

**CITY MANAGER'S/STAFF'S REPORT  
CITY COUNCIL MEETING:**

March 2, 2020

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**ITEM NO:** 1.a.

**SUBJECT:** Consideration of the Supplemental Agreement No. F032 with the State of California Department of Transportation, for preliminary engineering for the alleys between: Chestnut/Floral Avenue from Logan to w/s McCall, Lee/McCall from Floral to Chestnut, and Shaft/Cleveland from Rose to Arrants

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**RECOMMENDATION:** Adopt Resolution approving Program Supplemental Agreement No. F032 for preliminary engineering for roadway reconstruction design on Project CML-5096 (039), and authorize the City Manager to execute the Agreement.

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**DISCUSSION:** On June 27, 2018, the California Department of Transportation ("Caltrans") issued form E-76, "Authorization to Proceed", and on September 23, 2019, issued a Finance Letter and Program Supplement Agreement No. F032 ("Agreement") to the City, for the preliminary engineering portion of the above-listed project, Project No. CML-5096 (039).

The project consists of improving the alleys between: Chestnut/Floral Avenue from Logan to w/s McCall, Lee/McCall from Floral to Chestnut, and Shaft/Cleveland from Rose to Arrants.

This Agreement acknowledges that Caltrans will act as the administrator of the funds and that the City agrees to comply with the covenants and remarks as specified in said Agreement.

The attached Resolution approves the Agreement and authorizes the City Manager to execute the Agreement on behalf of the City.

Gateway Engineering will provide preliminary engineering for the Project. Estimated cost of preliminary engineering is \$43,600 (Federal funds \$43,600; local match is \$0).

<b><u>COST:</u></b> (Enter cost of item to be purchased in box below)		<b><u>BUDGET IMPACT:</u></b> (Enter amount this non-budgeted item will impact this years' budget in box below – if budgeted, enter NONE).
\$43,600		None
<b><u>FUNDING:</u></b> (Enter the funding source for this item in box below – if fund exists, enter the balance in the fund).		<b><u>ON-GOING COST:</u></b> (Enter the amount that will need to be budgeted each year in box below – if one-time cost, enter NONE).
Funding Source: Federal Funding  Fund Balance:		None

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**RECOMMENDATION:** Adopt Resolution approving Program Supplemental Agreement No. F032 for preliminary engineering for roadway reconstruction design on Project CML-5096 (039), and authorize the City Manager to execute the Agreement.

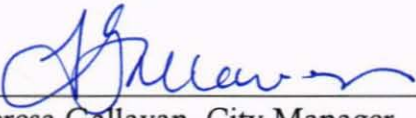
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/s/

Joseph D. Daggett, City Engineer

02/26/2020

Date



Teresa Gallavan, City Manager

2-26-20

Date



**RESOLUTION NO. 2020 – \_\_\_R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,  
APPROVING PROGRAM SUPPLEMENT AGREEMENT NO. F032 TO  
ADMINISTERING AGENCY-STATE AGREEMENT NO. 06-5096F15, FOR  
FEDERAL AID PROJECT NO. CML-5096(039) COVERING THE  
PRELIMINARY ENGINEERING FOR ROADWAY RECONSTRUCTION  
AND IMPROVEMENTS ON (1) ALLEY BETWEEN CHESTNUT/FLORAL  
AVE FROM LOGAN TO W/S McCALL, (2) ALLEY BETWEEN  
LEE/McCALL FROM FLORAL TO CHESTNUT, AND (3) ALLEY  
BETWEEN SHAFT/CLEVELAND FROM ROSE TO ARRANTS**

**WHEREAS**, the Selma is desirous of improving (1) alley between Chestnut/Floral Ave from Logan to w/s McCall, (2) alley between Lee/McCall from Floral to Chestnut, and (3) alley between Shaft/Cleveland from Rose to Arrants; and

**WHEREAS**, said project is eligible for Federal funding under CML-5096(039) (Congestion Mitigation & Air Quality Improvements Program); and

**WHEREAS**, authorization to proceed with preliminary engineering (E-76) was issued by the Department of Transportation on June 27, 2018; and

**WHEREAS**, funds in the amount of \$43,600.00 have been obligated for preliminary engineering of said project; and

**WHEREAS**, said Agreement is administered by the State of California Department of Transportation (Caltrans); and

**WHEREAS**, Caltrans has prepared and submitted Program Supplement No. F032 to Local Agency-State Agreement for Federal-Aid Project No. CML 5096 (039) for the City's approval.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SELMA  
HEREBY FINDS, DETERMINES AND RESOLVES AS FOLLOWS:**

**Section 1.** The City Council finds that the above recitals are true and correct and are incorporated herein by reference.

**Section 2.** The City Council hereby approves Program Supplement Agreement No. F032 to Administering Agency-State Agreement No. 06-5096F15, attached hereto as Exhibit A, and incorporated herein by reference, and authorizes the City Manager to execute the Agreement.

**Section 3. Severability.** The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the

remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

**Section 4. Effective Date.** That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City of Selma on this 2nd day of March 2020, by the following roll call vote:

AYES: COUNCILMEMBERS:  
NOES: COUNCILMEMBERS:  
ABSTAIN: COUNCILMEMBERS:  
ABSENT: COUNCILMEMBERS:

\_\_\_\_\_  
Louis Franco, Mayor

ATTEST:

By: \_\_\_\_\_  
Reyna Rivera, City Clerk



**PROGRAM SUPPLEMENT NO. F032**  
to  
**ADMINISTERING AGENCY-STATE AGREEMENT**  
**FOR FEDERAL-AID PROJECTS NO 06-5096F15**

**Adv Project ID**      **Date:** September 23, 2019  
0619000227      **Location:** 06-FRE-0-SEL  
**Project Number:** CML-5096(039)  
**E.A. Number:**  
**Locode:** 5096

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 06/27/18 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. \_\_\_\_\_ approved by the Administering Agency on \_\_\_\_\_ (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

**PROJECT LOCATION:** (1)Alley between Chestnut/Floral Ave from Logan to w/o McCall, (2) alley between Lee/Mcall from floral to Chestnut, and (3) alley between Shaft/Cleveland from Rose to Arrants.

**TYPE OF WORK:** Pave alley ways

**LENGTH:** 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds	
	Z400	\$43,600.00	LOCAL	OTHER
\$43,600.00			\$0.00	\$0.00

**CITY OF SELMA**

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_  
Attest \_\_\_\_\_

**STATE OF CALIFORNIA**  
**Department of Transportation**

By \_\_\_\_\_  
**Chief, Office of Project Implementation**  
**Division of Local Assistance**  
Date \_\_\_\_\_

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer \_\_\_\_\_

Date 9/23/19

\$43,600.00

**SPECIAL COVENANTS OR REMARKS**

1. A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.

B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).

C. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration.

D. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

E. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

F. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-



**SPECIAL COVENANTS OR REMARKS**

assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

G. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

H. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at [www.sam.gov](http://www.sam.gov).

2. A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of



**SPECIAL COVENANTS OR REMARKS**

Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

B. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.

C. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.

E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures,



**SPECIAL COVENANTS OR REMARKS**

48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

L. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by STATE.

M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in

**SPECIAL COVENANTS OR REMARKS**

ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

O. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contracts over \$10,000, or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.

3. In the event that right of way acquisition for or construction of this project of the initial federal authorization for preliminary engineering is not started by the close of the tenth fiscal year following the fiscal year in which the project is authorized, the ADMINISTERING AGENCY shall repay the Federal Highway Administration through Caltrans the sum of Federal funds paid under the terms of this agreement.



**CITY MANAGER'S/STAFF'S REPORT  
CITY COUNCIL MEETING:**

March 2, 2020

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**ITEM NO:** 1.b.

**SUBJECT:** Consideration of a Resolution Adopting an amended Master Salary Schedule for all City Employees

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**RECOMMENDATION:** Adopt the Resolution Approving amended Master Salary Schedule for all Employees of the City of Selma

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**DISCUSSION:** Section 36506 of the Government Code of the State of California provides that the City Council shall, by resolution or ordinance, fix the compensation for all appointive officials and employees. Pursuant to Section 570.5 of Title 2 of the California Code of Regulations pay rates must be approved and adopted by the City Council and be publicly available in a salary schedule which identifies the position title, the pay rate for each position, which may be stated as a single amount or as multiple amounts within a range, and that indicates the time base, including, but not limited to, whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually.

California Public Employees' Retirement System (CalPERS), pursuant to its interpretation of Title 2, California Code of Regulations section 570.5, recommends all CalPERS employers maintain their compensation levels in **one** publicly available document, approved and adopted by the governing body, which meets all of the requirements of Title 2 CCR section 570.5. CalPERS has indicated it may revisit their interpretation of Title 2 CCR section 570.5, however, at this time no documented change to their interpretation has been published. Therefore, in an effort to comply with CalPERS' current recommended interpretation of Title 2 CCR section 570.5 the City's various salary schedules, which have been previously individually approved and adopted by the City Council, have been consolidated into a single salary schedule.

Approval of the attached amended Master Salary Schedule, reflecting the new salary ranges effective March 2, 2020, will fix the compensation for all appointive officers and employees of the City, satisfying Section 36506 of the Government Code of the State of California and California Code of Regulations section 570.5.

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**RECOMMENDATION:** Adopt the Resolution approving the amended Master Salary Schedule for all Employees of the City of Selma

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Teresa Gallavan, City Manager

  
Date

**RESOLUTION NO. 2020 – \_\_R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA  
ADOPTING A MASTER SALARY SCHEDULE FOR ALL CITY EMPLOYEES**

**WHEREAS**, Section 36506 of the California Government Code requires that the City Council shall, by Resolution or Ordinance, fix the compensation for all appointive officers and employees; and

**WHEREAS**, pursuant to Section 570.5 of Title 2 of the California Code of Regulation, pay rates shall be duly approved and adopted by the City Council in accordance with requirements of public meetings laws and be publicly available in a salary schedule which identifies the position title, the pay rate for each position, which may be stated as a single amount or as multiple amounts within a range, and that indicates the time base, including, but not limited to, whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually; and

**WHEREAS**, the California Public Employees' Retirement System (CalPERS), requested all CalPERS employers list their compensation levels in one document, approved and adopted by the governing body, in accordance with Title 2, California Code of Regulations section 570.5, and meeting all of the requirements thereof; and

**WHEREAS**, the previously approved master salary schedule has been amended to reflect the new salary ranges effective March 2, 2020 for all appointive officers and employees and all compensation plans of the City; and

**WHEREAS**, the City desires to adopt the amended master salary scheduled attached as Exhibit "A" to this resolution in conformance with Section 36506 of the California Government Code and Title 2, CCR section 570.5.

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

**Section 1.** The above recitals are true and correct and are incorporated herein by reference.

**Section 2.** The City Council hereby adopts a single consolidated Master Salary Schedule that meets all of the requirements of Title 2 CCR section 570.5, attached hereto as Exhibit A, and incorporated herein by reference.

**Section 3.** All prior resolutions concerning compensation for City employees that are in conflict with this resolution or the attached master salary schedule are hereby repealed.

**Section 4. Severability.** The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

**Section 5. Effective Date.** That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

**(RECORD OF VOTE AND SIGNATURES ON FOLLOWING PAGE)**



PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City of Selma on this 2<sup>nd</sup> day of March 2020 by the following roll call vote:

AYES: COUNCILMEMBERS:  
NOES: COUNCILMEMBERS:  
ABSTAIN: COUNCILMEMBERS:  
ABSENT: COUNCILMEMBERS:

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Louis Franco, Mayor

ATTEST:

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Reyna Rivera, City Clerk



**CITY OF SELMA  
MASTER SALARY SCHEDULE  
EFFECTIVE MARCH 2, 2020**

**DEPARTMENT HEADS-FLSA EXEMPT**

<b>Position</b>	<b>Frequency</b>	<b>Current Salary</b>
City Manager	Monthly	14,606.00
	Biweekly	6,741.23
	Hourly	84.27
Assistant City Manager	Monthly	8,314.00
	Biweekly	3,837.23
	Hourly	47.97
Community Development Director	Monthly	8,706.00
	Biweekly	4,018.15
	Hourly	50.23
Community Services Director	Monthly	7,264.00
	Biweekly	3,352.62
	Hourly	41.91
Finance Director	Monthly	6,943.00
	Biweekly	3,204.46
	Hourly	40.06
Fire Chief	Monthly	9,276.00
	Biweekly	4,281.23
	Hourly	53.52
Police Chief	Monthly	8,709.00
	Biweekly	4,019.54
	Hourly	50.24
Public Works Director	Monthly	6,652.00
	Biweekly	3,070.15
	Hourly	38.38

**FIREFIGHTERS LOCAL 3716**

<b>Position</b>	<b>Frequency</b>	<b>Salary Schedule</b>				
		<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Fire Engineer	Monthly	4,304.00	4,519.00	4,745.00	4,982.00	5,231.00
	Biweekly	1,986.46	2,085.69	2,190.00	2,299.38	2,414.31
	Hourly*	17.74	18.62	19.55	20.53	21.56
Firefighter	Monthly	3,902.00	4,097.00	4,302.00	4,517.00	4,743.00
	Biweekly	1,800.92	1,890.92	1,985.54	2,084.77	2,189.08
	Hourly*	16.08	16.88	17.73	18.61	19.55

(\* 56 hours per week)

# **FIREFIGHTERS LOCAL 3716 - Continued**

Position	Frequency	Salary Schedule				
		A	B	C	D	E
Paramedic	Monthly	3,094.00	3,249.00	3,411.00	3,582.00	3,761.00
	Biweekly	1,428.00	1,499.54	1,574.31	1,653.23	1,735.85
	Hourly	17.85	18.74	19.68	20.67	21.70
EMT	Monthly	2,366.00	2,484.00	2,608.00	2,738.00	2,875.00
	Biweekly	1,092.00	1,146.46	1,203.69	1,263.69	1,326.92
	Hourly	13.65	14.33	15.05	15.80	16.59

# **FIRE MID-MANAGEMENT**

Position	Frequency	Salary Schedule				
		A	B	C	D	E
Fire Captain	Monthly	5,468.00	5,741.00	6,028.00	6,329.00	6,645.00
	Biweekly	2,523.69	2,649.69	2,782.15	2,921.08	3,066.92
	Hourly *	22.53	23.66	24.84	26.08	27.38
(* 56 hours per week)						
Fire Division Chief (FLSA Exempt)	Monthly	6,961.00	7,309.00	7,674.00	8,058.00	8,461.00
	Biweekly	3,212.77	3,373.38	3,541.85	3,719.08	3,905.08
	Hourly	40.16	42.17	44.27	46.49	48.81
Fire Marshal	Monthly	5,468.00	5,741.00	6,028.00	6,329.00	6,645.00
	Biweekly	2,523.69	2,649.69	2,782.15	2,921.08	3,066.92
	Hourly	31.55	33.12	34.78	36.51	38.34

