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH AUTHORIZING THE ACCEPTANCE OF REAL PROPERTY KNOWN AS THE SOARES FIREBAUGH, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY PROPERTY (APN: 008-100-26) VIA GIFT DEED.**

At a regularly scheduled meeting of the City Council of the City of Firebaugh, held August 04, 2025 at the hour of 5:30 pm in the Council Chambers at 1655 13th Street, Firebaugh CA 93622, the following resolution was adopted:

WHEREAS, Dennis P. Soares has requested to gift real property owned by Soares Firebaugh, LLC, a California Limited Liability Company to the City of Firebaugh; and

WHEREAS, City Staff has prepared necessary investigations and prepared a staff report of information bearing upon the acceptance of the gift of real property; and

WHEREAS, said acceptance of real property from Soares Firebaugh, LLC, a California Limited Liability Company by the City of Firebaugh is in compliance with local, state and federal requirements; and

WHEREAS, said acceptance of real property is not a project per California Public Resource Code (PRC) Section §21065 and is therefore exempt from the California Environmental Quality Act (CEQA).

THEREFORE, the City Council of the City of Firebaugh resolves, finds and determines as follows:

- Section 1.** That said acceptance of real property is exempt from further environmental review pursuant to California Public Resource Code (PRC) Section §21065.
- Section 2.** That the City Council of the City of Firebaugh, hereby authorizes the acceptance of real property via gift deed from Soares Firebaugh, LLC, a California Limited Liability Company.
- Section 3.** That said gift deed shall convey all of its right, title and interest in and to all those pieces or parcels of land situated in the City of Firebaugh, County of Fresno, State of California, described as follows:

The following described real property in the City of Firebaugh, County of Fresno, State of California:

Lots 1, 2 and 3 of Tract No, 1075, Poso Addition to Firebaugh, according to the map thereof recorded in Book 15, page 15 of Plats, Fresno County Records.

APN: 008-100-26

Section 4. That the city manager is hereby authorized to sign all necessary documents to accomplish said acceptance of real property, with said deed to be recorded in the office of the Fresno County Recorder.

The foregoing resolution was adopted by the City Council of the City of Firebaugh at a regular meeting held on August 04, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED: _____
Freddy Valdez, Mayor

ATTEST: _____
Olga Flores, Acting Deputy City Clerk

AGREEMENT FOR DONATION OF REAL PROPERTY

This AGREEMENT FOR DONATION OF REAL PROPERTY ("Agreement") is made and entered into this ___ day of July 2025 ("Effective Date"), by and between Soares Firebaugh, LLC, a California Limited Liability Company ("Donors"), and the City of Firebaugh ("Grantee"), a municipal corporation. Donors and Grantee are sometimes collectively referred to herein as the "Parties" and singularly as a "Party." This Agreement is made with reference to the following facts:

RECITALS

A. Donors own real property consisting of approximately 15,246 square feet of open land commonly known as 1795 7th Street, more accurately described in Exhibit 1 ("**Donation Property**") located in Firebaugh, Fresno County, California. Donors possess the authority to grant the Donation Property with all rights, privileges, easements and appurtenances thereto.

B. Donors as proponents of City and wishing to benefit the City and continue their support of the City, wish to donate the Donation Property to the City to be used solely for City purposes.

C. Grantee wishes to accept the donation of the Donation Property from Donors, in accordance with the provisions of this Agreement.

NOW, THEREFORE, the Parties hereby agree as follows:

1. **Gift and Acceptance.** Donors hereby donate to Grantee and Grantee hereby accepts Donors' donation of the Donation Property. The transfer of the Donation Property shall be consummated by means of a Gift Deed in the form of Exhibit 2 to this Agreement. Grantee shall attach to the Gift Deed a certificate or resolution of acceptance as required by California Government Code Section 27281. The Gift Deed and certificate or resolution of acceptance shall be recorded by Grantee with the Tulare County Recorder's office within five (5) days after the Effective Date.

2. **No Consideration.** Except for the mutual covenants and agreements contained in this Agreement, the Grantee has given no consideration, directly or indirectly, to for the Donation Property and Donors have not received any consideration, directly or indirectly, from the Grantee for the Donation Property. Grantee acknowledges and understands that as a result of the conveyance and donation of the Donation Property to the Grantee, Donors intend to take all appropriate charitable deductions against Donors' State and Federal income taxes (including, without limitation, under Internal Revenue Code Sections 170(s) and 2055 (a) and California Revenue and Taxation Code Section 17201) using any and all values and valuation with respect to the Donation Property, which Donor may reasonably support. In accordance with Internal Revenue Code Section 170(f)(8), the Grantee acknowledges that it has not and will not provide any goods or services to Donors in consideration of the donation of the Donation Property.

3. **Reporting Requirements.** Grantee shall reasonably cooperate with Donor in complying with any State and Federal reporting requirements applicable to the donation of the Donation Property. By way of example and not by way of limitation, at Donors' request, the Grantee shall execute Internal Revenue Service Form 8283, prepared by Donors, with respect to the donation of the Donation Property to the Grantee. Grantee shall not dispose of the Donation Property within three (3) years after recordation of the Gift Deed.

4. **Possession.** Donors shall deliver possession of the Donation Property to Grantee at the time the Gift Deed is recorded by the Grantee.

5. **Condition of Property.** Grantee acknowledges and agrees that except as otherwise provided herein, neither Donors nor any employee, agent or representative of Donors have made any representation or warranty to Grantee concerning the Donation Property, including, without limitation, the suitability of the Donation Property for Grantee's intended use or its compliance with any statutes, ordinances, rules or regulations or the physical status of the Donation Property. Grantee shall perform and rely solely upon its own independent investigation concerning the Donation Property and the Donation Property's compliance with any applicable law. Grantee acknowledges that it is acquiring the Donation Property subject to all existing laws, ordinances, rules and regulations, and that neither Donors nor any of Donors' representatives, agents or employees have made any warranties, representations or statements regarding any laws, ordinances, rules and regulations of any governmental or quasi-governmental body, entity, district or agency having authority with respect to the use, condition or occupancy of the Donation Property. Grantee acknowledges and agrees the Donation Property is donated "AS IS WHERE IS AND WITH ALL FAULTS".

6. **Existing Surveys and Reports.** Within ten (10) days after Donors' execution of this Agreement, Donors shall furnish Grantee with copies of all existing surveys, soil reports, engineering studies, environmental audits or reports, site plans, and other information in Donors' possession pertaining to the Donation Property.

7. **Covenants, Warranties, and Representations of Grantors.** Granters hereby make the following covenants, representations and warranties:

a) Except as otherwise disclosed herein, Donors' execution of this Agreement and performance of its obligations hereunder will not violate any agreement, option, covenant, condition, obligation or undertaking of Donors related to the Donation Property.

b) Except as otherwise disclosed herein, to Donors' actual knowledge there are no actions, suits, or proceedings of any kind or nature whatsoever, legal or equitable, pending or to the, threatened against Donors or the Donation Property, and relating to or arising out of Donors' ownership, management, or operation of the Donation Property, in any court or before or by any federal, state, county or municipal department, commission, board, bureau, agency, or other governmental instrumentality.

c) There are no leasehold agreements with third parties which currently convey a tenancy interest of any kind in the Donation Property.

d) Donors will not market the Donation Property for sale or disposition to any other party while this Agreement is in effect.

e) To Donors' current actual knowledge, the Donation Property currently is in compliance in all respects with the rules, regulations, ordinances and laws of all governmental authorities having jurisdiction over the Donation Property.

f) Donors shall notify Grantee immediately if Donors becomes aware of any new information or material change concerning the Donation Property prior to recordation of the Gift Deed that affects the representations and warranties of Donors under this Agreement.

g) Donors are unaware of the release of any hazardous material at the Donation Property while Donors were owners of the Donation Property that may be subject to any federal, state, or local law, statute, ordinance, or regulation, and Donors are unaware of any underground storage tanks that are or may have been located at the Donation Property.

8. Covenants, Warranties, and Representations of Grantee. Grantee hereby makes the following covenants, representations and warranties:

a) Grantee has the authority to enter into this Agreement, to accept the donation of the Donation Property and receive the Donation Property, and to otherwise perform as set forth herein. The person executing this Agreement on behalf of Grantee has the full legal authority and is duly authorized to sign this Agreement on behalf of Grantee and to bind Grantee to all of the terms and conditions of this Agreement.

b) Grantee's execution of this Agreement and performance of its obligations hereunder will not violate any agreement, option, covenant, condition, obligation or undertaking of Grantee or any law, rule, regulation or ordinance.

c) There are no actions, suits, or proceedings of any kind or nature whatsoever, legal or equitable, pending or, to the best of Grantee's knowledge, threatened against Grantee, in any court or before or by any federal, state, county or municipal department, commission, board, bureau, agency, or other governmental instrumentality seeking to challenge Grantee's ability or right to accept the Donors' donation of the Donation Property and take title to the Donation Property.

9. Survival of Warranties. The satisfaction, truth, accuracy and completeness of each of the representations, warranties and covenants of Grantee and Donors contained in this Agreement, as of the date of this Agreement and as of the recording of the Gift Deed, shall constitute conditions precedent to the obligations of Donors and Grantee, respectively, hereunder. All representations, warranties, covenants, obligations, responsibilities and agreements set forth in this Agreement shall survive the recordation of the Grant Deed.

10. Brokerage Commissions. Grantee and Donors each represent and warrant to the other that it has not engaged the services of any real estate broker, salesperson, agent or finder, nor done any other act nor made any statement, promise or undertaking which would result in the

imposition of liability for the payment of any real estate brokerage commission, finder's fee or otherwise in connection with the transaction described in this Agreement.

11. Notice. Except as otherwise expressly provided herein, any notice, consent, authorization or other communication to be given hereunder shall be in writing and shall be deemed duly given and received when delivered personally, when transmitted by facsimile or e-mail if receipt is acknowledged by the addressee, one business day after being deposited for next-day delivery with a nationally recognized overnight delivery service, or five (5) business days after being mailed by first class mail, charges and postage prepaid, properly addressed to the party to receive such notice at the last address furnished for such purpose by the party to whom notice is directed and addressed as follows:

To Grantee: City of Firebaugh
c/o Ben Gallegos
1133 "P" St.
Firebaugh, CA 93622

And To Grantee's Legal Counsel: Christina D. Smith
Griswold, LaSalle, Cobb, Dowd & Gin L.L.P.
111 E. Seventh Street
Hanford, CA 93230
FAX: (559) 582-3106

To Donors: Soares Firebaugh, LLC, a California Limited Liability
Company
c/o Dennis P. Soares
702 Madison Ave
Los Banos, CA 93635

And To Donors' Legal Counsel: [Name]
[Address]

12. Sole and Only Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the matters set forth herein and contains all of the covenants and agreements between the parties regarding said matters. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or in writing, have been made by any party or anyone acting on behalf of any party that are not embodied in this Agreement and no other agreement, statement or promise shall be valid or binding.

13. Further Action. The Parties agree to perform all further acts, and to execute, acknowledge, and deliver any documents that may be reasonably necessary, appropriate or desirable to carry out the purposes of this Agreement.

14. **Waiver.** A waiver of any breach of this Agreement by any Party shall not constitute continuing waiver or a waiver of any subsequent breach of the same or any other provision of this Agreement.

15. **Choice of Laws.** This Agreement shall be governed by the laws of the State of California and any question arising hereunder shall be construed or determined according to such law.

16. **Counterparts.** This Agreement may be signed by the Parties in different counterparts and the signature pages combined to create a document binding on all Parties.

17. **Attorneys' Fees.** In the event of any action between Donor and Grantee seeking enforcement of any of the terms and conditions of this Agreement, or in connection with the Real Property, the prevailing Party in such action shall be awarded, in addition to damages, injunctive or other relief, its reasonable costs and expenses, including, but not limited to, taxable costs and reasonable attorneys' fees.

18. **Amendment.** No change, amendment or modification of this Agreement shall be valid unless the same be in writing and signed by the parties hereto.

19. **Authority to Execute the Agreement.** This Agreement has been approved by the City Council for the City of Firebaugh ("**City Council**") at a meeting duly called and lawfully held by the City Council. The person executing this Agreement on behalf of the Grantee has been duly authorized by the City Council to execute this Agreement on behalf of Grantee and to bind Grantee to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first hereinabove written.

"DONORS"

Dated: _____, 2025

By: _____
Firebaugh City Manager,
BEN GALLEGOS, on behalf of
City of Firebaugh

"GRANTEE"

Dated: _____, 2025

By: _____
DENNIS P. SOARES, on behalf of
Soares Firebaugh, LLC, a California
Limited Liability Company,

Exhibit A

LEGAL DESCRIPTION

The following described real property in the City of Firebaugh, County of Fresno, State of California:

**Lots 1, 2 and 3 of Tract No, 1075, Poso Addition to Firebaugh,
according to the map thereof recorded in Book 15, page 15 of
Plats, Fresno County Records.**

APN: 008-100-26

Exhibit B

Gift Deed and Certificate or Resolution of Acceptance

Corrective Certificate of Acceptance

Pursuant to Government Code Section 27281, this is to certify that the interest in real Property conveyed by the Public Utility Easement dated February 12, 2013, and recorded on November 18, 2015 as Instrument No. DOC-215-0148109, Official Records of Fresno County, California, from FAMILY DOLLAR INC., a North Carolina corporation to City of Firebaugh, a Governmental Agency, is hereby accepted by the City Council of the City of Firebaugh on behalf of the public.

This Certificate is recorded to correct the Certificate of Acceptance originally executed on February 12, 2013, Which omitted the phrase "on behalf of the public." All other terms of the original easement remain unchanged.

4
RECORDED WITHOUT FEE UNDER
SECTION 6103 GOVERNMENT CODE
OF THE STATE OF CALIFORNIA

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

FRESNO County Recorder
Paul Dictos, C.P.A.

DOC- 2015-0148109

Wednesday, NOV 18, 2015 16:00:51
Ttl Pd \$0.00 Rcpt # 0004427813
ELP/R6/1-4

Space above this line for Recorder's use

EASEMENT DEED

DOCUMENTARY TRANSFER TAX: \$0.00 (Transfer to Government Agency)

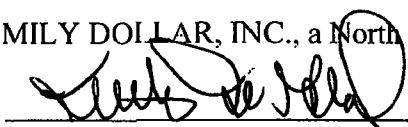
☒ Computed on full value of property conveyed.

☐ Computed on full value less liens and encumbrances remaining at time of sale.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
FAMILY DOLLAR, INC., a North Carolina corporation, ("Grantor") hereby GRANT to the
City of Firebaugh ("Grantee") an easement for public utilities and incidental purposes including
the right of surface access to install, operate, and maintain said utilities on, over, and through that
certain real property described in Exhibits "A" and "B" attached hereto.

FAMILY DOLLAR, INC., a North Carolina corporation

By



Dated: February 12, 2013

Name: Keith M. Gehl

Title: Senior Vice President

State of North Carolina)

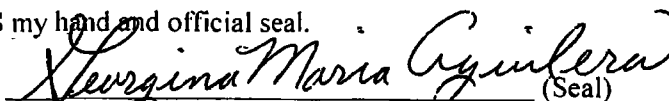
County of Mecklenburg)

On February 12, 2013 before me, GEORGINA MARIA AGUILERA,
Notary Public, personally appeared KEITH M. GEHL, SENIOR VICE PRESIDENT,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of North Carolina that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature:

 (Seal)

Name: GEORGINA MARIA AGUILERA

Commission expires:

July 7, 2015

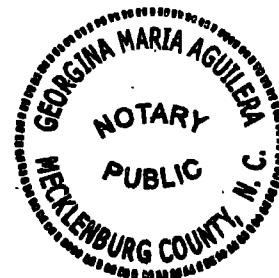


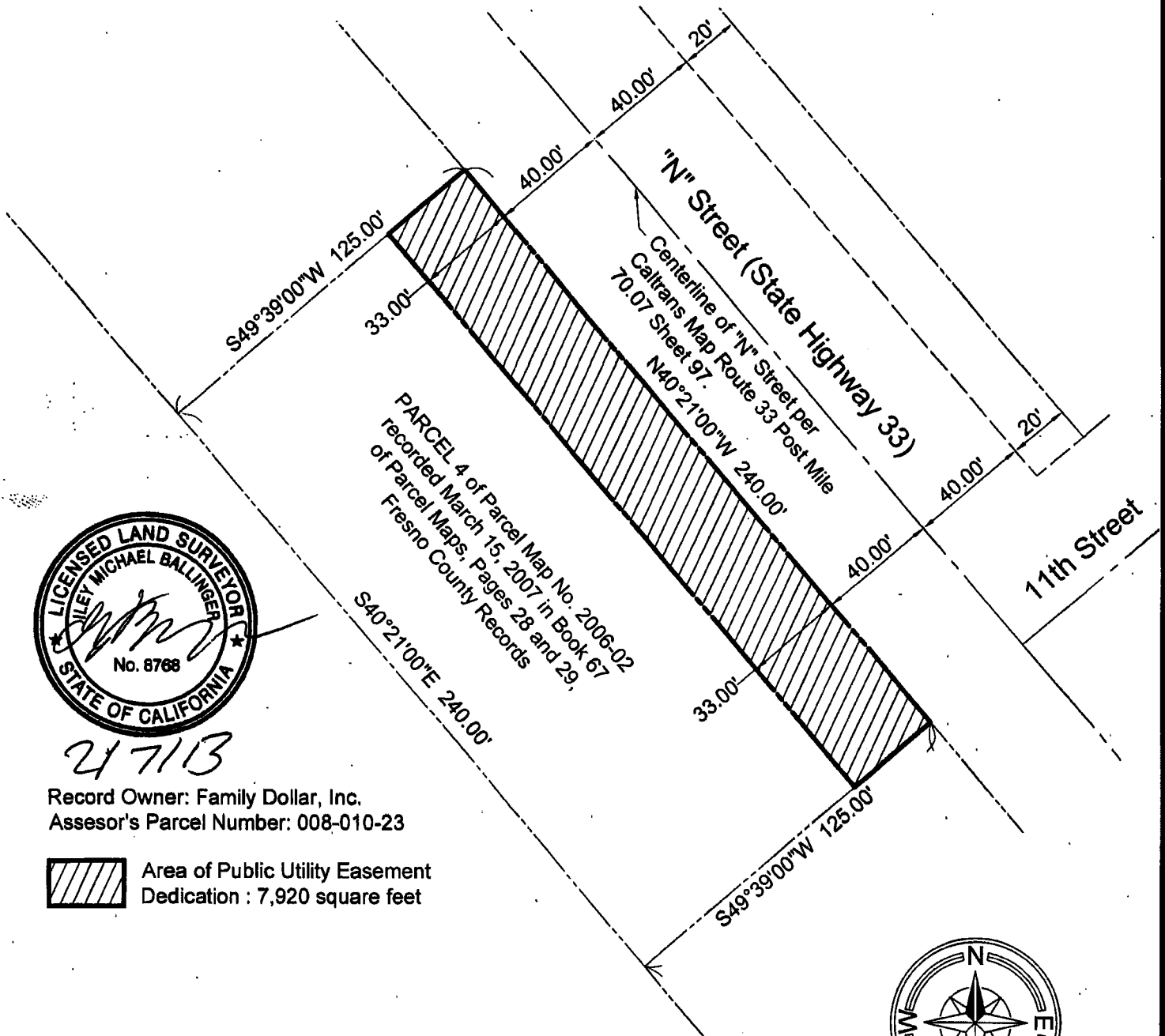
EXHIBIT "A"

The northeasterly 33.00 feet of Parcel 4 of Parcel Map No. 2006-02, filed March 15, 2007 in Book 67 of Parcel Maps at Pages 28 and 29, Fresno County Records, in the City of Firebaugh, County of Fresno, State of California, lying within Section 29, Township 12 South, Range 14 East, Mount Diablo Base and Meridian.



217113

EXHIBIT "B"



24713

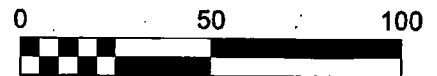
Record Owner: Family Dollar, Inc.
Assessor's Parcel Number: 008-010-23



Area of Public Utility Easement
Dedication : 7,920 square feet

Basis of Bearings

The Southwesterly right-of-way line of "N" Street as shown on Parcel Map No. 2006-02 lying within Section 29, Township 12 South, Range 14 East, Mount Diablo Base and Meridian, in the City of Firebaugh, County of Fresno, State of California and is taken to be South 40° 21' 00" East.