# **MISCELLANEOUS MID-MANAGEMENT**

Position	Frequency	Salary Schedule				
		A	B	C	D	E
Accountant	Monthly	4,655.00	4,888.00	5,132.00	5,389.00	5,658.00
	Biweekly	2,148.46	2,256.00	2,368.62	2,487.23	2,611.38
	Hourly	26.86	28.20	29.61	31.09	32.64
Administrative Analyst	Monthly	4,858.00	5,101.00	5,356.00	5,624.00	5,905.00
	Biweekly	2,242.15	2,354.31	2,472.00	2,595.69	2,725.38
	Hourly	28.03	29.43	30.90	32.45	34.07
City Clerk/Public Information Ofc	Monthly	5,537.00	5,814.00	6,105.00	6,410.00	6,731.00
	Biweekly	2,555.54	2,683.38	2,817.69	2,958.46	3,106.62
	Hourly	31.94	33.54	35.22	36.98	38.83
Finance Department Manager	Monthly	4,888.00	5,132.00	5,389.00	5,658.00	5,941.00
	Biweekly	2,256.00	2,368.62	2,487.23	2,611.38	2,742.00
	Hourly	28.20	29.61	31.09	32.64	34.28
Fleet Maintenance Supervisor	Monthly	5,348.00	5,615.00	5,896.00	6,191.00	6,501.00
	Biweekly	2,468.31	2,591.54	2,721.23	2,857.38	3,000.46
	Hourly	30.85	32.39	34.02	35.72	37.51

# MISCELLANEOUS MID-MANAGEMENT Continued

Position	Frequency	Salary Schedule				
		A	B	C	D	E
Human Resources Manager	Monthly	5,716.00	6,002.00	6,302.00	6,617.00	6,948.00
	Biweekly	2,638.15	2,770.15	2,908.62	3,054.00	3,206.77
	Hourly	32.98	34.63	36.36	38.18	40.08
Info System Coor/GIS Supervisor	Monthly	4,397.00	4,617.00	4,848.00	5,090.00	5,345.00
	Biweekly	2,029.38	2,130.92	2,237.54	2,349.23	2,466.92
	Hourly	25.37	26.64	27.97	29.37	30.84
Planning & Development Manager	Monthly	6,750.00	7,088.00	7,442.00	7,814.00	8,205.00
	Biweekly	3,115.38	3,271.38	3,434.77	3,606.46	3,786.92
	Hourly	38.94	40.89	42.93	45.08	47.34
Police Records Supervisor	Monthly	4,111.00	4,317.00	4,533.00	4,760.00	4,998.00
	Biweekly	1,897.38	1,992.46	2,092.15	2,196.92	2,306.77
	Hourly	23.72	24.91	26.15	27.46	28.83
Principal Planner	Monthly	6,428.00	6,749.00	7,086.00	7,440.00	7,812.00
	Biweekly	2,966.77	3,114.92	3,270.46	3,433.85	3,605.54
	Hourly	37.08	38.94	40.88	42.92	45.07
Public Works Supervisor	Monthly	5,039.00	5,291.00	5,556.00	5,834.00	6,126.00
	Biweekly	2,325.69	2,442.00	2,564.31	2,692.62	2,827.38
	Hourly	29.07	30.53	32.05	33.66	35.34
Recreation Supervisor	Monthly	4,001.00	4,201.00	4,411.00	4,632.00	4,864.00
	Biweekly	1,846.62	1,938.92	2,035.85	2,137.85	2,244.92
	Hourly	23.08	24.24	25.45	26.72	28.06
Transit Maintenance Manager	Monthly	5,299.00	5,564.00	5,842.00	6,134.00	6,441.00
	Biweekly	2,445.69	2,568.00	2,696.31	2,831.08	2,972.77
	Hourly	30.57	32.10	33.70	35.39	37.16

# POLICE MID-MANAGEMENT

Position	Frequency	Salary Schedule				
		A	B	C	D	E
Police Lieutenant	Monthly	6,205.00	6,515.00	6,841.00	7,183.00	7,542.00
	Biweekly	2,863.85	3,006.92	3,157.38	3,315.23	3,480.92
	Hourly	35.80	37.59	39.47	41.44	43.51
Police Sergeant	Monthly	4,984.00	5,233.00	5,495.00	5,770.00	6,059.00
	Biweekly	2,300.31	2,415.23	2,536.15	2,663.08	2,796.46
	Hourly	28.75	30.19	31.70	33.29	34.96



# **POLICE OFFICERS ASSOCIATION**

Position	Frequency	Salary Schedule				
		A	B	C	D	E
Community Services Officer	Monthly	2,787.00	2,926.00	3,072.00	3,226.00	3,387.00
	Biweekly	1,286.31	1,350.46	1,417.85	1,488.92	1,563.23
	Hourly	16.08	16.88	17.72	18.61	19.54
Police Officer	Monthly	3,951.00	4,149.00	4,356.00	4,574.00	4,803.00
	Biweekly	1,823.54	1,914.92	2,010.46	2,111.08	2,216.77
	Hourly	22.79	23.94	25.13	26.39	27.71
Property/Evidence Technician	Monthly	3,072.00	3,226.00	3,387.00	3,556.00	3,734.00
	Biweekly	1,417.85	1,488.92	1,563.23	1,641.23	1,723.38
	Hourly	17.72	18.61	19.54	20.52	21.54
Safety Dispatcher I	Monthly	2,992.00	3,142.00	3,299.00	3,464.00	3,637.00
	Biweekly	1,380.92	1,450.15	1,522.62	1,598.77	1,678.62
	Hourly	17.26	18.13	19.03	19.98	20.98
Safety Dispatcher II	Monthly	3,298.00	3,463.00	3,636.00	3,818.00	4,009.00
	Biweekly	1,522.15	1,598.31	1,678.15	1,762.15	1,850.31
	Hourly	19.03	19.98	20.98	22.03	23.13

# **PUBLIC WORKS & TRANSIT MAINTENANCE EMPLOYEES**

Position	Frequency	Salary Schedule				
		A	B	C	D	E
Custodian	Monthly	2,760.00	2,898.00	3,043.00	3,195.00	3,355.00
	Biweekly	1,273.85	1,337.54	1,404.46	1,474.62	1,548.46
	Hourly	15.92	16.72	17.56	18.43	19.36
Equipment Mechanic III	Monthly	3,901.00	4,096.00	4,301.00	4,516.00	4,742.00
	Biweekly	1,800.46	1,890.46	1,985.08	2,084.31	2,188.62
	Hourly	22.51	23.63	24.81	26.05	27.36
Maintenance Worker I	Monthly	2,827.00	2,968.00	3,116.00	3,272.00	3,436.00
	Biweekly	1,304.77	1,369.85	1,438.15	1,510.15	1,585.85
	Hourly	16.31	17.12	17.98	18.88	19.82
Maintenance Worker II	Monthly	3,148.00	3,305.00	3,470.00	3,644.00	3,826.00
	Biweekly	1,452.92	1,525.38	1,601.54	1,681.85	1,765.85
	Hourly	18.16	19.07	20.02	21.02	22.07
Maintenance Worker III	Monthly	3,595.00	3,775.00	3,964.00	4,162.00	4,370.00
	Biweekly	1,659.23	1,742.31	1,829.54	1,920.92	2,016.92
	Hourly	20.74	21.78	22.87	24.01	25.21
Transit Fleet Service Coordinator	Monthly	4,858.00	5,101.00	5,356.00	5,624.00	5,905.00
	Biweekly	2,242.15	2,354.31	2,472.00	2,595.69	2,725.38
	Hourly	28.03	29.43	30.90	32.45	34.07

**PUBLIC WORKS & TRANSIT MAINTENANCE EMPLOYEES - Continued**

Position	Frequency	Salary Schedule				
		A	B	C	D	E
Transit Mechanic I	Monthly	3,538.00	3,715.00	3,901.00	4,096.00	4,301.00
	Biweekly	1,632.92	1,714.62	1,800.46	1,890.46	1,985.08
	Hourly	20.41	21.43	22.51	23.63	24.81
Transit Mechanic II	Monthly	3,716.00	3,902.00	4,097.00	4,302.00	4,517.00
	Biweekly	1,715.08	1,800.92	1,890.92	1,985.54	2,084.77
	Hourly	21.44	22.51	23.64	24.82	26.06
Transit Mechanic III	Monthly	3,901.00	4,096.00	4,301.00	4,516.00	4,742.00
	Biweekly	1,800.46	1,890.46	1,985.08	2,084.31	2,188.62
	Hourly	22.51	23.63	24.81	26.05	27.36
Transit Shuttle Driver	Monthly	2,472.00	2,596.00	2,726.00	2,862.00	3,005.00
	Biweekly	1,140.92	1,198.15	1,258.15	1,320.92	1,386.92
	Hourly	14.26	14.98	15.73	16.51	17.34

**SECRETARIAL, TECHNICAL & CLERICAL**

Position	Frequency	Salary Schedule				
		A	B	C	D	E
Account Clerk II	Monthly	3,148.00	3,305.00	3,470.00	3,644.00	3,826.00
	Biweekly	1,452.92	1,525.38	1,601.54	1,681.85	1,765.85
	Hourly	18.16	19.07	20.02	21.02	22.07
Administrative Assistant	Monthly	3,373.00	3,542.00	3,719.00	3,905.00	4,100.00
	Biweekly	1,556.77	1,634.77	1,716.46	1,802.31	1,892.31
	Hourly	19.46	20.43	21.46	22.53	23.65
Arts Center Coordinator	Monthly	3,014.00	3,165.00	3,323.00	3,489.00	3,663.00
	Biweekly	1,391.08	1,460.77	1,533.69	1,610.31	1,690.62
	Hourly	17.39	18.26	19.17	20.13	21.13
Assistant Planner/ Rehab Housing Specialist	Monthly	4,254.00	4,467.00	4,690.00	4,925.00	5,171.00
	Biweekly	1,963.38	2,061.69	2,164.62	2,273.08	2,386.62
	Hourly	24.54	25.77	27.06	28.41	29.83
Associate Planner	Monthly	4,609.00	4,839.00	5,081.00	5,335.00	5,602.00
	Biweekly	2,127.23	2,233.38	2,345.08	2,462.31	2,585.54
	Hourly	26.59	27.92	29.31	30.78	32.32
Building Inspector	Monthly	4,019.00	4,220.00	4,431.00	4,653.00	4,886.00
	Biweekly	1,854.92	1,947.69	2,045.08	2,147.54	2,255.08
	Hourly	23.19	24.35	25.56	26.84	28.19
Building-Planning Technician	Monthly	3,728.00	3,914.00	4,110.00	4,316.00	4,532.00
	Biweekly	1,720.62	1,806.46	1,896.92	1,992.00	2,091.69
	Hourly	21.51	22.58	23.71	24.90	26.15



# SECRETARIAL, TECHNICAL & CLERICAL - Continued

Position	Frequency	Salary Schedule				
		A	B	C	D	E
Clerical Assistant II	Monthly	2,915.00	3,061.00	3,214.00	3,375.00	3,544.00
	Biweekly	1,345.38	1,412.77	1,483.38	1,557.69	1,635.69
	Hourly	16.82	17.66	18.54	19.47	20.45
Code Enforcement Officer	Monthly	3,522.00	3,698.00	3,883.00	4,077.00	4,281.00
	Biweekly	1,625.54	1,706.77	1,792.15	1,881.69	1,975.85
	Hourly	20.32	21.33	22.40	23.52	24.70
Fire Inspector/Code Enforcement	Monthly	3,797.00	3,987.00	4,186.00	4,395.00	4,615.00
	Biweekly	1,752.46	1,840.15	1,932.00	2,028.46	2,130.00
	Hourly	21.91	23.00	24.15	25.36	26.63
Information System Technician	Monthly	4,141.00	4,348.00	4,565.00	4,793.00	5,033.00
	Biweekly	1,911.23	2,006.77	2,106.92	2,212.15	2,322.92
	Hourly	23.89	25.08	26.34	27.65	29.04
Police Clerk I	Monthly	2,818.00	2,959.00	3,107.00	3,262.00	3,425.00
	Biweekly	1,300.62	1,365.69	1,434.00	1,505.54	1,580.77
	Hourly	16.26	17.07	17.93	18.82	19.76
Police Clerk II	Monthly	2,959.00	3,107.00	3,262.00	3,425.00	3,596.00
	Biweekly	1,365.69	1,434.00	1,505.54	1,580.77	1,659.69
	Hourly	17.07	17.93	18.82	19.76	20.75
Recreation Coordinator	Monthly	3,014.00	3,165.00	3,323.00	3,489.00	3,663.00
	Biweekly	1,391.08	1,460.77	1,533.69	1,610.31	1,690.62
	Hourly	17.39	18.26	19.17	20.13	21.13

## PART-TIME, SEASONAL AND TEMPORARY UNREPRESENTED EMPLOYEES

Position	Frequency	Rate As of 1/1/2020
Art Instructor	Hourly	13.00
Assistant Planner	Hourly	22.00
Ballfield Maintenance	Hourly	13.00
EMT - Per Diem	Hourly	15.00
Fire Department Secretary	Hourly	15.30
Maintenance Worker I	Hourly	14.00
Office Assistant	Hourly	13.00
Paramedic - Per Diem	Hourly	19.00

**PART-TIME, SEASONAL AND TEMPORARY UNREPRESENTED EMPLOYEES - Continued**

<b>Position</b>	<b>Frequency</b>	<b>Rate As of 1/1/2020</b>
Recreation/Arts Coordinator	Hourly	13.00
Safety Dispatcher	Hourly	20.00
Senior Center Activity Coordinator	Hourly	13.00
Senior Center Nutrition Coordinator	Hourly	13.00
Visual Arts Instructor	Hourly	13.00
Vocal Instructor	Hourly	13.00
Youth Services Coordinator	Hourly	13.00



**CITY MANAGER'S/STAFF'S REPORT  
CITY COUNCIL MEETING:**

March 2, 2020

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**ITEM NO:**

1.c.

**SUBJECT:** Consideration of a Resolution adopting Amendment No. 1 to the International Association of Firefighters (IAFF) Local 3716 Memorandum of Understanding to include Fire Department Non-Safety EMS personnel

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**RECOMMENDATION:** Staff recommends the adoption of the Resolution approving Amendment No. 1 to the IAFF Local 3716 MOU

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**DISCUSSION:** On November 4, 2019, the City Council adopted an amended budget that would facilitate the implementation of Emergency Medical Services within the scope of Fire Department operations. To accomplish this objective, the Fire Department will be hiring non-safety Emergency Medical Technicians (EMTs) and Paramedics. It is the City's intention to place these employees in the IAFF 3716 MOU. The City Manager in her capacity as the Municipal Employees Relations Officer, met with the Unit Representative regarding the proposed amendment to the MOU.

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**RECOMMENDATION:** Staff recommends the adoption of the Resolution approving Amendment No. 1 to the IAFF Local 3716 MOU.

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\_\_\_\_\_  
Rob Petersen, Fire Chief

2-26-2020  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Teresa Gallavan, City Manager

2-26-20  
\_\_\_\_\_  
Date

**RESOLUTION NO. 2020 – \_\_R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA,  
AMENDING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF  
SELMA AND INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 3716  
FOR THE PERIOD OF JULY 1, 2018 THROUGH JUNE 30, 2021**

**WHEREAS**, on or about April 2, 2018, the City Council adopted Resolution No. 2018-27R, approving the MOU; and

**WHEREAS**, the MOU provides for the terms and conditions of employment for the Association Employees; and

**WHEREAS**, the City desires to re-establish the Emergency Medical Services (“EMS”) Division and staff a 12-hour ambulance for the purpose of serving the citizens of Selma and surrounding area with EMS services; and

**WHEREAS**, it is necessary to hire additional employees to perform the EMS services; and

**WHEREAS**, the City desires to amend the MOU to include additional position classifications to accommodate the employees, and to amend the salary schedule to reflect the salary ranges for the new positions; and

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

**Section 1.** The above recitals are true and correct and are incorporated herein by reference.

**Section 2.** The City Council hereby adopts Amendment No. 1 to the MOU, attached hereto as Exhibit A, and incorporated herein by reference.