Scale : 1" = 50'



LARS ANDERSEN & ASSOCIATES, INC.
CIVIL ENGINEERS - LAND SURVEYORS - PLANNERS
4694 WEST JACQUELYN AVENUE FRESNO CA 93722
Ph: 559 276-2790 Fx: 559 276-0850 Web: LARSANDERSEN.COM

JOB NO: 12015.00
DR. BY: DRG
CH. BY: IB
DATE: 01-07-2013
SCALE: 1"=50'

SHEET NO. 1

OF 1 SHEET 3

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this deed to the City of Firebaugh, a Governmental Agency, is hereby accepted by action of the City Council of said City of Firebaugh on 2/12/2013 and the Grantee consents to the recordation thereof.

By Rita Lozano

Rita Lozano
Deputy City Clerk of the City Council

4

EXHIBIT - A



MEMORANDUM OF UNDERSTANDING

TERMS AND CONDITIONS

BETWEEN

The City OF FIREBAUGH and the FIREBAUGH
MISCELLANEOUS EMPLOYEES' ASSOCIATION

Represented by Operating Engineers Local
No. 3 (AFL-CIO)

Effective July 1, 2025 – June 30, 2027

RESOLUTION NO. 25-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE FIREBAUGH MISCELLANEOUS EMPLOYEES' ASSOCIATION

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, 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 City Manager and staff are hereby, authorized to carry out the purposes and activities described in the Memorandum of Understanding.
4. This Resolution shall be retroactive to July 19, 2025, 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 4th day of August, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

ATTEST:

Freddy Valez, Mayor

Olga Flores, Acting Deputy City Clerk

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MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF FIREBAUGH AND
FIREBAUGH MISCELLANEOUS EMPLOYEES ASSOCIATION
July 1, 2025 through June 30, 2027

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:

Public Works Maintenance

Utility Maintenance Worker I
Utility Maintenance Worker II
Utility Maintenance Worker III
Equipment Mechanic
Facilities Custodian
Utility Maintenance Crew Leader

Water & Waste Water Operators

Water/Sewer Operator Trainee
Water/Sewer Operator I
Water/Sewer Operator II
Water/Sewer Supervisor

- 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 I REGULATIONS I 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.
 - o 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.
 - o 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, 2025 through June 30, 2027. (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, 2025 through June 30, 2027:
 - July 1, 2025 – 4.0% Increase
 - July 1, 2026 – 3.5% 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:
 - Equipment Mechanic
 - 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
 - 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.
 - 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:
 - o New carrier / provider's network of providers matches or exceeds current plan(s).
 - o New carrier / provider's benefits matches or exceeds current plan(s).
 - o 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 (Retiree11t 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:
 - o Employee #1: Tuesday - Saturday
 - o 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

One through five years of service
Six years through ten years
Eleven years through fifteen years
Sixteen years through twenty years
Over twenty years

Hours Earned per annum

80 hours per annum
96 hours per annum
120 hours per annum
144 hours per annum
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.

<u>Years of Service</u>	<u>Maximum Hours</u>
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.

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:
 - o Personal illness or incapacity.
 - o 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.

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

31) STATE DISABILITY INSURANCE (SDI):

City and Non-Representative have formally agreed to implement SDI as an option for employees to participate.

32) GRIEVANCE PROCEDURE

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

33) DISCIPLINE PROCEDURE

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

34) 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:

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

35) BEREAVEMENT LEAVE

"Bereavement Leave" is in the City Personnel Rules and is incorporated herein by reference. In the event of a death in a regular full-time employee's immediate family, that employee may have up to five (5) working days. Employees are eligible for three (3) days of paid bereavement leave. Should additional time be needed employees will be required to use two (2) days of their accrued sick or vacation time to extend their leave. "Immediate Family" is defined as father, mother, brother, sister, spouse, child, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandparents, grandchildren, stepfather, stepmother, and stepchild. AB1949.

36) JURY DUTY

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

37) VOTING

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

38) 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.

39) WORKER'S COMPENSATION

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

40) 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.

41) 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.

42) 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.
 - 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.
 - 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.
 - 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.
 - 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
 - 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.

43) 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:
 - Direct the work of its employees.
 - Hire, fire, promote, transfer, assign, reassign, and classify employees with the City.
 - Discipline employees for proper cause and in accordance with the City of Firebaugh Personnel Rules.
 - Take any actions deemed necessary to carry out the mission of the City in emergencies.

- Determine the methods, means and the personnel necessary, by which operations of the City are to be carried on.
- Determine its budget, policies of the City, organization, merits, necessity and level of service or any activity provided to the public.
- 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.

44) 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.

45) 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.

46) 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.

47) 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.

48) TERM OF MOU

The term of the MOU shall commence on July 1, 2025 and expire on June 30, 2027, unless otherwise agreed in writing between the parties.

49) 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.

CITY OF FIREBAUGH - Public Works/FMEA/Resolution 25-26

4% Increase

Salary Schedule for Fiscal Year July 1, 2025 - Fiscal Year Ending June 30, 2026

Position	Range		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Utility Maintenance Worker I	35	Hourly	19.2802	20.2442	21.2564	22.3193	23.4352	24.6070	25.8373
		Bi-Weekly	1,542.4171	1,619.5380	1,700.5149	1,785.5406	1,874.8177	1,968.5586	2,066.9865
		Monthly	3,341.9038	3,508.9990	3,684.4489	3,868.6714	4,062.1050	4,265.2102	4,478.4707
		Annual	40,102.8456	42,107.9879	44,213.3873	46,424.0567	48,745.2595	51,182.5225	53,741.6486
Utility Maintenance Worker II	38	Hourly	20.8233	21.8644	22.9577	24.1055	25.3108	26.5764	27.9052
		Bi-Weekly	1,665.8614	1,749.1545	1,836.6122	1,928.4428	2,024.8650	2,126.1082	2,232.4136
		Monthly	3,609.3664	3,789.8347	3,979.3265	4,178.2928	4,387.2074	4,606.5678	4,836.8962
		Annual	43,312.3968	45,478.0167	47,751.9175	50,139.5134	52,646.4890	55,278.8135	58,042.7542
Utility Maintenance Worker III	43	Hourly	23.5594	24.7374	25.9742	27.2730	28.6366	30.0684	31.5719
		Bi-Weekly	1,884.7523	1,978.9899	2,077.9394	2,181.8364	2,290.9282	2,405.4746	2,525.7483
		Monthly	4,083.6300	4,287.8115	4,502.2021	4,727.3122	4,963.6778	5,211.8617	5,472.4547
		Annual	49,003.5598	51,453.7378	54,026.4247	56,727.7459	59,564.1332	62,542.3399	65,669.4569
Equipment Mechanic	46	Hourly	25.3093	26.5747	27.9035	29.2986	30.7636	32.3017	33.9168
		Bi-Weekly	2,024.7407	2,125.9777	2,232.2766	2,343.8904	2,461.0849	2,584.1392	2,713.3461
		Monthly	4,386.9381	4,606.2850	4,836.5992	5,078.4292	5,332.3507	5,598.9682	5,878.9166
		Annual	52,643.2570	55,275.4198	58,039.1908	60,941.1503	63,988.2078	67,187.6182	70,546.9991
Utility Maintenance Crew Leader	47	Hourly	25.9615	27.2596	28.6225	30.0537	31.5563	33.1342	34.7909
		Bi-Weekly	2,076.9181	2,180.7640	2,289.8022	2,404.2923	2,524.5070	2,650.7323	2,783.2689
		Monthly	4,499.9893	4,724.9887	4,961.2382	5,209.3001	5,469.7651	5,743.2533	6,030.4160
		Annual	53,999.8712	56,699.8648	59,534.8580	62,511.6009	65,637.1810	68,919.0400	72,364.9920
Facilities Custodian	36	Hourly	19.7893	20.7787	21.8177	22.9085	24.0540	25.2567	26.5195
		Bi-Weekly	1,583.1410	1,662.2981	1,745.4130	1,832.6836	1,924.3178	2,020.5337	2,121.5604
		Monthly	3,430.1389	3,601.6458	3,781.7281	3,970.8145	4,169.3553	4,377.8230	4,596.7142
		Annual	41,161.6667	43,219.7501	45,380.7376	47,649.7744	50,032.2632	52,533.8763	55,160.5701

CITY OF FIREBAUGH - Public Works/FMEA/Resolution 25-26

4% Increase

Salary Schedule for Fiscal Year July 1, 2025 - Fiscal Year Ending June 30, 2026

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	20.8074	21.8477	22.9401	24.0871			
		Bi-Weekly	1,664.5888	1,747.8182	1,835.2091	1,926.9696			
		Monthly	3,606.6090	3,786.9395	3,976.2865	4,175.1008			
		Annual	43,279.3086	45,443.2740	47,715.4377	50,101.2096			
Water/Sewer Operator I		Hourly	24.7048	25.9400	27.2370	28.5989	30.0288	31.5302	33.1067
		Bi-Weekly	1,976.3810	2,075.2001	2,178.9601	2,287.9081	2,402.3035	2,522.4187	2,648.5396
		Monthly	4,282.1589	4,496.2669	4,721.0802	4,957.1342	5,204.9909	5,465.2405	5,738.5025
		Annual	51,385.9069	53,955.2023	56,652.9624	59,485.6105	62,459.8910	65,582.8856	68,862.0299
Water/Sewer Operator II		Hourly	27.2341	28.5958	30.0256	31.5269	33.1032	34.7584	36.4963
		Bi-Weekly	2,178.7278	2,287.6642	2,402.0474	2,522.1498	2,648.2573	2,780.6702	2,919.7037
		Monthly	4,720.5770	4,956.6058	5,204.4361	5,464.6579	5,737.8908	6,024.7854	6,326.0246
		Annual	56,646.9238	59,479.2700	62,453.2335	65,575.8952	68,854.6900	72,297.4245	75,912.2957
Water/Sewer Lead Operator		Hourly	34.7585	36.4964	38.3212	40.2373	42.2491	44.3616	46.5797
		Bi-Weekly	2,780.6778	2,919.7117	3,065.6972	3,218.9821	3,379.9312	3,548.9278	3,726.3741
		Monthly	6,024.8018	6,326.0419	6,642.3440	6,974.4612	7,323.1843	7,689.3435	8,073.8107
		Annual	72,297.6219	75,912.5030	79,708.1281	83,693.5345	87,878.2112	92,272.1218	96,885.7279