**Section 3. Severability.** The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

**Section 4. Effective Date.** That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

**(RECORD OF VOTE AND SIGNATURES ON FOLLOWING PAGE)**



PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City of Selma on this 2<sup>nd</sup> day of March 2020 by the following roll call vote:

AYES: COUNCILMEMBERS:  
NOES: COUNCILMEMBERS:  
ABSTAIN: COUNCILMEMBERS:  
ABSENT: COUNCILMEMBERS:

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Louis Franco, Mayor

ATTEST:

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Reyna Rivera, City Clerk

AMENDMENT NO. 1 TO THE  
MEMORANDUM OF UNDERSTANDING  
BETWEEN CITY OF SELMA AND  
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 3716  
FOR THE PERIOD  
JULY 1, 2018 THROUGH JUNE 30, 2021

This Amendment No. 1 to the Memorandum of Understanding ("MOU") Between the City of Selma ("City") and International Association of Firefighters Local 3716 ("Association") for the period July 1, 2018 through June 30, 2021 is made and entered into this \_\_\_\_ day of March 2020 ("Effective Date"), by and between the City, and the Unit.

**RECITALS**

**WHEREAS**, on or about April 2, 2018, the City Council adopted Resolution No. 2018-27R, approving the MOU; and

**WHEREAS**, the MOU provides for the terms and conditions of employment for the Association Employees; and

**WHEREAS**, the City desires to re-establish the Emergency medical Services ("EMS") Division and staff a 12-hour ambulance for the purpose of serving the citizens of Selma and surrounding area with EMS services; and

**WHEREAS**, it is necessary to hire additional employees to perform the EMS services; and

**WHEREAS**, the City desires to amend the MOU to include additional position classifications to accommodate the employees, and to amend the salary schedule to reflect the salary ranges for the new positions; and

**WHEREAS**, on or about February 10, 2020, the City Manager in her capacity as the Municipal Employees Relations Officer, Human Resources Manager, Fire Chief, and the Fire Division Chief met and consulted with the Unit Representatives regarding the proposed amendments to the MOU.

**AMENDMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and agreements set forth herein, it is agreed the aforesaid MOU, a copy of which is attached hereto as Exhibit A, and incorporated herein by reference, shall remain in full force and effect except as otherwise hereinafter provided:



1. **Article 1-RECOGNITION**

Article 1-Recognition, shall be amended to reflect the complete list of Position Classifications as follows:

**Non-Safety Paramedic**  
**Non-Safety EMT**

2. **Article 2—SALARIES**

Section C., Article 2—Salaries-The salary ranges set forth in Exhibit B are hereby amended as set forth in Exhibit B, attached hereto and incorporated herein by reference.

3. **Article 3 – PREMIUM PAY**

Article 3 – Premium Pay, shall be amended to reflect that premium pay only applies to Firefighters and Engineers.

4. **Article 4 – CERTIFICATION**

Article 4 – Certification Pay, shall be amended to reflect that certification pay only applies to Firefighters and Engineers.

5. **Article 14 – OVERTIME**

Article 14 – Overtime, will be applied as set forth by Exhibit C, attached hereto and incorporated herein by reference.

6. **Article 16 – RETIREMENT**

Article 16 – Retirement, will be applied as set forth by Exhibit D, attached hereto and incorporated herein by reference.

7. **Article 20 – UNIFORMS**

Article 20 – Uniforms, will be applied as set forth by Exhibit E, attached hereto and incorporated herein by reference.

8. **Article 23 – SICK LEAVE**

Article 23 – Sick Leave, will be applied as set forth by Exhibit F, attached hereto and incorporated herein by reference.

9. **Article 25 – VACATION**

Article 25 – Vacation, will be applied as set forth by Exhibit G, attached hereto and incorporated herein by reference.

10. **Article 26 – HOLIDAYS**

Article 26 – Holidays, will be applied as set forth by Exhibit H, attached hereto and incorporated herein by reference.

11. **Article 29 – EDUCATION INCENTIVE**

Article 29 – Education Incentive, will be applied as set forth by Exhibit I, attached hereto and incorporated herein by reference.

12. **Article 30 – DISABILITY INSURANCE**

Article 30 – Disability Insurance, shall be amended to reflect that Article 30 only applies to Firefighters and Engineers.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be executed as of the Effective Date.

CITY OF SELMA

INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS LOCAL 3716

By: \_\_\_\_\_  
Teresa Gallavan, City Manager/  
Municipal Employees Relations Officer

By: \_\_\_\_\_  
Unit Representative

By: \_\_\_\_\_  
Unit Representative

ATTEST:

\_\_\_\_\_  
Reyna Rivera, City Clerk

Approved as to Form:

\_\_\_\_\_  
Neal Costanzo, City Attorney



MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF SELMA

AND

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 3716

FOR THE PERIOD

JULY 1, 2018 THROUGH JUNE 30, 2021

**RESOLUTION NO. 2018 -27R**

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF SELMA APPROVING A MEMORANDUM OF UNDERSTANDING  
(MOU) BY AND BETWEEN THE CITY OF SELMA AND THE  
INTERNATIONAL ASSOCIATION of FIREFIGHTERS LOCAL 3716  
AND DIRECTING ITS EXECUTION**

**WHEREAS**, the City Manager has been authorized by Resolution No. 92-56R, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA AMENDING RESOLUTION NO. 1027, PROVIDING FOR EMPLOYER-EMPLOYEE RELATIONS, adopted June 15, 1992, to represent the City in the meet and confer process with recognized employee organizations; and

**WHEREAS**, a Memorandum of Understanding, hereafter "MOU", has been presented by the City Manager for City Council approval; and

**WHEREAS**, the City Council is familiar with the terms and provisions of said MOU; and

**WHEREAS**, the International Association of Firefighters Local 3716, represented by a duly appointed negotiating team, has met with the City's representatives and said parties have bargained in good faith; and

**WHEREAS**, the bargaining parties have mutually agreed upon an MOU to cover the period from July 1, 2018 through June 30, 2021.


**NOW, THEREFORE BE IT RESOLVED** that the MOU agreed upon and attached hereto, is hereby approved; and


**BE IT FUTHER RESOLVED** that the City Manager in his capacity of Municipal Employees Officer be and is hereby directed to execute the said MOU on behalf of the City of Selma.

**I, Reyna Rivera**, City Clerk of the City of Selma, do hereby certify that the foregoing Resolution was duly approved at a regular meeting of the City Council of the City of Selma on the 2<sup>nd</sup> day of April, 2018, by the following vote, to wit:

AYES:	5	COUNCIL MEMBERS: Robertson, Montijo, Derr, Franco, Avalos
NOES:	0	COUNCIL MEMBERS: None
ABSTAIN:	0	COUNCIL MEMBERS: None
ABSENT:	0	COUNCIL MEMBERS: None

ATTEST:

  
Reyna Rivera  
City Clerk of the City of Selma

  
Jim Avalos  
Mayor of the City of Selma



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This Memorandum of Understanding (MOU) is made and entered into between the City of Selma, herein "City" by its City Manager in his capacity as the Municipal Employees Relations Officer and the International Association of Firefighters Local 3716, herein "Association" representing employees of the City who occupy positions in the Classifications listed herein, pursuant to the California Government Code, Section 3500, et seq and RESOLUTION NO. 92-56R, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA AMENDING RESOLUTION NO. 1027, PROVIDING FOR EMPLOYER-EMPLOYEE RELATIONS, approved the 15th day of June, 1992 as these documents are now or hereafter may be modified. City and Association agree as follows:

#### **ARTICLE 1 - RECOGNITION:**

City hereby confirms its continuing recognition of Association as the exclusive bargaining agent for the following Position Classifications except as otherwise provided by law (whether presently filled or unfilled):

**Firefighter      Fire Engineer**

City agrees to meet and confer and otherwise deal exclusively with representatives of Association on all matters relating to the scope of representation pertaining to said employee association as provided under the above-referenced Resolution and Government Code Sections. In the event Resolution No. 92-56R is modified, the modified Resolution shall apply. The proposed modification shall be submitted to Association prior to its adoption, for input.

#### **ARTICLE 2 - SALARIES:**

New salary ranges have been established for all positions covered by this MOU and will result in the following salary adjustments:

- A. Effective no sooner than the pay period that includes July 1, 2018 and only after the first pay period on a go forward basis (no retroactivity) after ratification by the Association and approval by the City Council all employees represented by this MOU shall receive a 4% increase in their base salary.
- B. Effective the pay period that includes July 1, 2019, all employees represented by this MOU shall receive a 3.5% increase in their base salary.
- C. Effective the pay period that includes July 1, 2020, all employees represented by this MOU shall receive a 3% increase in their base salary.
- D. The salary increases provided herein shall be effective as indicated in the attached schedule. Dollar amounts of ranges and salaries agreed upon are set forth in Exhibit "A" attached hereto and made a part thereof.
- E. Merit Increases: It is understood that salary advancements and/or merit increases are not automatic, but shall depend on the increased value of the employee to the City. Salary advancements are subject to recommendation of



the Department Head and approval of the City Manager. Employees must complete one full year of service to be eligible for a merit increase. Merit increases, when granted, shall become effective on the Employee's anniversary date of employment, or date of subsequent promotion. This Section shall apply only to those Employees who have not reached the top step of his/her salary range.

### **ARTICLE 3 - PREMIUM PAY:**

The following premium pay shall be paid to employees certified by the Fresno County Health Director, and included as part of the basis for calculating overtime and call back compensation.

- A. **Emergency Medical Technician** - Two Percent (2%) to Six Percent (6%) of hourly base pay.

<b>Years</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5+</b>
	<b>2%</b>	<b>3%</b>	<b>4%</b>	<b>5%</b>	<b>6%</b>

- B. **Paramedic** – Six Percent (6%) to Twelve Percent (12%) of hourly base pay.

**1. 1st Certification**

*(Covering the first two years as a paramedic with the City of Selma, either as a newly hired paramedic, or newly certified paramedic).*

**From Date of Employment through Year 2 - Six Percent (6%)**

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**2. 2nd Certification**

*(Covering second two year period of certification as a paramedic with the City of Selma).*

**Years Three and Four – Eight Percent (8%)**

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**3. 3rd Certification**

*(Covering the third two year period of certification as a paramedic with the City of Selma)*

**Years Five and Six – Ten Percent (10%)**

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**4. More than six years and thereafter service as Paramedic – Twelve Percent (12%)**

- C. The loss of either EMT or EMT/Paramedic certification shall result in the immediate loss of premium pay compensation for any Employee who fails to maintain the certification on a continuous and ongoing basis. Premium pay shall

be reinstated at the last pay rate at the reinstatement of the certification.

#### **ARTICLE 4 - CERTIFICATION PAY:**

Certification Pay for employees who have obtained and provided valid certificates from the California State Fire Marshal's Office for Fire Investigator 1, Fire Officer, Training Instructor, Hazardous Materials Technician, Prevention Officer, Rescue Systems 1, and Firefighter II shall be paid as follows:

- A. Two percent (2.0%) of the hourly base salary shall be paid to those employees covered by this MOU who have attained the above-listed certificates, but are not assigned to perform the duties associated with their certificate.
- B. An additional two percent (2%), for a maximum total of four percent (4%), of the hourly base salary shall be paid to those employees covered by this MOU who have attained an above-listed certificate and are assigned by the Fire Chief to actually perform the duties associated with their certificate.
  - 1. If an employee is no longer required to perform the duties of their assignment(s) listed above, then the employee's certification pay will return to two percent (2%). Any decision to alter or discontinue such assignments shall be made by the Fire Chief. Such decisions shall not be made for punitive reasons, but for the overall effective management of the Fire Department.
- C. Effective January 2017 Training Instructor certificate replaced the previous Fire Instructor certificate, therefore they are equivalent certificates. Employees will receive certificate pay for either/or certificate, but not both.

#### **ARTICLE 5 – BILINGUAL PAY:**

Positions represented by this MOU will be eligible to receive Bilingual Pay (Spanish and Punjabi only). To receive this benefit, the employee will be required to pass an oral competency test administered by an independent party outside the employment of the City of Selma. Once certified the employee would receive the bilingual stipend of \$50.00 per month. Bilingual testing will be administered once per fiscal year.

#### **ARTICLE 6 – DEFERRED COMPENSATION:**

City will match the employee's contribution of up to fifty dollars (\$50.00) per pay period (maximum of two pay periods per month) for a maximum of one hundred dollars (\$100.00) per month into a tax deferred retirement account voluntarily established by the employee in the employee's name with one of the City's 457 Tax Deferred Compensation Plan. Conditions of said contributions shall be subject to IRS regulations governing such accounts.



**ARTICLE 7 - NON-DISCRIMINATION:**

- A. City and Association agree not to discriminate against any employees in accordance with applicable laws.

**ARTICLE 8 - CITY RIGHTS:**

- A. City retains the exclusive rights set forth in the Employer-Employee Relations Resolution.
- B. City specifically retains all the exclusive rights, subject only to the provisions of this MOU, to take whatever actions and set whatever policies it deems appropriate for the conduct of City business in accordance with applicable laws and councilmembers determinations.

**ARTICLE 9 - ASSOCIATION RIGHTS:**

- A. Association shall cooperate with City to assure maximum service of the highest quality and efficiency to the citizens of the City of Selma.
- B. Association representatives shall have reasonable access to Employees, provided such access does not interfere with City business. Department Heads and first-line supervisors shall be notified by City of the provisions of this Article.
- C. Representatives of the Association shall have access to any Employee or Employees presenting a grievance and Employees have the right to have the Representative represent him or her at all stages of the grievance procedure and/or disciplinary actions.

**ARTICLE 10 - ASSOCIATION REPRESENTATIVE:**

- A. City recognizes that Association may appoint a representative of its choice to report grievances pertaining to this MOU. Upon designating such a representative, Association shall provide City, in writing, with the name of the representative.
- B. The functions of the representative shall be to report alleged grievances, violations of this MOU or to report alleged safety violations. The Association Representative may also participate in the meet and confer process.
- C. The representative, if an employee of the City, shall keep at a minimum the time spent in the performance of his or her duties as outlined in this Article, and at all other times continue to perform his or her assigned jobs.
- D. The Association representative shall request permission from his/her supervisor to conduct, on City time, Association business falling within the provisions of this Article. The supervisor may grant such activity time after considering the needs

of the City and the representative's work assignments. The representative shall state the nature of the activity and the approximate amount of time requested. The Representative shall report to the supervisor upon completing such activity. Every effort shall be made to conduct Association business at the end of representative's regularly assigned shift and to not interfere with the duties of other employees in the Association.

#### **ARTICLE 11 - COMPLIANCE WITH MOU:**

- A. In the event of any violation of the terms of this MOU, responsible and authorized representatives of the Association or City, as the case may be, shall promptly take such action as is within their power to correct and terminate such violation for the purpose of bringing such unauthorized action(s) into compliance with the terms of this MOU. Employees acting or conducting themselves in violation of the terms of this MOU shall be subject to discipline, up to and including discharge. City shall enforce the terms of this MOU through its supervisory personnel. Association shall enforce the terms of this MOU on the part of its members.
- B. A dispute or difference of opinion concerning the enforcement of this MOU by City or Association shall first be presented in writing to the other party and an attempt shall be made to settle the matter as provided in this agreement.

#### **ARTICLE 12 – OTHER ASSIGNMENTS:**

- A. **OUT-OF-CLASSIFICATION ASSIGNMENT:** City shall have the authority to assign an employee to temporarily perform duties of a higher position classification. Employee shall be paid at A-step of the position to which assigned, but not less than a 5% increase effective at the beginning of the 24-hour shift to which employee is assigned.
- B. **TEMPORARY OFFICER-IN-CHARGE:** A qualified employee shall be assigned as temporary "Officer-In-Charge" (OIC) when the regular shift commander is off duty. The temporary OIC shall receive a differential pay of 5%. The determination of which Employees are qualified and eligible to be assigned as temporary OIC shall be at the sole discretion of the Fire Chief, or in his absence, the officer designated to assume the Fire Chief's responsibilities. If the employee is assigned by the beginning of the shift to assume the duties as temporary OIC, employee shall receive the differential pay for the full shift. If employee is assigned and assumes duties as temporary OIC in mid-shift, employee shall receive the differential pay for the time actually served, but in no case less than three (3) hours.
- C. **TRAINING OFFICER:** An employee designated by the Fire Chief as Training Officer will receive an additional four percent (4%) of their base salary for performing the assigned duties. If more than one employee is designated as Training Officer, then the four percent (4%) is split between them. Any decision



to alter or discontinue such assignment shall be made by the Fire Chief. Such decisions shall not be made for punitive reasons, but for the overall effective management of the Fire Department.

#### **ARTICLE 13 - POSITION CLASSIFICATIONS:**

- A. It is recognized that the establishment of new or revised position classifications within the Association may be warranted and approved by City. In the event that revised position classifications are recommended, Association shall be given an opportunity to consult with the Personnel Officer. The final decision concerning revised position classifications shall remain with City.
- B. Whenever the decision to hire or promote has been made, City agrees to provide for promotional opportunities based on the classification specifications for the vacant positions. A decision to open the position to accept new applications shall be made only after internal methods have been exhausted.
- C. The City Manager as Personnel Officer shall have the authority in determining the methods for filling vacancies, the timing for filling such vacancies, and the methods of examination, in accordance with the City's Personnel Rules and Regulations and state law.

#### **ARTICLE 14 - OVERTIME:**

- A. Association employees shall be paid one and one-half times their hourly rate or allowed to accrue compensatory time at time and one-half for hours actually worked over and above a regular work schedule. The current work shift is 24 hours. The current work schedule is two shifts (48 hours) on duty and four shifts (96 hours) off duty. Any paid or unpaid leave hours used during a regular 24 hour shift or the current 48 hour work schedule shall not be included as "hours worked" in computing work schedule overtime pay.

*Examples: Firefighter John Doe began his shift on Monday morning at 7:00 a.m. and worked two 24 hour shifts. At 6:55 a.m. Wednesday morning, his supervisor asked him to stay another 24 hours to cover for a co-worker who called in sick. Because there was no break in service, and John Doe continued to work past the 48 hour period, all 24 additional hours are considered overtime to be included in his paycheck or designated as accrued compensatory time.*

*Fire Engineer Jane Smith also began her shift on Monday morning at 7:00 a.m. During the morning, Jane was called away from the job for three hours due to a family illness. Jane returned to work and finished her shift, but at 6:55 a.m. Wednesday morning, she was also asked to stay and cover another 24 hour shift. Because Jane used three hours of Family Sick Leave, Jane's actual work hours on Wednesday morning did not reach the 24 hour mark until 10:00 a.m. Therefore, Jane's work hours between 7:00 and 10:00 a.m. will be paid at the regular rate, and all hours worked beyond 10:00 a.m. will be*



*considered overtime. In summary, Jane will receive 48 hours of regular pay, three hours of family sick leave, and 21 hours of overtime pay or comp time.*

1. Association voluntarily agrees that its members will only request the use of compensatory time when the time away from work will not result in overtime costs to the City. Association members who wish to take comp time off are required to consult with their supervisors in establishing acceptable days and/or hours for comp time use in accordance with this section.
- B. Employees covered by this MOU are non-exempt employees of the City and are subject to overtime provisions of the Fair Labor Standards Act. City reserves the exclusive right to designate work periods and satisfy other conditions as required by FLSA. For purposes of information, City advises Association that the City has currently designated their 7k exemption work period to a 14 day work period, to coincide with the established payroll period.
1. Association employees shall be paid overtime at one and one-half their hourly pay or shall be allowed to accrue compensatory time at the rate of one and one-half times for those hours actually worked over and above 106 hours during the 14 day work period as established by the City and according to Fair Labor Standards Act. If overtime hours will be or have been compensated under the daily overtime provisions as defined above, or at time and one-half under the "Call-Back" provisions, the hours will not be subject to additional FLSA overtime pay. As stated in Paragraph A, any paid or unpaid leave hours used during the same 14 day work period shall not be included as "hours worked" in computing FLSA overtime pay.

Examples of FLSA Overtime Pay Based on 24/hour Work Shifts: *Fire Engineer Jane Smith has worked every assigned shift during the designated 14 day work period for a total of 144 hours. She has not taken any sick leave, vacation or other time off. During her last 48 hour tour in the work period, Jane's actual work hours exceeded 106 hours, the maximum amount of hours under FLSA that she can work before overtime is paid. For the last 38 hours of Jane's shift, she is paid FLSA overtime or allowed to accrue compensatory time.*

*Firefighter John Doe did not work every shift because he took two days of vacation leave. Therefore, John's actual work hours during the 14 day work period was 96 hours. Therefore, John Doe has not worked more than the FLSA 106 hour maximum and receives no FLSA overtime pay. He receives 96 hours of regular pay and 48 hours of vacation pay.*

- C. City and Association agree that all Overtime work shall be pre-authorized by employees' supervisor.
- D. It is understood that the Fire Chief will continue to monitor shift scheduling to

manage overtime costs.

- E. The maximum non-FLSA and FLSA compensatory time that employees of this Association can accrue is 480 hours.

#### **ARTICLE 15 - CALL BACK COMPENSATION:**

- A. Call-Back is defined as the time an Association employee is required to return to work or report to the job for unscheduled work. When an employee is required to return to work for unscheduled work time, the Employee shall be entitled to call-back compensation.
  - 1. Call-back compensation shall be granted for a minimum of three (3) hours at the established overtime rate. In the event the task exceeds three (3) hours duration, the total compensation shall be for hours actually worked. Each call-back shall be the result of a separate incident and shall result in call-back compensation.
  - 2. After the minimum call-back time of three (3) hours is actually worked, work time shall be recorded in increments to the nearest one quarter of an hour (15 minutes).

#### **ARTICLE 16 - RETIREMENT:**

- A. For Association employees that are considered "classic" Safety members of CalPERS pursuant to the Public Employees' Pension Reform Act (PEPRA), the City shall provide the CalPERS Safety 2% @ 50 Retirement Plan. The employees' share of the contributions shall be fully vested in each employee's name in accordance with CalPERS policies.
  - 1. Classic Safety employees shall continue to contribute the full 9% of compensation earnable member contribution, and 3% of compensation earnable of the required employer contribution as cost sharing in accordance to Government Code 20516(f), for a total employee CalPERS contribution of 12%.
  - 2. The City and Association understand and agree that the additional 3% contribution by the employee of the employer's required contribution as cost sharing in accordance to Government Code 20516(f), for a total employee CalPERS contribution of 12%, shall continue beyond the expiration date of this MOU and shall become a part of the status quo.
- B. For Association employees that are considered "new" Safety members of the California Public Employees Retirement System (CalPERS), pursuant to the Public Employees' Pension Reform Act (PEPRA) of 2013, the City shall provide the PERS Safety 2.7% @ 57 Retirement Plan. Under the PEPRA all "new" Safety members of the California Public Employees Retirement System



(CalPERS) will be required to contribute at least 50% percent of the total normal cost of the retirement plan, as determined by CalPERS.

- C. Other benefits provided through CalPERS for Safety (Fire) members include:
  - 1. Section 20965 - Unused Sick Leave Credit
  - 2. Section 20037 - Three Year Final Compensation

#### **ARTICLE 17 - INSURANCE BENEFITS:**

##### **A. Benefit for Employees with Ten or More Years of Service**

- 1. The City agrees to provide 100% of the maximum premium allowances for health (which includes chiropractic), dental, vision, and life insurance for individuals who have been employed by the City in a regular employment capacity for more than ten (10) years. The employee will become eligible for this provision the calendar year following the employee's tenth anniversary of their hire date or eligibility date. Employees hired or eligible for health insurance benefits for less than 10 years shall receive 90% of the maximum allowances for the following calendar year.

*Example: A regular employee who was hired or became eligible for health insurance benefits during the 2007 calendar year will become eligible for 100% of the maximum premium allowances starting with the 2018 calendar year. All years prior to the 2018 calendar year, the employee will receive 90% of the maximum premium allowances.*

##### **B. Flexible Benefits Plan**

A Flexible Benefits Plan has been implemented which allows all employees to select from the available choices of health plans, plus dental, vision, and life insurance. The Flexible Benefits Plan allows the employees to pay for these benefits using pre-tax dollars. Applicable premium amounts for all health, dental, vision, and life insurance plans shall be deducted from the employees' bi-weekly paychecks. The plan is administered by an insurance company selected by the City and is subject to all IRS rules and regulations.

##### **C. In Lieu of Health Insurance Benefit:**

Employees choosing not to enroll in a health insurance plan may receive an "in lieu of benefit" of \$300 per month. This amount may be used to purchase other insurance options offered by the City at the time of implementation or hire, may be contributed to the employee's 457 Tax Deferred Compensation account and/or received as non-PERSable taxable income. The "In Lieu of Benefit" shall apply only to the health insurance benefits. Employees choosing not to enroll in the dental, vision, or basic life insurance plans will not receive the premium amounts in their flexible spending accounts, nor shall they receive an "in lieu of benefit" for declining these benefits.



D. Health Insurance:

1. Effective August 1, 2001, by Resolution of the Selma City Council, the City of Selma joined the CalPERS Health Plan System. CalPERS offers each eligible City of Selma employee his or her personal choice of five Health Maintenance Organization (HMO) plans, as well as three Preferred Provider (PPO) plans. The health insurance plans sponsored by CalPERS offer hospitalization, medical, chiropractic and prescription coverage to all eligible employees and dependents.
2. During the term of this MOU, the City shall provide the opportunity to select hospitalization, medical, chiropractic and prescription drug benefits to each eligible employee represented by Unit. Provisions of all available health insurance plans are provided to each employee at the time of implementation or hire, and are available in the Administrative Services Department. An eligible employee and dependent shall be as defined by the insurance provider and the Patient Protection and Affordable Care Act 2010 which mandated that a group health plan that offers dependent coverage for children shall continue to make such coverage available for eligible dependent children until the age of 26.
3. Maximum Premium Allowance for Health Insurance  
The City shall create a low and a high maximum allowance (cap) for each employee, based on the premiums for the two health insurance plans that have the lowest premiums, for each calendar year. The maximum allowances (caps) include the required contribution per covered employee by the City to CalPERS Health Plan (Senate Bill 1464, Chapter 896, Date 09/26/02).
4. City agrees to reopen MOU if the CalPERS Premium Rates increase significantly and/or prior to any proposed change in the above-established procedures.

E. Dental Insurance:

City shall provide the opportunity to select Dental benefits to each eligible employee represented by Association. Provisions of the Dental Plan are provided to each employee at the time of implementation or hire, and are available in the Administrative Services Department. Under the Patient Protection and Affordable Care Act 2010 stand-alone Dental plans were exempted from the mandate to offer coverage to eligible dependents until the age of 26 years old regardless of their student status. The City of Selma elected to continue to require that dependents between the ages of 19 and 23 be fulltime students to be eligible for coverage under the City's Dental plan. Therefore, to qualify for Dental Insurance, dependent children between the ages of 19-23 must meet all eligibility requirements and must provide proof of full-time student status at the onset of each semester to be covered.



1. Maximum Premium Allowance for Dental Insurance

The City shall create a maximum allowance (cap) for each employee, based on the dental insurance premium for each calendar year.

F. Vision Insurance:

City shall provide the opportunity to select Vision benefits to each eligible employee and dependent represented by Association. Provisions of the Vision Plan are provided to each employee at the time of implementation or hire, and are available in the Administrative Services Department. Under the Patient Protection and Affordable Care Act 2010 stand-alone Vision plans were exempted from the mandate to offer coverage to eligible dependents until the age of 26 years old regardless of their student status. The City of Selma elected to continue to require that dependents between the ages of 19 and 23 be fulltime students to be eligible for coverage under the City's Vision plan. Therefore, to qualify for Vision insurance, dependent children between the ages of 19-23 must meet all eligibility requirements and must provide proof of full-time student status at the onset of each semester to be covered.

1. Maximum Premium Allowance for Vision Insurance

The City shall create a maximum allowance (cap) for each employee, based on the vision insurance premium for each calendar year.

G. Life Insurance:

City agrees to provide each employee in Association and covered by this MOU the opportunity to enroll in the "Group Life Insurance and Accidental Death and Dismemberment Insurance for Active Members of the California State Firefighters' Association" as outlined in the brochure provided to the City by the Association. Employees shall have the opportunity to elect \$100,000 in coverage for themselves only, with the beneficiary designated by the employee.

1. Maximum Premium Allowance for Life Insurance,

The City shall create a maximum allowance (cap) for each employee, based on the life insurance premium for each calendar year.

H. Retiree Privilege:

Effective August 1, 2001, all retirees of the City of Selma have the opportunity to enroll in an appropriate CalPERS Health Plan of their choice. The City of Selma has agreed, by City Council Resolution, to contribute the required PEMHCA (CalPERS health plans) minimum amount. The balance of each retiree's premium shall be deducted from the annuitant's retirement check as handled by the CalPERS Retirement System.

I. Annual Review:

Both City and Association are fully aware of increasing health benefit costs. Association agrees to work cooperatively with City in doing everything possible to contain said costs to the City, including but not limited to continual review of the scope of coverage provided employees, as well as continual research into

comparable but less expensive health plans. City and Association acknowledge the necessity for reviewing health plans prior to the expiration of each year's health insurance contract and agree to do so at the appropriate time.

#### **ARTICLE 18 - SAFETY:**

- A. Except for occupational hazards associated with the duties performed by emergency personnel, Employees shall not knowingly be required to work in unsafe conditions or with unsafe equipment. All Employees shall comply with adopted City of Selma Safety Rules and Regulations and City shall comply with applicable State law and regulations.
- B. Should conditions or equipment be reported as being unsafe, the Association Representative, Fire Chief and Personnel Officer shall meet upon request of any party to resolve the issue. If an unsafe condition or equipment is found to exist or a potentially unsafe condition is present, corrective action shall be taken at the earliest possible time.
- C. The City's Safety Committee may be called upon to assist in resolving alleged safety violations and unresolved allegations shall be referred to the City Manager for immediate and final resolution.

#### **ARTICLE 19 – RANDOM DRUG AND ALCOHOL TESTING**

- A. City and Association agree that all covered members of this MOU must be at peak physical and mental performance for the safe and efficient handling of City emergency vehicles, emergency situations and the proper care of patients and property. Therefore, City and Association agree to implement a Random Drug and Alcohol Testing Program for all Association personnel. City and Association agree that the random selection will be performed by an outside agency. City and Association also agree that all drug and alcohol testing shall meet NIDA requirements and shall abide by all other provisions of the City's Drug Free Workplace Policy.