* 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/Resolution 25-26**3.5% Increase****Salary Schedule for Fiscal Year July 1, 2026 - Fiscal Year Ending June 30, 2027**

Position	Range		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Utility Maintenance Worker I	35	Hourly	19.9550	20.9528	22.0004	23.1004	24.2555	25.4682	26.7416
		Bi-Weekly	1,596.4017	1,676.2218	1,760.0329	1,848.0346	1,940.4363	2,037.4581	2,139.3310
		Monthly	3,458.8704	3,631.8140	3,813.4047	4,004.0749	4,204.2786	4,414.4926	4,635.2172
		Annual	41,506.4452	43,581.7675	45,760.8559	48,048.8987	50,451.3436	52,973.9108	55,622.6063
Utility Maintenance Worker II	38	Hourly	21.5521	22.6297	23.7612	24.9492	26.1967	27.5065	28.8819
		Bi-Weekly	1,724.1666	1,810.3749	1,900.8936	1,995.9383	2,095.7352	2,200.5220	2,310.5481
		Monthly	3,735.6942	3,922.4789	4,118.6029	4,324.5330	4,540.7597	4,767.7977	5,006.1875
		Annual	44,828.3307	47,069.7472	49,423.2346	51,894.3963	54,489.1161	57,213.5720	60,074.2506
Utility Maintenance Worker III	43	Hourly	24.3840	25.6032	26.8833	28.2275	29.6389	31.1208	32.6769
		Bi-Weekly	1,950.7186	2,048.2546	2,150.6673	2,258.2007	2,371.1107	2,489.6662	2,614.1495
		Monthly	4,226.5570	4,437.8849	4,659.7791	4,892.7681	5,137.4065	5,394.2768	5,663.9907
		Annual	50,718.6844	53,254.6186	55,917.3495	58,713.2170	61,648.8779	64,731.3218	67,967.8879
Equipment Mechanic	46	Hourly	26.1951	27.5048	28.8801	30.3241	31.8403	33.4323	35.1039
		Bi-Weekly	2,095.6066	2,200.3869	2,310.4062	2,425.9266	2,547.2229	2,674.5840	2,808.3132
		Monthly	4,540.4809	4,767.5050	5,005.8802	5,256.1742	5,518.9829	5,794.9321	6,084.6787
		Annual	54,485.7709	57,210.0595	60,070.5625	63,074.0906	66,227.7951	69,539.1849	73,016.1441
Utility Maintenance Crew Leader	47	Hourly	26.8701	28.2136	29.6243	31.1055	32.6608	34.2938	36.0085
		Bi-Weekly	2,149.6103	2,257.0908	2,369.9453	2,488.4426	2,612.8647	2,743.5079	2,880.6833
		Monthly	4,657.4889	4,890.3633	5,134.8815	5,391.6256	5,661.2069	5,944.2672	6,241.4806
		Annual	55,889.8667	58,684.3601	61,618.5781	64,699.5070	67,934.4823	71,331.2064	74,897.7667
Facilities Custodian	36	Hourly	20.4819	21.5060	22.5813	23.7103	24.8959	26.1407	27.4477
		Bi-Weekly	1,638.5510	1,720.4785	1,806.5024	1,896.8276	1,991.6689	2,091.2524	2,195.8150
		Monthly	3,550.1938	3,727.7034	3,914.0886	4,109.7930	4,315.2827	4,531.0468	4,757.5992
		Annual	42,602.3251	44,732.4413	46,969.0634	49,317.5166	51,783.3924	54,372.5620	57,091.1901

CITY OF FIREBAUGH - Public Works/FMEA/Resolution 25-26**3.5% Increase****Salary Schedule for Fiscal Year July 1, 2026 - Fiscal Year Ending June 30, 2027****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	21.5356	22.6124	23.7430	24.9302			
		Bi-Weekly	1,722.8494	1,808.9919	1,899.4415	1,994.4135			
		Monthly	3,732.8404	3,919.4824	4,115.4565	4,321.2293			
		Annual	44,794.0844	47,033.7886	49,385.4780	51,854.7519			
Water/Sewer Operator I		Hourly	25.5694	26.8479	28.1903	29.5998	31.0798	32.6338	34.2655
		Bi-Weekly	2,045.5544	2,147.8321	2,255.2237	2,367.9849	2,486.3841	2,610.7033	2,741.2385
		Monthly	4,432.0345	4,653.6362	4,886.3180	5,130.6339	5,387.1656	5,656.5239	5,939.3501
		Annual	53,184.4137	55,843.6344	58,635.8161	61,567.6069	64,645.9872	67,878.2866	71,272.2009
Water/Sewer Operator II		Hourly	28.1873	29.5967	31.0765	32.6303	34.2618	35.9749	37.7737
		Bi-Weekly	2,254.9833	2,367.7325	2,486.1191	2,610.4251	2,740.9463	2,877.9936	3,021.8933
		Monthly	4,885.7972	5,130.0870	5,386.5914	5,655.9210	5,938.7170	6,235.6529	6,547.4355
		Annual	58,629.5662	61,561.0445	64,639.0967	67,871.0515	71,264.6041	74,827.8343	78,569.2260
Water/Sewer Lead Operator		Hourly	35.9750	37.7738	39.6625	41.6456	43.7279	45.9143	48.2100
		Bi-Weekly	2,878.0015	3,021.9016	3,172.9966	3,331.6465	3,498.2288	3,673.1402	3,856.7972
		Monthly	6,235.6699	6,547.4534	6,874.8260	7,218.5674	7,579.4957	7,958.4705	8,356.3940
		Annual	74,828.0386	78,569.4406	82,497.9126	86,622.8082	90,953.9486	95,501.6461	100,276.7284

* 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

Benjamin Gallegos, City Manager

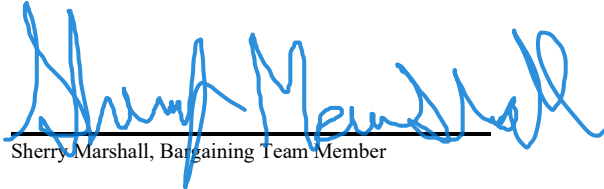
Date

CITY OF FIREBAUGH ATTORNEY

Christina G. Smith, City Attorney

Date

FIREBAUGH MISCELLANEOUS EMPLOYEES' ASSOCIATION




Sherry Marshall, Bargaining Team Member



Date

FIREBAUGH MISCELLANEOUS EMPLOYEES' ASSOCIATION



Luis F. Valdez, Bargaining Team Member



Date

OPERATING ENGINEERS LOCAL UNION NO.3 AFL-CIO



Allen Dunbar, Business Representative

07/30/2025

Date

EXHIBIT - A



MEMORANDUM OF UNDERSTANDING

Between the CITY OF FIREBAUGH and the
FIREBAUGH POLICE OFFICERS ASSOCIATION

TERMS AND CONDITIONS

Effective July 1, 2025 – June 30, 2027

Represented By:

MASTAGNI HOLSTEDT,
A.P.C. – Labor and Employment
Department

RESOLUTION NO. 25-27

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

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 City Manager and staff are hereby authorized to carry out the purposes and activities described in the Memorandum of Understanding.
4. 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 4th day of August, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

ATTEST:

Freddy Valdez, Mayor

Olga Flores, Acting Deputy City Clerk

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**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF FIREBAUGH
AND FIREBAUGH POLICE OFFICERS ASSOCIATION**

July 1, 2025 - June 30, 2027

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 MASTAGNI HOLSTEDT, A.P.C - Labor and Employment Department, 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 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, Lead Dispatcher, Dispatch, Community Service Officer, Records Supervisor, Code Enforcement / Animal Control Officer will receive the following increases:
- 1) Effective August 4, 2025 all classifications shall receive a four percent (4%) equity adjustment to their base rate of pay.
 - 2) Effective July 1, 2026, all classifications shall receive a three and a half percent (3.5%) equity adjustment to their base rate of pay.
- 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. At the 10-year employment anniversary date, and at each five (5) year increment of employment, employee will be given additional \$2,000.00 for longevity pay..
- B. Longevity pay will be distributed during the regular salary pay period on a bi-weekly basis. This only applies to the employees that do not receive 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.

D. **SPECIAL ASSIGNMENT PAY**

In addition to any other pay specified in this Agreement, members assigned to the following assignments will be entitled to an additional five percent (5%) increase of their base rate of pay:

- School Resource Officers

E. **SHIFT DIFFERENTIAL PAY**

Members working the graveyard shift shall receive a Graveyard shift differential of two and half percent (2.5%) of their base rate of pay.

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. **Work Schedule**

Employees shall be given at least fourteen (14) calendar days' notice before changing an employees' regular shift unless exigent circumstances exist requiring less notice. This section does not preclude an employee from voluntarily agreeing to a change in schedule.

- B. **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.

- C. 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 August 4, 2025 - and expire on June 30, 2027, 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.