#### **ARTICLE 20 - UNIFORMS:**

- A. City shall pay each covered employee \$1000.00 each year for uniform purchase, replacement and maintenance.
  - 1. City agrees to make quarterly uniform allowance payments on the first payroll period following the completion of each calendar quarter. Payments shall be made in the months of January, April, July and October. Payments for uniform allowance shall be made as part of the employee's payroll check. For PERS classic members, uniform allowance is subject to PERS withholding but not Social Security, Federal and State withholding. For PERS new members, uniform allowance is not subject to PERS, Social Security, Federal nor State withholding.



Uniform allowance payments shall not be included in the base salary rate of employees.

- B. Employees shall maintain uniforms in a clean, neat and pressed manner. Uniforms shall not be worn which have holes, stains, or other defects. Requirements for dress and work uniforms and policy relative to the wear of each, has been established by the Fire Chief and shall be mandatory for all affected employees.
- C. City agrees to reimburse Employees for uniforms and equipment (owned by employees) damaged in the line of duty. City's responsibility for reimbursement shall be limited to those articles required for the employee to perform his/her duties. No reimbursement shall be made if there is negligence or carelessness involved on the part of the employee.
- D. City shall provide a revolving fund to assist Employees in the purchase of clothing and/or equipment needed and used in the performance of their duties. Purchases under this provision shall be limited to five hundred dollars (\$500) each. Employees using the funds provided herein shall reimburse the City by payroll deduction based on the following formula:

<u>Amount Owed</u>	<u>Monthly Payment</u>
\$0 to \$250	\$25
\$251 to \$500	\$50

#### **ARTICLE 21 - PERSONAL PROPERTY LOSS:**

City shall reimburse employees for personal property damaged in the line of duty only under the following conditions:

- A. Employees shall not be reimbursed for any item lost or damaged in the performance of their duties in excess of \$50.00.
  - 1. Exception to the \$50.00 limit: Prescription eye glasses or contact lenses if required by a licensed practitioner, and dentures.
  - 2. No reimbursement shall be made if there is negligence or carelessness involved on the part of the Employee. Jewelry and other non-essential items of a decorative nature or of value in excess of items generally worn shall not be reimbursed.
  - 3. Water resistant watches that glow in the dark are considered an essential item. Employees are encouraged to purchase inexpensive watches with the necessary features, replaceable by the above reimbursement allotment if necessary.

## **ARTICLE 22 - PAYROLL DEDUCTIONS:**

- A. For those Employees of the Association so requesting, City shall deduct from their wages their regular monthly dues. Such dues shall be deducted and transmitted to the Association upon voluntary, revocable, written authorization of the Association Employee in a manner complying with legal requirements. The form for said deduction shall be prepared and provided by the Association.
- B. For those Employees of the Association, the City, upon submission of signed authorization by an Employee, shall deduct from the first two paychecks of each month, an amount to be transmitted to the State Center Credit Union for the purpose of providing savings and loan payments. It shall be the obligation of the Employee to furnish the City with such authorization forms.
- C. Association promises to hold harmless and indemnify City for any liability the City should incur for any mistakes, negligence, or wrong sustained as a result of this service.

## **ARTICLE 23 - SICK LEAVE:**

- A. Sick leave shall accrue to employees of Association in accordance with the pertinent provisions of the City of Selma Personnel Rules and Regulations. If the Personnel Rules and Regulations are amended, the resulting Rule shall prevail.
- B. For record-keeping purposes, sick leave credits shall be earned and used on an hourly basis. It shall be provided further that sick leave credits shall continue to be earned at the rate of 24 hours per month.
  - 1. Sick Leave Incentive: Each eligible employee shall be entitled to pay for a portion of earned sick leave credits on an annual basis, as follows:
    - a. In order to be eligible for this incentive, Employee must have a minimum of 1440 hours of sick leave credit by the deadline date of November 1st. During the following twelve month period, employee will be able to continue accruing sick leave and will be eligible to receive Sick Leave Incentive.
      - 1. At the end of each year, City agrees to pay each eligible employee with at least 1440 hours of accrued sick leave credit up to 30% of sick leave earned during the previous 12-month period (November 1-October 31) henceforth referred to the "benefit period". Regular, full-time employees earn 288 hours of sick leave during the benefit period.
        - aa. If no sick leave is used during the benefit period,



employee may be paid for 30% of the unused sick leave credit remaining over and above 1440 hours which is 86.4 hours.

- bb. If sick leave credits are used by the employee during the benefit period, employee is eligible for pay for 30% of the unused sick leave credits remaining over and above 1440 hours. For example:

*An employee who has 1440 hours of sick leave credit at the beginning of the benefit period earns 288 hours (12 24-hour days) and uses 120 hours (5 days) of sick leave during the benefit period. Employee is eligible to receive payment for 30% of the unused 168 hours (7 days) sick leave credit, which is 50.4 hours.*

- 2. This benefit is not cumulative or retroactive and the employee must decide and declare annually whether to accept payment or receive sick leave credit towards the fire department employees' retirement benefit (refer to #4 below).
- 3. Payment to eligible employees shall be made by City annually in the month of December.
- 4. Employees who terminate employment with the City, for any reason during the year specified for the benefit, are not eligible to receive sick leave incentive pay **unless the employee is retiring from service with the City of Selma and is eligible for one or both of the following options:**
  - aa. **Any employee covered by this MOU who retires from City service shall receive any available Sick Leave Incentive, calculated on a pro-rated basis with his/her final paycheck.**
  - bb. **Sick Leave Reimbursement Upon Retirement as defined in Article 24.**

C. Family Sick Leave:

- 1. Employees covered by this MOU shall be allowed to use one half of an employee's annual accrual (maximum of 144 hours for employees covered by this MOU) of regular sick leave per calendar year to attend to the illness of a child, parent, spouse or domestic partner of the employee. All conditions and restrictions pertaining to the use of sick leave by the employee as provided in the City of Selma Personnel Rules and



Regulations shall also apply to the use of family sick leave by an employee to attend to an illness of the employee's eligible family member.

*Note: This provision is separate from those family and medical leaves mandated by federal and state laws, which provide leave time for specified situations involving the birth or adoption of a child, or the serious health condition of the employee or the employee's spouse, domestic partner, parent or child. Family Sick Leave may however, be taken in conjunction with family leaves mandated by state or federal family laws in certain situations.*

#### **ARTICLE 24 – SICK LEAVE REIMBURSEMENT UPON RETIREMENT:**

Any Sick Leave balance remaining at the retirement date of any employee hired in a full-time regular capacity by the City prior to January 22, 2002 and covered by the MOU agreed upon by the City Council of the City of Selma on the same date shall be reimbursed to the retiree in the following manner:

- A. If the retiree is enrolled in the CalPERS Health Insurance Plan, an amount equal to that which is being deducted from the retiree's retirement check to cover the cost of his/her health insurance premium shall be reimbursed to the retiree on a monthly basis.
- B. If a health insurance deduction is not being deducted from the retiree's retirement check, but the retiree is purchasing other dental, vision or chiropractic plans from the City, the City will deduct those amounts from the sick leave balance. The retiree will not be responsible for any portion of those premiums until the sick leave balance has been depleted.
- C. If the retiree is not participating in any health, dental, vision, chiropractic or other insurance plan for the City, the City shall reimburse the retiree for the sick leave balance at \$200 per month, until the sick leave balance has been depleted.
- D. This benefit replaces the "Fire Employees Retirement Benefit" included in past MOU's. Current and future employees not yet hired by the date that the prior MOU (as defined above) was adopted shall not be entitled to this "Sick Leave Reimbursement Upon Retirement" benefit.

#### **ARTICLE 25 - VACATION:**

- A. "Section 1. ANNUAL VACATION LEAVE of RULE XIV. LEAVE REGULATIONS of the adopted Personnel Rules and Regulations of the City of Selma shall be used for determining vacation benefits for Association Employees. If the Personnel Rules and Regulations are amended, the resulting rule shall prevail. For record-keeping purposes, credits shall be earned and used on an hourly basis.
- B. Eligible employees shall earn vacation credits as follows:

<b>Years of Service</b>	<b>No. of Hours Per/Month</b>	<b>No. of Hours Per/Year</b>
1-5 inclusive	12	144
6-10 inclusive	18	216
11-15 inclusive	20	240
16 and over	25	300

- C. Unit employees as defined in Article 1 shall be allowed to accrue up to a maximum of 528 hours of vacation leave.

#### **ARTICLE 26 - HOLIDAYS:**

- A. Employees in the Association shall be compensated for the following holidays:

*January 1, New Year's Day*  
*January 22 or as Nation observes, Martin Luther King's Birthday*  
*February 12, Lincoln's Birthday*  
*3rd Monday in February, Presidents' Day*  
*Last Monday in May, Memorial Day*  
*July 4, Independence Day*  
*1st Monday in September, Labor Day*  
*September 9, Admission Day*  
*November 11, Veterans' Day*  
*4th Thursday in November, Thanksgiving Day*  
*December 25, Christmas Day*  
*Floating, Employee's Birthday*  
*\*\* Floating, "Eve Day" - The total of 1/2 day of Christmas Eve*  
*and 1/2 day on New Year's Eve*

- B. Association employees will receive "Holiday In-Lieu Pay" for 11 holidays at straight time, with no additional pay for the worked holiday, for the term of this MOU. This benefit will sunset at the expiration of this MOU and will be subject to a cost savings evaluation prior to becoming part of the status quo. Pro-rated adjustments based on time in service will be made for employees entering or leaving City employment. "Holiday In-Lieu Pay" will be paid per pay period on a prorated basis of 10.15 hours of "Holiday In-Lieu Pay" beginning the pay period that includes July 1, 2018.
- C. Employee's Birthday and the "Eve" Days shall continue to be observed as "floating holidays" and should be taken within six (6) months of the actual dates. In the event that two year's accrual (or 48 hours) of the holiday are banked for either floating holiday, the employee will need to take at least 24 hours of holiday time off as soon as possible. If time off is not possible or practical, City agrees to pay the employee up to 48 hours of holiday pay. Under no circumstances will an eligible employee lose an accrued floating holiday/holiday pay. The scheduling of the Employee floating holidays shall be subject to approval of the employee's department head.



- D. \*\* In view of the fact that other employee groups are given 1/2 day holidays on Christmas Eve day and New Years Eve day, City and Association agree that if an Employee takes an equivalent holiday prior to January 1 of any fiscal year and also resigns City service prior to January 1, City shall deduct the holiday previously paid from any final amounts due said employee.

#### **ARTICLE 27 - IN-SERVICE TRAINING:**

- A. A regular in-service training program of employees is mutually beneficial and necessary. To this end, Employees shall attend and participate in required departmental training and staff sessions on off-duty time. When attendance and participation is required on off-duty time, City shall pay Employee at the established call back rate.

#### **ARTICLE 28 - PHYSICAL FITNESS AND WELLNESS:**

- A. Physical fitness of each and every Association Employee is a top priority in ensuring the most efficient and effective service possible to our citizens, and in accomplishing City's risk management goals and objectives.
- B. Employees may participate in a voluntary physical fitness/agility test for unit employees as developed by City. The Association shall be permitted input in the development of the program. The determination of the City Manager and Fire Chief shall be final and conclusive in the adoption of said program.
- C. City agrees to pay each Association member one annual \$200.00 physical fitness bonus/reimbursement upon submission of current proof of payment of one annual gym membership fee of \$200.00 (or more). In the event the Association member pays for gym membership in a series of installments, member may submit receipts totaling \$200.00 for reimbursement.
1. Association members who qualify for the Physical Fitness Bonus must submit a Claim for Payment.
  2. Receipt issued by the established physical fitness gymnasium for current individual Association membership must also accompany above Claim for Payment. Reimbursement shall be paid for no more than \$200.00 per year.
- D. City agrees to reimburse Association member's insurance co-pay amount for annual physicals and cancer screenings upon submission of appropriate documentation to the City's Finance Department.

#### **ARTICLE 29 - EDUCATION INCENTIVE:**

- A. The City of Selma is committed to the further professional and educational development of its employees and strongly believes that the organization, as a whole, significantly benefits from those employees who have pursued additional formal education in their related occupational fields. Therefore, City shall pay 2.5% of the employees' salary per month to those non-probationary employees and to promotional probationary employees who have successfully completed a Certificate of Achievement in Fire Science through an accredited college.
- B. City shall also pay an incentive of 5% of employee's base salary per month to those non-probationary employees receiving an Associate of Science degree in Fire Science through an accredited college.
- C. City shall pay an incentive of 7% of employee's base salary per month to those non-probationary employees receiving a Bachelor's Degree in Fire Science, Fire Science Administration, Public Administration or Human Sciences to include Anatomy, Physiology or other field closely related to the essential duties of the job classifications that are covered by this MOU. Such consideration for any other field of study not mentioned herewith will be at the discretion of the City Manager, should a member of the Association enroll in an accredited curriculum during the term of this agreement.
- D. Employees shall receive Education Incentive for the highest level of education received only and shall not be paid for more than one degree (as listed in this Article). This incentive shall become effective upon presentation of proper documentation. If copy of diploma/degree does not specify course of study, a certified transcript from the college or university must be included. No course shall be counted for which an employee receives less than a "C" or "Pass" grade.

#### **ARTICLE 30 - DISABILITY INSURANCE:**

- A. Effective January 1, 2010, Association employees covered by this MOU, elected to opt out of the State Disability Insurance Program and enroll in a voluntary LTD plan provided by the California State Firefighters' Employee Welfare Benefits Corporation (CSFEWBC) through Myers, Stevens & Toohey. Participation in this voluntary plan is to be at the sole cost and expense of the employee.

#### **ARTICLE 31 - ADOPTION OF AGREEMENT AND AMENDING PROCEDURE:**

- A. This MOU shall be deemed adopted and binding effectively terminating negotiations during its term upon approval and subscription of the Association and City.
- B. If either Association or City desires to modify or change this MOU during its term, said party shall serve written notice on the other party, setting forth the



nature of the proposed modifications or changes. Failure of the other party to give written approval of the modifications or changes proposed within thirty (30) days of the required written notice shall be deemed a rejection of the proposal.

- C. Any amendment, whether a proposed amendment or an alternative to a proposed amendment that may be mutually agreed upon, shall become a part of this MOU, effective on the agreed date.

**ARTICLE 32 - SAVINGS CLAUSE:**

- A. This MOU is the entire agreement of the parties, terminating all prior MOU's and concluding all negotiations during the term of this MOU, except as provided in Article 17.
- B. Should any provisions of this MOU be found to be in contravention of any Federal or State Law by a court of competent jurisdiction, such particular provision shall be null and void, but all other provisions of this MOU shall remain in force and effect. The parties hereto shall negotiate any provision found to be in contravention of State or Federal Law.

**ARTICLE 33 - TERM:**

- A. This Memorandum of Understanding shall remain in effect for a period commencing, July 1, 2018 and ending June 30, 2021 subject to appropriate modifications by mutual agreement of the parties. This MOU may be extended by mutual agreement of the parties if additional time is needed to consummate a new agreement.
- B. All existing wages, hours, working conditions and other terms and conditions of employment not specifically changed or deleted by this MOU shall remain in full force and effect during the term of this agreement.

**ARTICLE 34 - APPROVALS:**

DATE: April 2, 2018

CITY OF SELMA  
A Municipal Corporation

BY: Henry Perea  
Henry Perea  
Interim City Manager/Municipal  
Employees Relations Officer

International Association of Firefighter Local 3716

BY: Tom Sharpe  
Tom Sharpe, Labor Consultant, F.I.R.E.