CITY OF FIREBAUGH - Police Department Dispatchers, Records Supervisor & Code Enforcement									
<u>Resolution 25-27</u>									
<u>4% Increase</u>									
Salary Schedule for Fiscal Year July 1, 2025 - Fiscal Year Ending June 30, 2026									
Position	Range		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Lead Dispatcher	43	Hourly	25.0202	26.2712	27.5848	28.9640	30.4122	31.9328	33.5295
		Bi-Weekly	2,001.6172	2,101.6981	2,206.7830	2,317.1221	2,432.9782	2,554.6271	2,682.3585
		Monthly	4,336.8373	4,553.6791	4,781.3631	5,020.4312	5,271.4528	5,535.0254	5,811.7767
		Annual	52,042.0472	54,644.1496	57,376.3570	60,245.1749	63,257.4336	66,420.3053	69,741.3206
Dispatcher I	33	Hourly	19.6929	20.6776	21.7115	22.7971	23.9369	25.1337	26.3904
		Bi-Weekly	1,575.4360	1,654.2078	1,736.9182	1,823.7641	1,914.9523	2,010.6999	2,111.2349
		Monthly	3,413.4446	3,584.1169	3,763.3227	3,951.4888	4,149.0633	4,356.5164	4,574.3423
		Annual	40,961.3356	43,009.4024	45,159.8725	47,417.8661	49,788.7594	52,278.1974	54,892.1073
Community Services Officer	41	Hourly	23.9655	25.1638	26.4219	27.7430	29.1302	30.5867	32.1160
		Bi-Weekly	1,917.2388	2,013.1007	2,113.7558	2,219.4436	2,330.4157	2,446.9365	2,569.2834
		Monthly	4,154.0174	4,361.7183	4,579.8042	4,808.7944	5,049.2341	5,301.6958	5,566.7806
		Annual	49,848.2088	52,340.6192	54,957.6502	57,705.5327	60,590.8093	63,620.3498	66,801.3673
Records Supervisor		Hourly	25.6095	26.8900	28.2345	29.6462	31.1285	32.6849	34.3192
		Bi-Weekly	2,048.7593	2,151.1973	2,258.7572	2,371.6950	2,490.2798	2,614.7938	2,745.5334
		Monthly	4,438.9785	4,660.9275	4,893.9738	5,138.6725	5,395.6062	5,665.3865	5,948.6558
		Annual	53,267.7424	55,931.1295	58,727.6860	61,664.0703	64,747.2738	67,984.6375	71,383.8694
Code Enforcement / Animal Control Officer		Hourly	21.8207	22.9118	24.0574	25.2602	26.5233	27.8494	29.2419
		Bi-Weekly	1,745.6600	1,832.9430	1,924.5901	2,020.8196	2,121.8606	2,227.9536	2,339.3513
		Monthly	3,782.2633	3,971.3764	4,169.9452	4,378.4425	4,597.3646	4,827.2329	5,068.5945
		Annual	45,387.1592	47,656.5171	50,039.3430	52,541.3101	55,168.3756	57,926.7944	60,823.1341

CITY OF FIREBAUGH - Police Department Dispatchers, Records Supervisor & Code Enforcement									
<u>Resolution 25-27</u>									
<u>3.5% Increase</u>									
Salary Schedule for Fiscal Year July 1, 2026 - Fiscal Year Ending June 30, 2027									
Position	Range		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Lead Dispatcher	43	Hourly	25.8959	27.1907	28.5503	29.9778	31.4767	33.0505	34.7030
		Bi-Weekly	2,071.6738	2,175.2575	2,284.0204	2,398.2214	2,518.1325	2,644.0391	2,776.2410
		Monthly	4,488.6266	4,713.0579	4,948.7108	5,196.1463	5,455.9537	5,728.7513	6,015.1889
		Annual	53,863.5189	56,556.6948	59,384.5295	62,353.7560	65,471.4438	68,745.0160	72,182.2668
Dispatcher I	33	Hourly	20.3822	21.4013	22.4714	23.5949	24.7747	26.0134	27.3141
		Bi-Weekly	1,630.5762	1,712.1051	1,797.7103	1,887.5958	1,981.9756	2,081.0744	2,185.1281
		Monthly	3,532.9152	3,709.5610	3,895.0390	4,089.7910	4,294.2805	4,508.9945	4,734.4443
		Annual	42,394.9823	44,514.7314	46,740.4680	49,077.4914	51,531.3660	54,107.9343	56,813.3310
Community Services Officer	41	Hourly	24.8043	26.0445	27.3467	28.7141	30.1498	31.6572	33.2401
		Bi-Weekly	1,984.3422	2,083.5593	2,187.7372	2,297.1241	2,411.9803	2,532.5793	2,659.2083
		Monthly	4,299.4080	4,514.3784	4,740.0973	4,977.1022	5,225.9573	5,487.2552	5,761.6179
		Annual	51,592.8961	54,172.5409	56,881.1680	59,725.2264	62,711.4877	65,847.0621	69,139.4152
Records Supervisor		Hourly	26.5058	27.8311	29.2227	30.6838	32.2180	33.8289	35.5203
		Bi-Weekly	2,120.4659	2,226.4892	2,337.8137	2,454.7043	2,577.4396	2,706.3115	2,841.6271
		Monthly	4,594.3428	4,824.0599	5,065.2629	5,318.5261	5,584.4524	5,863.6750	6,156.8587
		Annual	55,132.1134	57,888.7191	60,783.1550	63,822.3128	67,013.4284	70,364.0998	73,882.3048
Code Enforcement / Animal Control Officer		Hourly	22.5845	23.7137	24.8994	26.1444	27.4516	28.8242	30.2654
		Bi-Weekly	1,806.7581	1,897.0960	1,991.9508	2,091.5483	2,196.1257	2,305.9320	2,421.2286
		Monthly	3,914.6425	4,110.3746	4,315.8933	4,531.6880	4,758.2724	4,996.1860	5,245.9953
		Annual	46,975.7097	49,324.4952	51,790.7200	54,380.2560	57,099.2688	59,954.2322	62,951.9438

CITY OF FIREBAUGH Police Officer's Association									
<u>Resolution 25-27</u>									
<u>4% Increase</u>									
Salary Schedule for Fiscal Year July 1, 2025 - Fiscal Year Ending June 30, 2026									
Position	Range		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Police Sergeant	55	Hourly	32.5629	34.8423	37.2812	39.8909	42.6833	45.6711	48.8681
		Bi-Weekly	2,605.0307	2,787.3829	2,982.4997	3,191.2747	3,414.6639	3,653.6904	3,909.4487
		Monthly	5,644.2333	6,039.3296	6,462.0827	6,914.4285	7,398.4385	7,916.3292	8,470.4722
		Annual	67,730.7993	72,471.9553	77,544.9922	82,973.1416	88,781.2615	94,995.9498	101,645.6663
Police Corporal	51	Hourly	29.5937	31.6652	33.8818	36.2535	38.7913	41.5066	44.4121
		Bi-Weekly	2,367.4934	2,533.2179	2,710.5432	2,900.2812	3,103.3009	3,320.5319	3,552.9691
		Monthly	5,129.5690	5,488.6388	5,872.8435	6,283.9425	6,723.8185	7,194.4858	7,698.0998
		Annual	61,554.8275	65,863.6654	70,474.1220	75,407.3105	80,685.8222	86,333.8298	92,377.1979
Police Officer	47	Hourly	26.7933	28.6688	30.6757	32.8230	35.1206	37.5790	40.2095
		Bi-Weekly	2,143.4652	2,293.5078	2,454.0533	2,625.8371	2,809.6457	3,006.3209	3,216.7633
		Monthly	4,644.1746	4,969.2669	5,317.1155	5,689.3136	6,087.5656	6,513.6952	6,969.6538
		Annual	55,730.0957	59,631.2024	63,805.3866	68,271.7637	73,050.7871	78,164.3422	83,635.8462

CITY OF FIREBAUGH Police Officer's Association									
<u>Resolution 25-27</u>									
<u>3.5% Increase</u>									
Salary Schedule for Fiscal Year July 1, 2026 - Fiscal Year Ending June 30, 2027									
Position	Range		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	*Step 7
Police Sergeant	55	Hourly	33.7026	36.0618	38.5861	41.2871	44.1772	47.2696	50.5785
		Bi-Weekly	2,696.2068	2,884.9413	3,086.8872	3,302.9693	3,534.1771	3,781.5695	4,046.2794
		Monthly	5,841.7814	6,250.7061	6,688.2556	7,156.4335	7,657.3838	8,193.4007	8,766.9387
		Annual	70,101.3773	75,008.4737	80,259.0669	85,877.2016	91,888.6057	98,320.8081	105,203.2647
Police Corporal	51	Hourly	30.6294	32.7735	35.0677	37.5224	40.1490	42.9594	45.9665
		Bi-Weekly	2,450.3556	2,621.8805	2,805.4122	3,001.7910	3,211.9164	3,436.7505	3,677.3231
		Monthly	5,309.1039	5,680.7411	6,078.3930	6,503.8805	6,959.1522	7,446.2928	7,967.5333
		Annual	63,709.2464	68,168.8937	72,940.7162	78,046.5664	83,509.8260	89,355.5138	95,610.3998
Police Officer	47	Hourly	27.7311	29.6723	31.7493	33.9718	36.3498	38.8943	41.6169
		Bi-Weekly	2,218.4865	2,373.7806	2,539.9452	2,717.7414	2,907.9833	3,111.5421	3,329.3500
		Monthly	4,806.7208	5,143.1912	5,503.2146	5,888.4396	6,300.6304	6,741.6745	7,213.5917
		Annual	57,680.6491	61,718.2945	66,038.5751	70,661.2754	75,607.5647	80,900.0942	86,563.1008

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 D. Smith, City Attorney

Date

FIREBAUGH POLICE OFFICERS ASSOCIATION

Juan Castillo, Police Corporal Officer

Date

Rodolfo Tabares, Police Officer

Date

Raquel Tabares, Records Supervisor

Date

MASTAGNI HOLSTEDT, A.P.C.
Labor and Employment Department

Leticia Ruano, Labor Relations Consultant

Date

MEMORANDUM OF UNDERSTANDING
Between the City of Firebaugh and Eagle Field Airport LLC

This Memorandum of Understanding (“MOU”) is entered into by and between the City of Firebaugh, California, a municipal corporation (hereinafter referred to as “the City”), and Eagle Field Airport LLC, a California limited liability company (hereinafter referred to as “Eagle Field”), and shall be effective as of the date of the last signature below.

Recitals

- A. Eagle Field operates the Eagle Field Airport, located at 11100 W Eagle Avenue, Firebaugh, California 93622.
- B. Eagle Field and the City are engaged in an existing collaborative relationship and recognize the need for a positive and productive partnership between Eagle Field and the City.
- C. Eagle Field and the City desire to enter into this MOU to formalize the parties’ mutual support of job creation, regional connectivity, and sustainable growth within the City, Fresno County, and the surrounding region.

Agreement

The parties hereby agree as follows:

I. Incorporation of Recitals.

The above recitals are specifically incorporated into this MOU.

II. Term

This MOU shall remain in effect for a period of three (3) years from the date of the last signature below and may be renewed, amended, or terminated upon mutual written agreement by both Eagle Field and the City.

III. Statement of Shared Principles

By and through this MOU, the parties affirm their mutual interest and collaboration in the following areas:

1. Support & Partnership

The City acknowledges its strong partnership with, and support for, Eagle Field, and commits to ongoing dialogue and coordination to support mutual development objectives, including housing and transportation.

2. Housing

The City recognizes the need for expanded housing options to support workforce growth in the City and the surrounding region. The City is actively constructing a new residential subdivision and developing new multifamily housing within City limits. In addition, the City is evaluating the possibility of allotting additional building permits to accommodate projected housing demand related to regional economic development.

3. Transportation

The parties will coordinate efforts to explore improvements to transportation infrastructure and access, including transit services, shuttle programs, and road enhancements connecting Eagle Field with the City and the surrounding region.

4. Infrastructure & Utilities

The parties will explore infrastructure improvements that support future growth, including improvements to water, wastewater, and roadway infrastructure, as well as expansions to broadband.

5. Schools & Colleges

The parties commit to engaging local school districts, community colleges, and educational partners to develop workforce-aligned programs, internships, and curricula relevant to the advanced technologies being developed at Eagle Field.

6. Permitting & Regulatory Collaboration

The City will support will provide guidance and assistance to Eagle Field with regard to local and regional permitting processes, where applicable, and assist in facilitating interagency cooperation, to the extent possible, to ensure efficient project development.

7. Workforce Development

The parties will work together with regional partners to identify and train a workforce aligned with the Eagle Field project.

8. Endorsement & Promotion

The City endorses the Eagle Field project as a transformative regional initiative and will continue to champion and promote its success in the City and the surrounding region.

IV. Non-Binding Agreement

This MOU is not a binding agreement and the parties do not intend to create any legal obligations in executing this MOU. This MOU is intended only as a mutual expression of support of job creation, regional connectivity, and sustainable growth and serves as a statement of goodwill and partnership between the City and Eagle Field. No rights, liabilities, or commitments shall be created through execution of this MOU.

In WITNESS WHEREOF, the parties have executed this MOU as of the dates set forth below.

City of Firebaugh

Eagle Field Airport LLC

Signature

Signature

Name: Freddy Valdez

Name: Maki Kaplinsky

Title: Mayor

Title: Managing Partner

Date:

Date:

ORDINANCE NO. ____**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH, CALIFORNIA, AMENDING CHAPTER 16.5 OF THE FIREBAUGH MUNICIPAL CODE REGARDING PUBLIC NUISANCE ABATEMENT.**

WHEREAS, the City of Firebaugh (“City”) is a general law city, incorporated under the State of California, with the power to make and enforce within its jurisdictional limits all local, police, sanitary, land use, and other ordinances and regulations not in conflict with general laws of the state; and

WHEREAS, the City Council adopted Ordinance No. 85-1 adding Chapter 16.5 to the Firebaugh Municipal Code (“FMC”) to address the issue of public nuisance abatement to protect the City and its citizens from property conditions injurious to public health and ensure the security and maintenance of neighborhoods and the general welfare; and

WHEREAS, the City Council desires to amend Chapter 16.5 of the FMC to further address issues related to abandoned or vacated properties, add additional requirements for security and registration, and create a monitoring program to ensure compliance with these regulations; and

WHEREAS, the City Council desires to amend the FMC pursuant to the Ordinance to preserve and protect the public peace, health, safety, and welfare; and

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF FIREBAUGH HEREBY ORDAINS AS FOLLOWS:

SECTION 1. RECITALS. The above recitals are true and correct and are hereby incorporated into this Ordinance.

SECTION 2. AMENDMENT. Chapter 16.5 of the Firebaugh Municipal Code is hereby amended to read as follows (deletions in ~~striketrough~~ and additions in **red**):

Chapter 16.5 Public Nuisance Abatement

Sections:

§ 16.5-1 TITLE.

This chapter shall be known as the City of Firebaugh Public Nuisance Abatement Ordinance.

§ 16.5-2 FINDINGS.

The council finds and determines as follows:

- a. That the City has a history and a reputation for well kept properties and that the property values and the general welfare of the community are founded, in part, upon the appearance and maintenance of private properties;
- b. That there is a need for further emphasis on property maintenance and sanitation in that certain conditions, as described in this chapter, have been found from place to place throughout the city;
- c. That the existence of such conditions as described in this chapter, is injurious and inimical to the public health, safety and welfare of the residents of the city and contributes substantially and increasingly to the deterioration of neighborhoods;
- d. That unless correct measures are undertaken to alleviate such existing conditions, and assure the avoidance of future problems in this regard, the public health, safety, and general welfare and specifically the social and economic standards of the community will be depreciated;
- e. That the abatement of such conditions will improve the general welfare and image of the city; and
- f. That the abatement procedures set forth in this chapter are reasonable and afford due process to all affected persons.
- g. The purposes of this chapter are to safeguard, remedy, and prevent the decay and deterioration of our community by elimination of public nuisances, including Vacant Lots as defined in this chapter. The procedures established in this article are cumulative and in addition to any other remedy established by law.

§ 16.5-3 DEFINITIONS.

- a. ATTRACTIVE NUISANCE shall mean any condition, instrumentality or machine which is unsafe and unprotected and thereby dangerous to young children by reason of their inability to appreciate the peril therein, and which may reasonably be expected to attract young children to the premises and risk injury by playing with, in, or on it.
- b. BLIGHT -- means the condition of a specific Property or group of properties which would be offensive in the eyes of the public; where the conditions are visible from

public streets or right of ways and substantially detract from the aesthetics and economic value of the neighboring Properties including health and safety hazards, public nuisance, crime, neglect and deterioration of Property.

- c. DIRECTOR -- shall mean the fire chief, building inspector, or other city employee designated by the council or city manager to carry out and enforce the provisions of this chapter.
- d. LANDOWNER -- shall mean the person to whom land is assessed as shown on the last equalized assessment roll of the county.
- e. PARK STRIP -- shall mean that portion of street right-of-way which lies between the pProperty line and the outside edge of a gutter or gutter lip, including a driveway approach. Where no curb exists, "pPark sStrip" shall mean the area of pProperty from the pProperty line to the edge of the pavement.
- f. PROPERTY -- shall mean any lot or parcel of land. For the purposes of this definition, "lot or parcel of land" shall include any alley, sidewalk, pPark sStrip of unimproved public easement abutting such lot or parcel of land. Further, for the purpose of this definition, "unimproved public easement" shall not include an exposed irrigation canal.
- g. VACANT LOT -- shall mean any Property, lot or parcel that is either undeveloped; or has an existing on site building or structure that is either abandoned, vacant or unleased by the Property owner for more than ninety (90) consecutive days. A Vacant Lot shall not include lots for which construction on the lot is proceeding diligently to completion in compliance with this Code, or for which a building permit has been issued and has not yet expired in accordance with this Code.

§ 16.5-4 RESPONSIBILITY FOR ENFORCEMENT.

The dDirector shall be responsible for the administration and enforcement of this chapter. For purposes of declaring and abating fire hazards pursuant to the provisions of this chapter, the dDirector is also authorized to perform the duties imposed on the fire chief and fire marshal pursuant to the provisions of Chapter 16 of this code.

§ 16.5-5 PROHIBITED ACTIVITIES.

It is unlawful for any person to keep, maintain, or deposit on any pProperty in the city any of:

- a. Rubbish or junk, including but not limited to refuse, garbage, scrap metal, concrete, asphalt, tin cans, tires, and piles of earth.
- b. Combustible material likely to become easily ignited or debris resulting from any fire and which constitutes a fire hazard, as defined in the Fire Code as adopted by the city pursuant to Chapter 16 of this code.
- c. Inoperative or abandoned motor vehicles which are not stored within an entirely enclosed space or carport, or unless specifically permitted by the zoning ordinance.
- d. The following weeds:

1. Weeds which bear seeds of a downy or wingy nature
2. Sagebrush, chaparral, and any other brush or weeds which attain such large growth as to become, when dry, a menace to adjacent ~~p~~Property.
3. Weeds which are otherwise noxious or dangerous.
4. Puncture vines and tumbleweed.
5. Poison oak and poison ivy when the conditions of growth are such as to constitute a menace to the public health.
6. Dry grass and grass likely to become dry, stubble, brush, litter or other flammable material which endangers the public safety creating a fire hazard, as defined in the Uniform Fire Code as adopted by the city pursuant to Chapter 16 of this code.
- e. Dead, decayed or hazardous trees, residue from a fire or demolition such as concrete or brick foundations and flatwork, and which constitute an unsightly appearance, a fire hazard, or are dangerous to public health and welfare.
- f. Yard landscaping that has become so overgrown or uncontrolled as to create a fire hazard, obstruction to traffic or otherwise a Blight to the neighborhood as defined in this section.

§ 16.5-6 PUBLIC NUISANCES.

It is hereby declared a public nuisance for any person owning, leasing, occupying, directly controlling, or having charge of any ~~p~~Property in this city to:

- a. Maintain any condition described in ~~section~~ 16.5-5.
- b. Maintain an ~~a~~Attractive ~~n~~Nuisance.
- c. Exhibit, store or repair merchandise, signs, bicycle racks or other obstructions upon any public sidewalk, street, alley or easement unless an encroachment permit has been obtained from the ~~d~~Director; provided, however, that this section shall not prohibit any acts authorized by this code relating to the construction of any awnings or buildings, nor prohibit the erection of telegraph, telephone or electric facilities otherwise authorized by law, and this section shall not apply to goods in actual course of delivery, receipt or removal with reasonable dispatch for a time not longer than two hours, nor to shade trees, nor to the erection of any sign which complies with this code as now existing or as hereafter amended, and for which a permit has been issued.
- d. Allow graffiti to remain visible on any building, fence, wall or structure for more than seven days. Graffiti shall be removed, covered or painted over in a manner that restores the defaced surface as much as possible to its original condition.
- e. Allow any vacant commercial or residential structure which has been vacant or unoccupied for a period of six months, to fall into a state of visible or obvious disrepair. Visible or obvious disrepair includes, but is not limited to: boarded up or broken windows or doors; chipping or cracking exterior paint or stucco; the accumulation of trash, construction materials, shopping carts or abandoned

vehicles; broken or visibly missing shingles or roofing materials; or, broken or unmaintained fencing.

§ 16.5-6.5 VACANT LOTS, PROPERTIES, OR PARCELS.