BY: D. Anthony  
President, IAFF #3716

**MOU INCREASE  
FIRE  
EFFECTIVE JUNE 23, 2018**

Position		A	B	C	D	E
<b>Fire Engineer</b>						
	Monthly	4,158.00	4,366.00	4,584.00	4,813.00	5,054.00
	Biweekly	1,919.08	2,015.08	2,115.69	2,221.38	2,332.62
	Hourly	17.13	17.99	18.89	19.83	20.83
<b>Firefighter</b>						
	Monthly	3,770.00	3,959.00	4,157.00	4,365.00	4,583.00
	Biweekly	1,740.00	1,827.23	1,918.62	2,014.62	2,115.23
	Hourly	15.54	16.31	17.13	17.99	18.89

**EFFECTIVE JUNE 22, 2019**

Position		A	B	C	D	E
<b>Fire Engineer</b>						
	Monthly	4,304.00	4,519.00	4,745.00	4,982.00	5,231.00
	Biweekly	1,986.46	2,085.69	2,190.00	2,299.38	2,414.31
	Hourly	17.74	18.62	19.55	20.53	21.56
<b>Firefighter</b>						
	Monthly	3,902.00	4,097.00	4,302.00	4,517.00	4,743.00
	Biweekly	1,800.92	1,890.92	1,985.54	2,084.77	2,189.08
	Hourly	16.08	16.88	17.73	18.61	19.55

**EFFECTIVE JUNE 20, 2020**

Position		A	B	C	D	E
<b>Fire Engineer</b>						
	Monthly	4,433.00	4,655.00	4,888.00	5,132.00	5,389.00
	Biweekly	2,046.00	2,148.46	2,256.00	2,368.62	2,487.23
	Hourly	18.27	19.18	20.14	21.15	22.21
<b>Firefighter</b>						
	Monthly	4,019.00	4,220.00	4,431.00	4,653.00	4,886.00
	Biweekly	1,854.92	1,947.69	2,045.08	2,147.54	2,255.08
	Hourly	16.56	17.39	18.26	19.17	20.13



## EXHIBIT B

**MOU INCREASE  
FIRE  
EFFECTIVE JUNE 22, 2019**

Position	A	B	C	D	E
<b>Non-Safety Paramedic</b>					
Monthly	3,094.00	3,249.00	3,411.00	3,582.00	3,761.00
Biweekly	1,428.00	1,499.54	1,574.31	1,653.23	1,735.85
Hourly	17.85	18.74	19.68	20.67	21.70
<b>Non-Safety EMT</b>					
Monthly	2,366.00	2,484.00	2,608.00	2,738.00	2,875.00
Biweekly	1,092.00	1,146.46	1,203.69	1,263.69	1,326.92
Hourly	13.65	14.33	15.05	15.80	16.59

**EFFECTIVE JUNE 20, 2020**

Position	A	B	C	D	E
<b>Non-Safety Paramedic</b>					
Monthly	3,187.00	3,346.00	3,513.00	3,689.00	3,873.00
Biweekly	1,470.92	1,544.31	1,621.38	1,702.62	1,787.54
Hourly	18.39	19.30	20.27	21.28	22.34
<b>Non-Safety EMT</b>					
Monthly	2,437.00	2,559.00	2,687.00	2,821.00	2,962.00
Biweekly	1,124.77	1,181.08	1,240.15	1,302.00	1,367.08
Hourly	14.06	14.76	15.50	16.28	17.09

## Exhibit C

- An agreement between the Association and the City allowing members to work extended shifts in order to work fewer days per week will not result in any increase or decrease in benefits based on the extended work day. The current regular work shift is twelve-hours on duty.
- Daily Overtime - Association shall be paid one and one-half times their hourly rate or may choose to accrue compensatory time at time and one-half for hours actually worked over and above a regular work shift or time worked on a regularly scheduled day off. Any paid or unpaid leave hours used during a regular work shift shall not be included as "hours worked" in computing daily overtime pay.
  - Examples: EMT John Doe began his shift on Monday morning at 7:00 a.m. and worked his entire 12 hour shift. At 6:55 p.m. his supervisor asked him to stay another 12 hours to cover for a co-worker who called in sick. Because there was no break in service, and EMT Doe continued to work past the 12 hour period, all 12 additional hours are considered overtime to be included in his paycheck or designated as accrued compensatory time.
  - Paramedic Jane Smith also began her shift on Monday morning at 7:00 a.m. During the morning, Jane was called away from the job for three hours due to a family illness. Jane returned to work and finished her shift, but at 6:55 p.m., she was also asked to stay and cover another 12 hour shift. Because Jane used three hours of Family Sick Leave, Jane's actual work hours did not reach the 12 hour mark until 10:00 p.m. Therefore, Jane's work hours between 7:00 and 10:00 p.m. will be paid at the regular rate, and all hours worked beyond 10:00 p.m. will be considered overtime. In summary, Jane will receive 12 hours of regular pay, three hours of family sick leave, and nine hours of overtime pay or comp time.
- Non-Safety EMT and Non-Safety Paramedic employees not covered by the FLSA 7k exemption shall continue to be paid for any FLSA overtime that exceeds 40 hours in a work week.



## Exhibit D

- For Miscellaneous employees of this Unit (Non-Safety EMT and Non-Safety Paramedic) that are considered "classic" Miscellaneous members of CalPERS pursuant to the Public Employees' Pension Reform Act (PEPRA), the City shall provide the CalPERS Miscellaneous 2.7% @ 55 Retirement Plan. The employees' share of the contributions shall be fully vested in each employee's name in accordance with CalPERS policies.
  - Classic Miscellaneous employees shall continue to contribute the full 8% of compensation earnable member contribution.
- For Miscellaneous employees of this Unit (Non-Safety EMT and Non-Safety Paramedic) that are considered "new" Miscellaneous members of the Public Employees Retirement System (PERS), pursuant to the Public Employees' Pension Reform Act (PEPRA) of 2013, the City shall provide the PERS Miscellaneous 2% @ 62 Retirement Plan. Under the PEPRA all new miscellaneous members of the Public Employees Retirement System (PERS) will be required to contribute at least 50% of the total normal cost of the retirement plan, as determined by CalPERS.

## Exhibit E

- City shall pay Non-Safety EMT and Non-Safety Paramedic employees \$300 each year for the purchase of matching clothing, consisting of dark-color pants and polo shirt with the Selma Fire Department logo. City and unit agree that the final standards for this uniform shall be determined by the Fire Chief in consultation with the affected employees.
- Non-Safety EMT and Non-Safety Paramedic can utilize the revolving fund up to a maximum of \$300.00 per employee at any given time and shall reimburse the city on a monthly basis, via payroll deductions based on the following:

AMOUNT OWED

\$0.00 - \$300.00

MONTHLY PAYMENT

\$30



## Exhibit F

- Sick leave credits for Non-Safety EMT and Non-Safety Paramedic employees shall be earned and used on an hourly basis. It shall be provided further that sick leave credits shall continue to be earned at the rate of 8 hours per month.
- Sick Leave incentive: Each eligible Non-Safety EMT and Non-Safety Paramedic employee shall be entitled to pay for a portion of earned sick leave credits on an annual basis, as follows:
  1. First Tier: In order to be eligible for this incentive, Non-Safety EMT and Non-Safety Paramedic Employee must have a minimum of 60 days (480 hours) of sick leave credit by the deadline date of November 1st. During the following twelve month period, employee will be able to continue accruing sick leave and will be eligible to receive Sick Leave incentive.
    - At the end of each year, City agrees to pay each eligible Non-Safety EMT and Non-Safety Paramedic Employee with at least 480 hours of accrued sick leave credit up to 50% of sick leave earned during the previous 12 month period (November 1-October 31) henceforth referred to as the "benefit period". Regular, full-time employees earn twelve days of sick leave during the benefit period. If no sick leave is used during the benefit period, employee will receive payment for six days. If sick leave credits are used by the employee during the benefit period, employee is eligible for pay for 50% of the unused sick leave credits remaining over and above 480 hours. For example:
      - *An employee who has 480 hours of sick leave credit at the beginning of the benefit period earns 96 hours (12 days) and uses eight days of sick leave during the benefit period. Employee is eligible to receive payment for 50% of the unused four days (two days of pay).*
  - This benefit is not cumulative or retroactive and the employee must decide and declare annually whether to accept payment or receive sick leave credit. Any sick leave not paid for will continue to be credited for the employee's benefit to a maximum of 120 days.
  - Payment to eligible employees shall be made by City annually in the month of December.

2. Second Tier: City agrees to pay each employee, who has accumulated 120 days (960 hours) of sick leave credit, 100% of sick leave credits earned but unused during the following twelve month period (which exceed the 960 hour sick leave accrual limit). When employee's sick leave has reached the maximum accrual of 960 hours, employee shall register the date with the Finance Department. Employee will then be allowed to register (but not accrue) the equivalent of eight additional hours per month, or 96 hours during the following twelve month period, for purposes of this benefit only. Employee would be eligible to receive payment for a maximum of 96 hours.

- If employee uses sick leave during the 12 month period in which sick leave is being registered, sick leave hours shall first be deducted from any registered hours above the 960 hour maximum. Employee shall then be eligible to receive sick leave incentive for any hours that are still registered, but unused.
- If employee uses more sick leave than those that have been registered above the 960 maximum, those sick leave hours would then be deducted from the 960 hour balance. Employee shall no longer be eligible for this sick leave incentive until employee has once again reached the 960 hour maximum. Employee shall then register the new date and start again to register additional sick leave hours.
- At the conclusion of the 12 month period, employee shall have the option of receiving sick leave incentive payment immediately, or waiting until December to receive payment with those other employees who are receiving sick leave incentive for reaching the first tier.

Family Sick Leave: Non-Safety EMT and Non-Safety Paramedic employees shall be allowed up to one half of their annual accrual (maximum of 48 hours for Non-Safety EMT and Non-Safety Paramedic employees covered by this MOU) per calendar year to attend to the illness of a child, parent, spouse or domestic partner of the employee. All conditions and restrictions pertaining to the use of sick leave by the employee as provided in the City of Selma Personnel Rules and Regulations shall also apply to the use of family sick leave by an employee to attend to an illness of the employee's eligible family member.

Note: This provision is separate from those family and medical leaves mandated by federal and state laws, which provide leave time for specified situations involving the birth or adoption of a child, or the serious health condition of the employee or the employee's spouse, domestic partner, parent or child. Family Sick Leave may however, be taken in conjunction with family leaves mandated by state or federal family laws in certain situations.



## Exhibit G

- The time at which the Non-Safety EMT and Non-Safety Paramedic employee shall be granted a vacation is at the discretion of the Fire Chief. The predominant factor to be considered is the need of City. However, in an effort to accommodate the employee's requested vacation schedule, the department shall open to bid vacation scheduling beginning January 15 of each year. Insofar as possible, classification seniority shall govern where more than one employee bids for the same period.
  - The final vacation schedule as approved by the Fire Chief shall be posted in the employee work area.
  - Vacation credit shall be accrued according to the following schedule. Vacation Days are based on an eight hour work day.

<u>YEARS OF SERVICE</u>	<u>NO. OF DAYS PER MONTH</u>	<u>NO. OF HOURS PER MONTH</u>	<u>NO. OF DAYS PER YEAR</u>
0-4	1.0	8	12
5-9	1.5	12	18
10-14	1.75	14	21
15 and over	2.0	16	24

- Non-Safety EMT and Non-Safety Paramedic employees shall be allowed to accrue up to a maximum of 360 hours of vacation leave.
- Non-Safety EMT and Non-Safety Paramedic employees who have taken a minimum of 80 hours of Vacation Leave during the previous calendar year will be eligible for Vacation Buy-Back of up to fifteen (15) hours per year.
  - City will notify each employee by February 15 of each calendar year of eligibility to buy back vacation hours. Employee will have the option to receive payment for selected amount of vacation leave hours or decline this benefit. Eligible employees who choose to sell back their vacation leave hours will receive payment before March 31 of the calendar year.

## Exhibit H

- Non-Safety EMT and Non-Safety Paramedic employees working holidays shall receive their regular salary plus one and one-half his/her base hourly rate for up to twelve hours worked (except Birthday, which shall be observed, according to provisions of Rule XIV, Section 4 of the Personnel Rules and Regulations).



## Exhibit I

- City shall pay 2.5% of the Association member's base salary per month to those non-probationary Non-Safety EMT and Non-Safety Paramedic employees who successfully complete or have attained an A.A. or A.S. degree in a field of study related to their work with the City or with local government in general. City shall pay a bonus of 5% of the Association member's base salary per month to those non-probationary employees who successfully complete or have attained a B.A. or B.S. degree in a field of study related to their work, or with local government in general. This incentive is available only to those employees whose employment qualifications require, or list as desirable, the degree listed herein.
  - Employees shall receive Education Incentive for the highest level of education received only and shall not be paid for more than one degree (as listed in this article). If approved by Fire Chief and Personnel Officer, this incentive pay shall become effective upon date of presentation by the employee of proper documentation of the completion of the coursework. If copy of diploma/degree does not specify course of study, a certified transcript from the college or university must be included. No course shall be counted for which an employee receives less than a "C" or "Pass" grade.

**CITY MANAGER'S/STAFF'S REPORT**  
**CITY COUNCIL MEETING:**

March 2, 2020

**ITEM NO:**

1.d.


**SUBJECT:** Consideration of a System License and Support Agreement between the City of Selma and Response Analytics, LP for Electronic Patient Care Report (ePCR) Data Collection and Reporting System

**RECOMMENDATION:** Staff recommends that Council approve the License and Support Agreement between Response Analytics, LP and the City of Selma, authorizing the City Manager to execute all necessary documents.

**DISCUSSION:** As part of the process of re-establishing the Emergency Medical System ("EMS") transport services, City Staff has researched various types of Electronic Patient Care Report ("ePCR") Data Collection and Reporting Systems. The ePCR is the system that EMS personnel utilize to record patient information during an incident. The ePCR software is loaded onto tablets that are utilized by EMS personnel. After reviewing several different options, staff finds Response Analytics is the best option. They are a component of American Ambulance, who we have utilized in the past for these services. Since we utilize American Ambulance now, the system is already linked to our billing company, which will ensure a smooth transition.

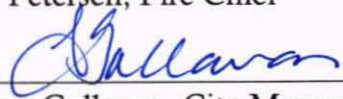
<b><u>COST:</u></b> <i>(Enter cost of item to be purchased)</i>	<b><u>BUDGET IMPACT:</u></b> <i>(Enter amount this non-budgeted item will impact this years' budget – if budgeted, enter NONE).</i>
\$6,000.00 – Start-Up Cost	Part of Amended Budget
<b><u>FUNDING:</u></b> <i>(Enter the funding source for this item – if fund exists, enter the balance in the fund).</i>	<b><u>ON-GOING COST:</u></b> <i>(Enter the amount that will need to be budgeted each year – if one-time cost, enter NONE).</i>
Funding Source: Ambulance Fund  Fund Balance: \$2,139,199.19	\$1.00/Patient Ongoing Cost Estimate \$1,200.00

**RECOMMENDATION:** Staff recommends that council approve the License and Support Agreement between Response Analytics, LP and the City of Selma, authorizing the City Manager to execute all necessary documents.

  
Rob Petersen, Fire Chief

2-26-2020

Date

  
Teresa Gallavan, City Manager

2-26-20

Date



Simon – ePCR Data Collection and Reporting System  
and LynxMobile

SYSTEM LICENSE AND SUPPORT AGREEMENT

This System License Agreement ("Agreement") is entered into and effective on March 3rd, 2020 ("Effective Date") between Response Analytics, LP, a California Limited Partnership with principal offices at 2911 East Tulare, Fresno, CA 93721 ("Licensor") and City of Selma with principal offices at 1710 Tucker Street, Selma, CA 93662 ("Licensee").