Owner, including but not limited to, beneficiaries/trustees and other responsible parties, shall:

- a. Maintain Vacant Lots compliant with conditions described in section **16.5**, including any perimeter fencing free of weeds, dry brush, dead vegetation, trash, garbage, junk, debris, building materials, vehicles, cars, boats, campers, any accumulation of newspapers, flyers, notices (except those required by federal, state or local law), discarded personal items, including, but not limited to, furniture, clothing, large and small appliances, graffiti, tagging or similar markings. The Property owner or other responsible person must inspect the Property at reasonable intervals or take other reasonable steps to ensure that there is no dead or dying vegetation, litter, weeds, graffiti, debris or materials accumulating on the Property.
- b. Enclose and secure the Vacant Lot with a chain link fence with slats, or other suitable fencing material subject to the satisfaction of the City for the purpose of enclosing the area and preventing public visibility. All fencing must be provided with a gate to allow access to the Vacant Lot for emergency services and such fencing shall be maintained in good condition at all times by the Property owner. Broken or open fences shall be repaired or replaced within seventy-two (72) hours of notification by the City.
- c. Within thirty (30) days after the lot becomes vacant or within thirty (30) days after the effective date of this Chapter, whichever is later, complete a Vacant Lot registration application on a form made available by the City and shall register the Vacant Lot with the Public Works Department or other such department tasked with the registration of Vacant Lots. A reasonable extension of time may be granted by the City for good cause.
- d. At the time of registering the Vacant Lot pay an annual fee as established by resolution of the City Council to defray the cost of administering this Chapter. Said fee shall be prorated based upon the month of the year that the registration occurs and the fee is paid. Registration of a Vacant Lot shall be valid for a period of twelve (12) months. If the lot remains vacant at the expiration of any registration period, then the owner or responsible party shall re-register such Vacant Lot and pay an additional annual fee.
- e. The City shall have the authority to make specific fee exemptions in a case where the Property owner has agreed to allow the Property to be used and operated for a specific community serving use and for a specific minimum time frame.

- f. If the annual registration fee is not paid when due, the fee may be specially assessed against the Property involved. If the fee is specially assessed against the Property, said assessment may be collected and shall be subject to the same penalties and the same procedure and sale in case of delinquency as provided for ordinary real Property taxes. All laws applicable to the levy, collection and enforcement of real Property taxes are applicable to the special assessment.
- g. Prior to the removal of a Vacant Lot from the registration requirement established by this Chapter, the condition(s) which initially compelled registration of the lot must be resolved and an inspection by the City to determine compliance completed. No owner of a Vacant Lot shall be relieved of the registration requirement until all City fees, fines, penalties, or costs as applicable are paid in full.

§ 16.5-7 ENFORCEMENT.

Enforcement of this chapter may be accomplished by the city in any manner authorized by law. The procedures set forth herein shall not be exclusive and shall not in any manner limit or restrict the city from enforcing other city ordinances or abating public nuisances in any other manner provided by law.

§ 16.5-8 NOTICE AND ORDER OF DIRECTOR.

Whenever the ~~d~~Director has inspected or caused to be inspected any ~~p~~Property and has found and determined that conditions constituting a public nuisance exist thereon, the ~~d~~Director at his discretion may use the procedures set forth in this section for the abatement of such public nuisance.

- a. The ~~d~~Director shall issue a notice and order and mail a copy of such notice and order to the land owner of the ~~p~~Property and the person, if other than the land owner, occupying or otherwise in real or apparent charge and control of the ~~p~~Property. The notice and order shall contain:
 - 1. The street address and a legal description sufficient for identification of the ~~p~~Property on which the condition exists.
 - 2. A statement that the ~~d~~Director has determined that a public nuisance is being maintained on the ~~p~~Property with a brief description of the conditions which render the ~~p~~Property a public nuisance.
 - 3. An order to secure permits as appropriate and to physically commence, within 10 days from the date of service of the notice and order, and to complete within 20 days from such date, the abatement of the described conditions.
 - 4. A statement advising that the disposal of materials involved in public nuisances shall be carried forth in a legal manner.

5. A statement advising that if the required work is not commenced within the time specified, the ~~d~~Director will proceed to cause the work to be done, and bill the persons named in the notice for the abatement costs and/or assess the costs against the ~~p~~Property.
 6. A statement advising that any person having any interest or record title in the ~~p~~Property may appeal from the notice and order or any action of the ~~d~~Director to the city council provided the appeal is made in writing as provided in this section and filed with the city clerk within 10 days from the date of service of the notice and order.
 7. A statement advising that the notice and order will be recorded against the ~~p~~Property in the office of the county recorder.
- b. The notice and order, and any amended notice and order, shall be mailed by first class mail, postage prepaid, to each person as required pursuant to the provisions of paragraph a at the address as it appears on the last equalized assessment roll of the county or as known to the ~~d~~Director. The address of owners shown on the assessment roll shall be conclusively deemed to be the proper address for the purpose of mailing such notice. The failure of the ~~d~~Director to make or attempt service on any person required herein to be served shall not invalidate any proceedings hereunder as to any other person duly served. Service by mail in the manner herein provided shall be effective on the date of mailing. The failure of any person entitled to service to receive such notice shall not affect the validity of any proceedings taken under this chapter.
 - c. Proof of service of the notice and order shall be documented at the time of service by a declaration executed by the person effecting service, declaring the time and manner in which service was made.
 - d. At the time the notice and order is served, the ~~d~~Director may file in the office of the county recorder a certificate legally describing the ~~p~~Property and certifying that a public nuisance exists on the ~~p~~Property and the owner has been so notified. Whenever the corrections ordered shall have been completed so that there no longer exists a public nuisance on the ~~p~~Property described in the certificate; or the notice and order rescinded by the council upon appeal; or whenever the city abates the nuisance and the abatement costs have been paid, the ~~d~~Director shall file a new certificate with the county recorder that the nuisance has been abated.
 - e. Vacant Lots who receive a notice and order from the Director on more than three occasions in 18 months shall be deemed a "Nuisance Vacant Lot." Designation as a "Nuisance Vacant Lot" will require visible signage with owner contact information. In addition to the yearly registration fee, a monthly monitoring fee will be imposed upon a "Nuisance Vacant Lot." Said fee shall be imposed thirty (30) days after the designation of a "Nuisance Vacant Lot." A subsequent fee will be

imposed every thirty (30) days until such time as the lot is no longer vacant as defined in this Chapter.

§ 16.5-9 EXTENSION OF TIME TO PERFORM WORK.

Upon receipt of a written request from any person required to conform to the order, the dDirector, in his discretion, may grant an extension of time within which to complete said abatement, if the dDirector determines that such an extension of time will not create or perpetuate a situation imminently dangerous to life or pProperty. The dDirector shall have the authority to place reasonable conditions on any extensions he may grant pursuant to this section.

§ 16.5-10 APPEAL.

Any person aggrieved by the action of the dDirector in issuing a notice and order pursuant to the provisions of this chapter may appeal to the council by filing a written appeal with the city clerk within 10 days of the date of service on the notice and order. If no appeal is filed within the time prescribed the action of the dDirector shall be final.

§ 16.5-11 PERFORMANCE OF ABATEMENT.

Abatement of the nuisance may in the discretion of the dDirector be performed by city forces or by a contractor retained pursuant to the provisions of this code.

§ 16.5-12 ENTRY ON PRIVATE PROPERTY.

- a. The dDirector may enter upon private pProperty to abate the nuisance pursuant to the provisions of this chapter. No person shall obstruct, impede or interfere with any officer, employee, contractor or authorized representative of the city whenever such person is engaged in the work of abatement, pursuant to the provisions of this chapter, or in performing any necessary act preliminary to or incidental to such work or authorized or directed pursuant to this chapter.
- b. No officer, agent or employee of the city shall be personally liable for any damage incurred or alleged to be incurred as a result of any act required permitted or authorized to be done or performed in the discharge of his duties pursuant to this chapter.

§ 16.5-13 ADDITIONAL PROCEEDINGS FOR ABATEMENT OF IMMINENTLY DANGEROUS PUBLIC NUISANCES.

Whenever the dDirector determines that a public nuisance is so imminently dangerous to life or adjacent pProperty that such conditions must be immediately corrected, or isolated, he may institute the following procedures:

- a. The ~~d~~Director shall attempt to make contact through a personal interview, or by telephone with the record owner of the building or premises, or the person, if any, occupying or otherwise in real or apparent charge and control thereof. In the event contact is made, the ~~d~~Director shall notify such person, or persons, of the danger involved and require that such condition be immediately removed, repaired or isolated so as to preclude harm to any person or ~~p~~Property.
- b. In the event the ~~d~~Director is unable to make contact as hereinabove noted, or if the appropriate persons, after notification by the ~~d~~Director, do not take action as specified by such official, within 72 hours, then the ~~d~~Director may take all steps deemed necessary to remove or isolate such dangerous condition or conditions. The ~~d~~Director, or his authorized representative, may enter the premises upon which the dangerous condition exists and proceed to remove or isolate such condition, or conditions, with the use of city forces or a contractor retained pursuant to the provisions of this code.
- c. The ~~d~~Director shall keep an itemized account of all costs incurred by the city in removing or isolating such condition, or conditions. Such costs may be recovered in the same manner that abatement costs are recovered pursuant to this chapter.

§ 16.5-14 ACCOUNT OF ABATEMENT COSTS.

The ~~d~~Director shall keep an itemized account of the costs incurred by the city in the abatement of any public nuisance under this chapter. Upon completion of the abatement work, the ~~d~~Director shall prepare a report specifying the work done, the itemized costs of the work for each ~~p~~Property, including direct, indirect and administrative costs, a description of the real ~~p~~Property, and the names and addresses of the persons entitled to service pursuant to section 16.5-8 of this code. Any such report may include costs on any number of properties, whether or not contiguous to each other. Each person named in the notice shall be jointly and severally liable for such abatement costs and the amount of such costs shall be a debt owed to the city.

§ 16.5-15 PROCEDURE FOR SPECIAL ASSESSMENT.