- A. Licensee uses Licensor's software products and relies on Licensor's support for those software products.
- B. Licensee was previously licensed to use the previous version of Simon under license from Licensor.
- C. Licensee now seeks a license for the new and completely rewritten Simon ePCR system along with LynxMobile.
- D. Licensee and Licensor desire to reformulate the support agreement for the applicable software packages.

Therefore, Licensor and Licensee agree as follows:

**1) DEFINITIONS**

- a. "System" means the combination of the Simon ePCR System and LynxMobile and the related applications and modules within their suite.
- b. "Third Party Components" shall mean any components of the Software, whether in the form of a runtime version or object code, provided by third party vendors to Licensor for the sole purpose as an embedded component of the Software object code.
- c. "Software" shall mean the computer programs, executables, and other files that include, but are not limited to, Simon, Nomis, LynxMobile and the design of databases used to store Simon data. The software, distributed by Licensor, consists of a proprietary computer software and resources used to document, report, and manage prehospital patient and EMS billing data. The Software includes, but is not limited to, its object code, screen and System design, scripted code, all Third Party Components, any user manuals and all accompanying materials, including any and all updates or succeeding versions of the Software regardless of name.

**2) SOFTWARE LICENSE**

- a. Grant Of License. Licensor grants Licensee, pursuant to the terms and conditions of this Agreement, a perpetual, non-exclusive, non-transferable license for use of the System by Licensee solely for their own internal business purposes and in compliance with this agreement.
- b. Limited Warranty. For the term of this Agreement, Licensor warrants that the System will substantially conform to the Licensor specifications generally described in the Appendix B. If a defect occurs during the warranty period, Licensor will provide support as detailed in Appendix C of this agreement. Licensee's sole and exclusive remedy for defects of the System covered by this warranty is limited to the correction of the defect within the guidelines of Appendix C. The foregoing warranty shall not apply to defects resulting from improper or inadequate maintenance by Licensee, or software supplied by Licensee, or interfacing, or unauthorized modifications, or misuse. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

- c. **Product Updates.** Licensor reserves the right to modify and enhance Software in the sense of engineering progress. Licensor change and/or update the contents and implementations of the Software at any time without prior notice. Licensor agrees to accept comments and requests regarding the operation or future changes of the Software from Licensee and to respond to those comments and requests with its intentions within a reasonable period of time. Licensor shall, in no way, be obligated by Licensee to change or alter the Software except as required under separate Agreements outside the scope of this Agreement. Updated and revised products are subject to the terms and conditions of this Agreement. Licensee is entitled to be informed about any updates and revisions prior to implementation.
- d. **Copies.** Licensee shall have no right to copy, in whole or in part, the Software.
- e. **Performance of Services.** Licensee acknowledges and agrees that any and all consulting services or provisions of hardware or other matters performed or to be performed by Licensor for Licensee are independent of this Agreement and outside its scope.
- f. **Modifications, Reverse Engineering.** Licensee agrees that only Licensor shall have the right to alter, maintain, enhance or otherwise modify the Software. Licensee shall not cause, nor permit either through its direct efforts or through any third party, the modification, disassembly, de-compilation, or reverse engineering of the Software.
- g. **Installation.** Licensor shall install the System based on a mutually agreed upon schedule prior to implementation. The installation period will conclude when the items on the schedule are complete and a notice to that effect is signed by Licensee.
- h. **Training.** Unless otherwise contracted for, Licensee shall be solely responsible for training its employees after the initial training and implementation period.
- i. **Maintenance.** Licensor agrees to provide initial installation of the System and maintenance and support subject to the terms of this agreement.
- j. **Data Hosting.** American offers to host Licensee's data associated with this agreement at no extra charge and provide secure access to that data by Licensee. Licensee's data shall be backed up and secured according to the methods used by American Ambulance for its own data. Upon the termination of this agreement, American Ambulance will reasonably assist with storage and access of the data for a period of one year while Licensee transitions to another resource. If Licensee requires cloud-based data storage, the charges associated with that storage shall be passed on to Licensee.

### **3) FEES, TERMS AND TAXES**

- a) **Fees and Terms.** Licensee agrees to pay the fees outlined in Appendix A. Per documented patient fees in Appendix A shall remain unchanged until January 1st, 2023. Annual Fees are required for continue licensed software use and for support, all other costs associated with the use of the System are the responsibility of the Licensee.
- b) **Terms.** Licensee shall pay all fees associated with this agreement quarterly, within 15 days of the beginning of each calendar quarter.
- c) **Taxes.** Licensee shall pay all applicable taxes, however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement.

### **4) OWNERSHIP**



- a) Title. Licenser represents that it has the right to distribute the System. Licensee acknowledges that the license granted under this Agreement does not provide Licensee with title to or ownership of the System, including any customizations, enhancements, updates or other modifications to the Software, whether made by Licenser or any third party. Licensee acknowledges that the License granted under this Agreement only provides the Licensee a right of limited use under the terms and conditions of this Agreement.
- b) Transfers. Under no circumstances shall Licensee sell, license, sublicense, publish, display, distribute, or otherwise transfer to a third party the software or any part of the System, any copy thereof, in whole or in part, without Licenser's prior written consent.

**5) CONFIDENTIAL INFORMATION**

- a) Definition. For their mutual benefit, the Licenser and Licensee shall discuss certain confidential information including but not limited to, the Licensee's confidential data. The parties acknowledge that the following will be considered confidential ("Confidential Information"):
  - i) the terms and conditions of this agreement
  - ii) the nature of the integration between elements of the system and other databases or technologies
  - iii) information concerning the System and other information or data, including but not limited to, each party's business information, patient data, billing charges, costs, business opportunities, or personnel
- b) Confidential Information shall not include information that:
  - i) is now or subsequently becomes generally available to the public through no fault or breach on the part of receiving party ("Recipient"); or
  - ii) Recipient can demonstrate to have had rightfully in its possession prior to disclosure to Recipient by the disclosing party ("Discloser"); or
  - iii) Is independently developed by Recipient without the use of any Confidential Information; or
  - iv) Recipient rightfully obtains from a third party who has the right to transfer or disclose it.
- c) Nondisclosure and Nonuse of Confidential Information. Recipient agrees to use reasonable care, but in no event no less than the same degree of care that it uses to protect its own confidential and proprietary information of similar importance, to prevent the unauthorized use, disclosure, publication or dissemination of Confidential Information. Recipient agrees to accept Discloser's Confidential Information for the sole purpose of meeting its obligations under the terms of this Agreement. Recipient agrees not to use Confidential Information otherwise for its own or any third party's benefit without the prior written approval of an authorized representative of Discloser in each instance. Recipient may disclose Confidential Information if required by any judicial or governmental request, requirement or order; provided that Recipient will take reasonable steps to give Discloser sufficient prior notice in order to contest such request, requirement or order by notifying Discloser of such request.
- d) Ownership of Confidential Information. All Confidential Information, and any Derivatives thereof, remains the property of Discloser and no license or other rights to Confidential Information is granted or implied hereby.
- e) Health Information Privacy and Portability Act ("HIPAA"). No part of this Agreement is to be construed to allow the violation or circumvention of HIPAA rules. This Agreement acknowledges the possible existence of a Business Associate Agreement between the parties, which will supersede this Agreement as it pertains to the protection or confidentiality of any information protected under HIPAA. However, in the absence of a HIPAA Business Associate Agreement, neither party may use the protected health information (as defined by HIPAA) obtained through the use of the System as agreed upon by this license for purposes other than those allowed by HIPAA or any other local, state or federal law related to storage or disclosure of medical information. Licenser agrees to disclose protected health information to



individuals as specified by Licensee and only in a manner which has been specified by Licensee, except that it may violate HIPAA or other laws.

- f) Terms. Recipient's duty to protect Discloser's Confidential Information shall expire at the end of three (3) years from the date of termination of this Agreement, except as required by law.

**1) 7. INDEMNIFICATION.**

- a) Licensee agrees to release, indemnify, and hold harmless the Licensor from and against any claims, demands, actions, liens, rights, subrogated or contribution interests, debts, liabilities, judgments, costs, and attorney's fees, arising out of, claimed on account of, or in any manner predicated upon the use of the System or any loss or damage to property or data as a result of using the System, except where that loss or damage is caused by the sole negligence or intentional acts of the Licensor. Licensor agrees to release, indemnify, and hold harmless the Licensee from and against any claims, demands, actions, liens, rights, subrogated or contribution interests, debts, liabilities, judgments, costs, and attorney's fees, arising out of, claimed on account of, or in any manner predicated upon losses or damage caused by the sole negligence or intentional acts of the Licensor.

**2) TERM AND TERMINATION**

- a) Effective Date and Term. This Agreement and the license granted hereunder shall be effective as of the Effective Date set forth at the beginning of this Agreement and shall remain in effect until terminated as provided in this Agreement.
- b) Termination. Either party shall have the right to terminate this Agreement with or without cause with written notice of termination to the other party no less than 180 days prior to termination.
- c) Effect of Termination: If Licensor terminates this Agreement, the obligations of Licensor and Licensee in this Agreement, which accrued prior to termination or expiration, and provisions of this Agreement which by their express terms are intended to survive termination or expiration of this Agreement, shall survive termination of this Agreement. Within thirty (30) days after termination of this Agreement, Licensee shall return to Licensor, the Software and all copies thereof, and deliver to Licensor a certification, in writing signed by an officer of Licensee, that the Software and all copies thereof have been returned or destroyed, as requested by Licensor, and their use discontinued. Within thirty (30) days after termination of this Agreement, Licensor shall provide all data and confidential information obtained through use of the System in a reasonable manner agreed upon by the parties and shall certify to what degree information is maintained or destroyed as required by Licensee. Nothing contained herein shall limit any other remedies that either party may have for the default of the other under this Agreement nor relieve either party of any of its obligations incurred prior to such termination.
- d) Remaining use of Reporting Software: Notwithstanding the above, Licensor shall allow the use and shall maintain the Nomis Reporting system by Licensee for at least one year following termination. Following termination Licensor shall reasonably assist Licensee with data transfer and the securing of any data held by Licensor or related to the System.

**3) VERIFICATION**

- a) In the event that Licensor entertains any serious doubts that Licensee may not be in compliance with the terms and conditions as set forth herein, Licensor may audit, with thirty (30) day's prior written notice, Licensee available records related to the use of the System, to verify Licensee's use of the Software is in accordance to the constraints of this Agreement. Licensor shall bear the expense of an audit with the exception of instances where the Licensee is found, through such an audit, to be in violation of the licensing portion of this Agreement. In such instances, Licensee will be invoiced for all time, travel and material costs associated with the audit. Audits shall be conducted during regular business hours at



Licensee's facilities and shall not unreasonably interfere with Licensee business. Audits shall be conducted no more than one time per twelve-month period. Licensor may engage third parties to perform the audit if Licensee agrees to the chosen party. Such an approval will not be unreasonably withheld. In such event, said third parties shall be subject to the restrictions of Section 6 of this Agreement regarding Confidential Information.

#### **4) GENERAL PROVISIONS**

- a. **Assignment.** The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and to their respective heirs, successors, assigns and legal representatives, except that Licensee shall not assign or otherwise transfer the System or this Agreement to anyone without prior written notice to Licensor. Licensor may assign the Software or this Agreement to any party provided such party agrees in writing to be bound by all terms and conditions of this Agreement.
- b. **Joint and Several Liability.** If Licensee is composed of more than one person or entity, each such person and entity shall be jointly and severally liable under this Agreement.
- c. **Force Majeure.** Neither party shall be responsible for any failure to perform due to unforeseen circumstances or to causes beyond its control, including but not limited to war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, carrier service interruptions, or shortages of energy, labor or materials. A party whose performance is affected by a force majeure condition shall be excused from such performance to the extent required by the force majeure condition so long as such party takes all reasonable steps to avoid or remove such causes of nonperformance and immediately continues performance whenever and to the extent such causes are removed.
- d. **Governing Law.** This Agreement shall in all respects be governed by the laws of the State of California.
- e. **Severability.** If any of the provisions of this Agreement are held to be invalid under any applicable statute or rule of law, they are, to that extent, deemed omitted.
- f. **Waiver.** The waiver of one breach or default or any delay in exercising any rights shall not constitute a waiver of any subsequent breach or default.
- g. **Notices.** All notices permitted or required under this Agreement shall be in writing and shall be delivered in person, via fax, or mailed by first class, registered or certified mail, postage prepaid, to the address of the party specified in this Agreement or such other address as either party may specify in writing. Such notice shall be deemed to have been given upon receipt.
- h. **Entire Agreement.** This Agreement, along with its attachments, represents the entire Agreement between the parties regarding the acceptance and use of the System. The Agreement may only be amended by a written Agreement signed by both parties, and supersedes all prior or contemporaneous oral or written Agreements and understandings with respect to the matters covered by this Agreement. Licensee agrees that it has not entered into this Agreement based on any representations other than those contained herein.

IN WITNESS WHEREOF, the parties have executed this System License Agreement effective as of the date first set forth above.

LICENSOR: Response Analytics, LP

LICENSEE: City of Selma

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized Signatures:

\_\_\_\_\_

\_\_\_\_\_

By: Erik S. Peterson

By: \_\_\_\_\_

Title: General Manager

Title: \_\_\_\_\_



**Appendix A**

**Items and Costs Comprising the System**

The following items described below comprise the System.

Item	Description	Cost per documented patient
<b>Initial Setup</b>	<b>System Configuration and Setup</b>	<b>\$6,000</b>
LynxMobile	System Licenses and Support for Lynx Mobile	\$0.25
Simon System	System License and Support for Simon	\$0.75
<b>Total Annual Support Estimate</b>	<b>Estimate Based on 1,200 Patients</b>	<b>\$1,200</b>

Total number of documented patients shall be calculated quarterly by Licensor prior to sending invoice. Documented patients include canceled calls or "dry runs" where the patient has been identified and a PCR record has been created.

## **Appendix B**

### **Features Included**

#### **Simon – Pre-Hospital Data Collection System**

1. Wireless Encrypted Data Transfer
2. Complete Patient Care Documentation
3. CCEMSA Protocol Integration
4. Close-Call Rules
5. NEMSIS 3.3.4 / 3.4 Certified
6. CEMSIS Data Upload

#### **Nomis - Integrated Reporting System**

1. Ad Hoc Reporting on Simon Data
2. Geographic Plotting with Google Maps
3. Secure Communication with User Authentication

#### **LynxMobile – In-Vehicle Communication**

1. In-Vehicle mapping of calls
2. CAD integration and status changes
3. Call information integration with Simon



## Appendix C

### Support Terms

This appendix outlines the process for support of the System by Licensor. Responses to reports (whether by mail, telephone, electronic mail or fax) of difficulties or problems with the System and assistance in diagnosis of faults will be handled as follows. Generally, the Licensee must provide adequate information and documentation to enable support personnel to recreate the problem. Licensor will notify the person reporting the problem of the findings and the course of action to be taken, based on the following categories:

**Category 1:** A difficult to duplicate issue with the hardware or software that appears infrequently and has little effect on the user other than a possible need to restart the computer.

Support: Investigate and work to resolve the issue as necessary without any firm commitment unless it can be reproduced regularly. This is the type of thing that sometimes takes a period of weeks or months to understand and fix, but does not have a significant effect on the user.

**Category 2:** An issue with the software that is reproducible but the user has a work-around that allows continued reasonable use of the software.