- a. When any charges levied pursuant to this chapter remain unpaid for a period of 60 days or more after the date on which they were billed, the ~~d~~Director, in his discretion, may forward the abatement costs report described in section 16.5-14 of this code to the city clerk.
- b. Upon receipt of the abatement costs report, the clerk shall fix a time and place for hearing and passing upon the report. The clerk shall cause notice of the amount of the proposed assessment, as shown in this report, to be given in the manner and to the persons specified in section 16.5-8 of this chapter. Such notice shall contain a description of the ~~p~~Property sufficient to enable the persons served to identify it, and shall specify the day, hour and place when the council will hear and pass upon

the report, together with any objections or protests, if any, which may be raised by any ~~p~~Property owner liable to be assessed for the costs of such abatement. Such notice of the hearing shall be so given not less than 15 days prior to the time fixed by the council for the hearing, and shall also be published one time, at least 15 days prior to the date of the hearing, in a daily newspaper published and circulated in the city.

- c. Any interested person may file a written protest with the city clerk at any time prior to the time set for the hearing on the report of the ~~e~~Director. Each such protest shall contain a description of the ~~p~~Property in which the person signing the protest is interested and the grounds of such protest. The city clerk shall endorse on every such protest the date and time of filing, and shall present such protest to the council at the time set for hearing.

§ 16.5-16 HEARING ON PROPOSED ASSESSMENT.

Upon the day and hour fixed for the hearing the council shall consider the report of the ~~e~~Director, together with any protests which have been filed with the city clerk as hereinabove provided. The council may make such revision, correction, or modification in the report as it may deem just, and when the council is satisfied with the correctness of the assessment, the report, and proposed assessment, as submitted or as revised, corrected, or modified, shall be confirmed. Notwithstanding the provisions of this section, if the nuisance proceeding involves an abandoned vehicle and the council determines that the vehicle was placed on the land without the consent of the ~~L~~Landowner and that he has not subsequently acquiesced in its presence, then the costs of abatement shall not be assessed against the ~~p~~Property or otherwise collected from the owner. The decision of the council on the report and the assessment and on all protests shall be final and conclusive. The council may adjourn the hearing from time to time.

§ 16.5-17 CONTEST OF ASSESSMENT.

The validity of any assessment levied under the provisions of this chapter shall not be contested in any action or proceeding unless such action or proceeding is commenced within 30 days after the assessment is confirmed by the council.

§ 16.5-18 NOTICE OF LIEN, FORM AND CONTENTS.

- a. Immediately upon the confirmation of the assessment by the council, the ~~e~~Director shall execute and file in the office of the City Recorder of Fresno County a certificate in substantially the following form:

NOTICE OF LIEN

Pursuant to the authority vested in the Director by the provisions of Chapter **16.5** of the Firebaugh Municipal Code, said Director did on or about the ____ day of _____, 20 ____, assess the cost of such abatement upon the

Firebaugh real pProperty hereinafter described, and the same has not been paid nor any part thereof, and the said City does hereby claim a lien on said real pProperty for the net expense of the doing of said abatement in the amount of said assessment, to wit: the sum of \$ _____, and the same shall be a lien upon said real pProperty until the sum has been paid in full and discharged of record.

The real pProperty hereinabove mentioned, and upon which a lien is claimed, is that certain parcel of land lying and being in the City of Firebaugh, County of Fresno, State of California, and particularly described as follows:

(DESCRIPTION OF PROPERTY)

Date: This ____ day of _____, 20____.

City of Firebaugh

- b. Immediately upon the recording of the notice of lien the assessment shall constitute a lien on the real pProperty assessed. Such lien shall, for all purposes, be upon a parity with the lien of State, county and city taxes.

§ 16.5-19 COLLECTION WITH REGULAR TAXES PROCEDURE.

- a. The notice of lien, after recording shall be delivered to the Auditor of Fresno County, who shall enter the amount thereof on the county assessment book opposite the description of the particular pProperty and the amount shall be collected together with all other taxes thereon against the pProperty. The notice of lien shall be delivered to the auditor before the date fixed by law for the delivery of the assessment book to the county board of equalization.
- b. Thereafter the amount set forth in the notice of lien shall be collected at the same time and in the same manner as ordinary city taxes are collected, and shall be subject to the same penalties and interest and to the same procedure under foreclosure and sale in case of delinquency as provided for ordinary city taxes. All laws applicable to the levy, collection and enforcement of city taxes are hereby made applicable to such assessment.

§ 16.5-20 REFUNDS.

The council may order a refund of all or part of a tax paid pursuant to this chapter if it finds that all or part of the tax has been erroneously levied. A tax or part thereof shall not be refunded unless a claim is filed with the city clerk on or before November 1 after the tax became due and payable. The claim shall be verified by the person who paid the tax, or his guardian, executor or administrator.

§ 16.5-21 REMEDIES OF PRIVATE PARTIES.

The provisions of this chapter shall in no way adversely affect the right of the owner, lessee or occupant of any such lot to recover all costs and expenses required by this chapter from any person causing such nuisance.

§ 16.5-22 COST OF ABATEMENT CONSTITUTES A LIEN.

- a. The city may, pursuant to the provisions of this section and in lieu of the provisions of subsections **16.5-14** through **16.5-19**, collect any fee, cost, or charge incurred in (1) the abatement of public nuisances; (2) the correction of any violation of any law or regulation that would also be a violation of section 1941.1 of the **Civil Code**; (3) the enforcement of zoning ordinances adopted pursuant to Chapter 4 (commencing with section 65800) of Division 1 of Title 7 or any other constitutional or statutory authority; (4) inspections and abatement of violations of Article 1 (commencing with section 13100) of Part 2 of Division 13 of the **Health and Safety Code**; (5) inspections and abatement of violations of the State Housing Safety Code and regulations adopted pursuant thereto; (6) inspections and abatement of violations of the **California Building Standards Code**, Title 24 of the **California Code of Regulations**; or (7) inspections and abatement related to local ordinances and regulations that implement any of the foregoing, if the fee, cost or charge has not been paid within 45 days of notice thereof, and the city does hereby make the amount of the unpaid fee, cost, or charge a lien against the ~~p~~Property that is the subject of the enforcement activity.
- b. Except as provided in subsection **16.5-22a**, the amount of the proposed lien shall be collected at the same time and in the same manner as ~~p~~Property taxes are collected. All laws applicable to the levy, collection, and enforcement of ad valorem taxes shall be applicable to the proposed lien, except that if any real ~~p~~Property to which the lien would attach has been transferred or conveyed to a bona fide purchaser for value, or if a lien of a bona fide encumbrancer for value has been created and attaches thereon, prior to the date on which the first installment of taxes would become delinquent, then the lien that would otherwise be imposed by this section shall not attach to real ~~p~~Property and the costs of enforcement relating to the ~~p~~Property shall be transferred to the unsecured roll for collection.
- c. The amount of any fee, cost, or charge shall not exceed the actual cost incurred performing the inspections and enforcement activity, including permit fees, fines, late charges, and interest.
- d. This section shall not apply to owner-occupied residential dwelling units.
- e. This section does not apply to any enforcement, abatement, correction, or inspection activity regarding a violation in which the violation was evident on the plans that received a building permit.
- f. The city shall provide the owner of the ~~p~~Property with written notice in plain language of the proposed lien, a description of the basis for the amounts comprising

the lien, a minimum of 45 days after notice to pay the fee, cost or charge, and an opportunity to appear before the city council and be heard regarding the amount of the proposed lien.

- g. The city council may delegate the following of the hearing required by subsection **16.5-22f** to a hearing board designated by the city council. The hearing board shall make a written recommendation to the city council which shall include factual findings based on evidence, notice of hearing, or may set the matter for a de novo hearing before the city council. Notice in writing of the de novo hearing shall be provided to the ~~p~~Property owner at least 10 days in advance of the scheduled hearing.
- h. If the city council determines that the lien authorized pursuant to subsection **16.5-22a** shall become a lien, the body may also cause a notice of lien to be recorded. This lien shall attach upon recordation in the office of the county recorder and shall have the same force, priority, and effect as a judgment lien, not a tax lien. The notice shall, at a minimum, identify the record owner or possessor of the ~~p~~Property, set forth the last known address of the record owner or possessor, set forth the date upon which the lien was created against the ~~p~~Property, and include a description of the real ~~p~~Property subject to the lien and the amount of the lien.



City of Firebaugh Fire Department Staff Report

To: Mayor and City Council Members
From: *Hector Marin, Fire Battalion Chief*
CC: Ben Gallegos, City Manager
Date: August 4th, 2025 - Council Meeting

On July 21st, the local police department received a call from a Toma-Tek employee reporting a fire outside their recycling area at 3:47 a.m. Our fire department was promptly dispatched, and upon their arrival, they observed large plastic containers and barrels on fire outside their production facility in a recycling area away from the plant. The facility's forklift drivers were able to establish a fire break, and the fire was successfully contained approximately at 10:00 a.m. with the assistance of Fresno County Cal-Fire and Madera County Cal-Fire. American Ambulance provided us with an ambulance on standby while firefighters managed to control the fire. No injuries were reported, and no structures were damaged. Firebaugh Fire Department would like to express its gratitude to Fresno and Madera Cal-Fire, American Ambulance, and the Toma-Tek Forklift drivers for their support during the incident.

Firebaugh Fire Department – 3 Engines, (18 Members total)

Fresno County CalFire – 1 Engine, 2 Water tenders, 1 Battalion Chief (7 Members Total)

Madera County CalFire – 1 Water tender (2 Members Total)

American Ambulance – 2 ALS Units (4 Members)





City of Firebaugh Public Works Department Staff Report

To: Mayor Freddy Valdez and City Council Members

From: Michael Molina, Public Works Director

Date: August 4, 2025 - Council Meeting

Water/Waste Water

The operation department has been working on the following:

1. Day to day operations of treatment plants.
2. Work on.
3. Working on dog pound pad at sewer plant
4. Assisting Contractor on Qst storm drain project
5. Clean up around solar panels

Streets

The Street Department has been working on the following:

1. Cleaning up airport and sprayed.
2. Patching pot holes on 12th street and Nees.
3. Painting streets middle side of town.
4. Repairing walk ways at Rodeo grounds for the bleachers.

Parks

The Crew has been working on the following:

1. Repairing sprinklers at Dunkle park and Enclosed area.
2. Painting announcer booth Rodeo grounds
3. Getting Rodeo grounds ready for Destruction derby.

City Projects:

1. Alley project is project is done
2. Q street storm drain storm drain construction moving along at a good pace.
3. Water plant issue was repaired everything looks good.
4. The work to dismantle the HUD tank should be starting first week of August. They have been running off of the temporary tanks for 10 days.