Support: In this case, we will work to resolve the issue for the next software update.

**Category 3:** This is a minor issue that is difficult for the user to work around, but is infrequent and reproducible.

Support: We will identify the issue and work to resolve it soon as possible. Because of the infrequency of the issue, we may look to find a simpler user work-around until a software update can be made.

**Category 4:** This is an issue that is affecting many users, is difficult or impossible to work around and causes a significant hindrance to the use of the software.

Support: Every effort will be made to address the issue as soon as possible. They generally only occur after a significant software update and something has slipped through the testing. Every effort is made during testing of new features to find any issues, but occasionally, a significant error is not detected.

Generally, any fixes or updates are handled remotely and only require each computer to use the transfer program, in order to receive the fix. We do not contemplate the need for a physical visit. However, depending on the seriousness of the issue, it may be necessary, and we will do what is reasonable to keep the system running.

Licensor shall have no responsibility for hardware problems or software which has been subject to improper use, accident, neglect, modification, or not installed or supported by Licensor.

If the "problem" is the result of intended software design, the support request will be considered as a software modification request. These requests fall into 2 categories.

- 1) A modification request which is only useful for the requesting user or a small subset of users. This requires a separate billable agreement to complete the work.
- 2) A modification request that would, based on the sole discretion of the developer, be useful for many users or would be of strategic benefit for the future of the software. We will attempt to work this into a future update, at no cost to the requesting user. Some of the requests in category one may be also worked into future updates as a low priority change, if the user does not have a time critical need for the change.

**CITY MANAGER'S/STAFF'S REPORT  
CITY COUNCIL MEETING:**

March 2, 2020

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**ITEM NO:**

1.e.

**SUBJECT:** Consideration and Necessary Action on Resolution Granting Authority to City Manager to Include, Within Established Limits, Provisions for Payment of Severance to City Department Heads Employed by Contract.

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**RECOMMENDATION:** Council to approve Resolution Granting Authority to City Manager to Include, Within Established Limits, Provisions for Payment of Severance to City Department Heads Employed by Contract.

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**DISCUSSION:** As Personnel Officer, the City Manager by City Ordinance (Chapter 8 of Title 1), in addition to applicable provisions of the Government Code, has the authority to hire and fire all employees of the City. Regular or probationary, full-time employees are subject to the City's ordinances and personnel rules and regulations which prescribe when and what form of cause is required for termination, in addition to providing for detailed procedural rights to the employee to challenge any termination. City department heads, and the chief of police are not subject to those rules or ordinances and their employment is at the pleasure of the City Manager. Cause is not required for termination.

Historically in Selma, and in surrounding cities, it has become customary to include a severance provision in employment contracts for department heads, given the at-will nature of their employment. The City Manager has no authority to include a severance payment provision in the contract of any department head. Her authority with respect to including that particular term of employment is constrained by budgetary and/or salary structures adopted by the Council or dictated by an MOU or other agreement. A severance payment would not conform with those constraints. To allow the City Manager to include what is a customary severance payment provision for a City department head, within set parameters, the Council may delegate its authority to establish a severance pay provision in a City department head contract.

The proposed resolution delegates that authority to the City Manager and sets the parameters within which the City Manager may include a severance payment provision; allowing for three months' salary (exclusive of payment of benefits and/or retirement) for all department heads, and, six months severance pay (salary only) for the Chief of Police.

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**RECOMMENDATION:** Council to approve Resolution Granting Authority to City Manager to Include, Within Established Limits, Provisions for Payment of Severance to City Department Heads Employed by Contract.

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/s/

Neal E. Costanzo, City Attorney

02/27/2020

Date

/s/

Teresa Gallavan, City Manager

02/27/2020

Date



**RESOLUTION NO. 2020-\_\_\_\_R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA  
GRANTING AUTHORITY TO CITY MANAGER TO INCLUDE, WITHIN  
ESTABLISHED LIMITS, PROVISIONS FOR PAYMENT OF SEVERANCE  
TO CITY DEPARTMENT HEADS EMPLOYED BY CONTRACT**

**WHEREAS**, the City Manager is designated by the City's Municipal Code as the Personnel Officer having power to appoint, remove, promote, demote, and otherwise effect and dictate the employment status of all employees of the City, with the exception of those appointed by the Mayor or the City Council, all subject to applicable personnel ordinances, rules and regulations; and

**WHEREAS**, department heads are not subject to City personnel ordinances, rules and regulations that are made applicable to regular employees of the City and, instead, serve at the pleasure of the City Manager, typically having the precise terms and conditions of employment dictated by a written agreement; and

**WHEREAS**, the City Manager is authorized to enter into employment agreements with City department heads, but that authority is limited to an agreement that conforms to budgetary or other constraints established by the City Council for that position and the City Manager does not have the statutory or other authority to include in a contract for employment of a department head any provision for the payment of severance upon separation from employment; and

**WHEREAS**, the City Council desires to delegate to the City Manager additional authority to include in any contract employing any department head of the City provisions for severance payment upon separation from employment with the City initiated by the City without cause or reason.

**NOW, THEREFORE**, the City Council resolves as follows:

1. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. The City Manager is authorized to include in any contract for any City department head serving at the pleasure of the City Manager a provision allowing for the payment of severance pay in an amount not to exceed three months' salary for department heads and six months' salary for the Chief of Police. Any such contract shall include appropriate provisions specifying the employment of the City department head is at the pleasure of the City Manager and is terminable at any time for any reason by the City Manager, subject only to the payment of the applicable severance payment. All such contracts shall also include provisions allowing for the termination of employment without the payment of Severance of the department head for any reason that is cause for termination as defined by the agreement. Severance payments under any such agreement shall include salary only and shall not include any other form of benefit payable by the City under the term of the applicable contract, including but not limited to contributions to health and welfare benefit plans or retirement plans.

\*\*\*\*\*

PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City of Selma on this 2<sup>nd</sup> day of March 2020 by the following roll call vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:

\_\_\_\_\_  
Louis Franco, Mayor

ATTEST:

\_\_\_\_\_  
Reyna Rivera, City Clerk



## CHECK REGISTER REPORT 1.f.

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
74344-74347	02/13/2020	Void				
74348	02/13/2020	Printed	AIRGAS USA LLC	OXYGEN CYLINDER RENTAL		113.9:
74349-74350	02/13/2020	Printed	ARAMARK UNIFORM	UNIFORMS/TOWELS/FIRST AID KITS 1/30 & 2/6/20		980.8:
74351	02/13/2020	Printed	LUIS ARANA	LOW ANGLE ROPE RESCUE OP PER DIEM 2/24-2/26/20		105.0:
74352	02/13/2020	Printed	AT&T	TELEPHONE 1/1/20-1/31/20		244.2:
74353	02/13/2020	Printed	AT&T	TELEPHONE 1/4/20-2/3/20		1,382.9:
74354	02/13/2020	Printed	AT&T	TELEPHONE 1/4/20-2/3/20		152.1:
74355	02/13/2020	Printed	AT&T	TELEPHONE 1/4/20-2/3/20		146.3:
74356	02/13/2020	Printed	AT&T MOBILITY	TELEPHONE-MDT'S 1/1-1/31/20		437.5:
74357	02/13/2020	Printed	BANNER PEST CONTROL INC	TREATMENT 2155 FRONT ST		65.0:
74358	02/13/2020	Printed	JAY WESLEY BROCK / TOP DOG TRAINING	MONTHLY K9 MAINTENANCE		180.0:
74359	02/13/2020	Printed	CALIFITNESS INC.	FITNESS EQUIPMENT MAINTENANCE		295.0:
74360	02/13/2020	Printed	CALIFORNIA BUILDING STANDARDS	BUILDING STANDARDS FEE REPORT 10/1/19-12/31/19	R	125.1:
74361	02/13/2020	Printed	CALIFORNIA WATER SERVICE	WATER SERVICE-JANUARY 2020		7,289.4:
74362	02/13/2020	Printed	CALIFORNIA WATER SERVICE CO	NEW PD STATION FIRE PROTECTION, DOMESTIC SERVICE & HYDRANT	PDSA	55,042.3:
74363	02/13/2020	Printed	CHRISTOPHER B CARLSON	PHLEBOTOMY SERVICE 20-0596		50.0:
74364	02/13/2020	Printed	ROD CARSEY	PLAN CHECKS-JANUARY 2020		8,459.9:
74365	02/13/2020	Printed	CASCADE FIRE EQUIPMENT COMPANY	PATCH FOR TURNOUTS		86.9:
74366	02/13/2020	Printed	CENTRAL SANITARY SUPPLY	JANITORIAL SUPPLIES		832.2:
74367	02/13/2020	Printed	CENTRAL VALLEY TOXICOLOGY INC.	DRUG TESTING CS# 19-7698		99.0:
74368	02/13/2020	Printed	CITY OF FRESNO	POST PERISHABLE TRAINING 3/3-3/5/20	R	812.0:
74369	02/13/2020	Printed	CITY OF FRESNO	POST PERISHABLE TRAINING 3/17-3/19/20	R	812.0:
74370	02/13/2020	Printed	CITY OF SANGER FIRE DEPARTMENT	CONSULTING FOR IGT-DEC 19		118.0:
74371	02/13/2020	Printed	COMCAST	INTERNET SERVICE -FEB 2020		821.4:
74372	02/13/2020	Printed	COMCAST	PD TO FCSO -FEB 2020		684.9:
74373	02/13/2020	Printed	CORELOGIC SOLUTIONS LLC	REALQUEST SERVICE-JAN 20		481.2:
74374	02/13/2020	Printed	COUNTY OF FRESNO	RMS/JMS/CAD ACCESS FEES-JAN 20		494.8:
74375	02/13/2020	Printed	DATAPATH LLC	BARRACUDA SUBSCRIPTION & NETCARE/ONSITE SUPPORT-FEB 20		18,978.0:
74376	02/13/2020	Printed	DEPARTMENT OF CONSERVATION	SMIP & SEISMIC FEE REPORT 10/1-12/31/19	R	283.2:
74377	02/13/2020	Printed	DINUBA FIRE DEPARTMENT	FIRE MED ADMIN CHARGES		365.2:
74378	02/13/2020	Printed	LUIS DOMINGUEZ	BUSINESS LIC OVERPAYMENT REIMB		194.0:
74379	02/13/2020	Printed	DURATECH USA, INC.	GETAC	G	5,656.5:
74380	02/13/2020	Printed	DYSON JANZEN ARCHITECTS, INC.	NEW PD STATION AGREEMENT	PDSA	19,762.7:
74381	02/13/2020	Printed	EMPLOYMENT DEVELOPMENT DEPT.	SUI QTRLY PMNT 10/1-12/31/19		3,284.0:
74382	02/13/2020	Printed	CASSY FAIN	INTERNAL AFFAIRS INVESTIGATION COURSE PER DIEM 2/18-2/20/20	R	33.0:
74383	02/13/2020	Printed	FRANCHISE TAX BOARD	CS#550680107		17.0:
74384	02/13/2020	Printed	FRESNO COUNTY FIRE	CHECK ENGINE UNIT#8510		200.0:
74385	02/13/2020	Printed	FRESNO MADERA COUNTIES POLICE	2020 MEMBERSHIP DUES		150.0:
74386	02/13/2020	Printed	FRESNO POLICE DEPARTMENT	CRIME ANALYST (QRT 2)		6,250.0:
74387	02/13/2020	Printed	GCS ENVIRONMENTAL EQUIPMENT	CURTAIN SETS, DUO SKIDS UNIT#1315		2,025.3:
74388	02/13/2020	Printed	JESUS GOMEZ	GYM MEMBERSHIP REIMBURSEMENT		120.8:
74389	02/13/2020	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 1/8/20		915.9:
74390	02/13/2020	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 1/15/20		425.4:
74391	02/13/2020	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 1/22/20		3,290.0:
74392	02/13/2020	Printed	HEALTHEDGE ADMINISTRATORS INC.	ADMINISTRATIVE FEES-FEB 20		802.1:
74393	02/13/2020	Printed	HENRY SCHEIN INC.	MEDICAL SUPPLIES		448.9:
74394	02/13/2020	Printed	HEWLETT-PACKARD FINANCIAL	LEASE FOR SERVERS 2/1-2/29/20		1,347.3:
74395	02/13/2020	Printed	JAMES W INGRAM / INGRAM DIGITAL ELECTRONICS	RESET TRAFFIC ST LIGHTS ON FLORAL AT WALMART		51.0:
74396	02/13/2020	Printed	INTERNATIONAL AIR	BUSINESS LIC OVERPAYMENT REIMB		184.0:
74397	02/13/2020	Printed	J'S COMMUNICATION INC	SERVICE AGREEMENT 2/1-4/30/20		1,838.0:
74398	02/13/2020	Printed	KINGS INDUSTRIAL OCCUPATION	PRE-EMPI OYMENT PHYSICAL S-FD		786.0:



## CHECK REGISTER REPORT

1.f

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
74399	02/13/2020	Printed	L.N. CURTIS & SONS	HURST ANNUAL SERVICE & DRAG STABILIZED 12 GAUGE BAN BAG ROUND		1,722.31
74400	02/13/2020	Printed	LEAGUE OF CALIFORNIA CITIES	MEMBERSHIP MEETING-CM 2/13/20		25.01
74401	02/13/2020	Printed	LEAGUE OF CALIFORNIA CITIES	MEMBERSHIP MEETING-MPT 2/13/20		25.01
74402	02/13/2020	Printed	LEE CENTRAL CALIFORNIA	EMPLOYMENT ADS-EMT, CUP 1702 SECOND, SHOPPING CART ORD.		1,532.21
74403	02/13/2020	Printed	LIBERTY TAX SERVICE	REIMB. FOR CHECK DEPOSITED IN ERROR		639.01
74404	02/13/2020	Printed	LIEBERT, CASSIDY, WHITMORE	LEGAL FEES -DEC 19		5,645.01
74405	02/13/2020	Printed	SERGIO MALDONADO	ICI GANG COURSE PER DIEM 2/24-2/28/20	R	55.01
74406	02/13/2020	Printed	KYLE MCGUIRE	PHLEBOTOMY SERVICE 20-0603		50.01
74407	02/13/2020	Printed	METRO UNIFORM	POLICE & FIRE REVOLVING ACCT	R	547.81
74408	02/13/2020	Printed	MID VALLEY PUBLISHING, INC.	EMPLOYMENT ADS-PARAMEDIC & EMT		67.71
74409	02/13/2020	Printed	NATIONAL DEMOGRAPHICS	DISTRICTING ELECTIONS		33,750.01
74410	02/13/2020	Printed	OFFICE DEPOT, INC.	OFFICE SUPPLIES		367.91
74411	02/13/2020	Printed	PG&E	UTILITIES-JANUARY 2020		306.81
74412	02/13/2020	Printed	PITNEY BOWES INC.	POSTAGE MACHINE INK		122.61
74413	02/13/2020	Printed	PROFESSIONAL PRINT & MAIL, INC	CITY OF SELMA ENVELOPES		275.11
74414	02/13/2020	Printed	QUAD KNOFF, INC.	ON-CALL PLANNING SERVICES 12/1/19-1/25/20		28,667.51
74415	02/13/2020	Printed	DANIEL ANTHONY RIVAS	REIMBURSEMENT FOR OSFM		75.01
74416	02/13/2020	Printed	RIVERSIDE COUNTY SHERIFF	TRAFFIC COLLISION INVESTIGATION COURSE 3/23-3/27/20		244.01
74417	02/13/2020	Printed	ALBERT RODRIGUEZ	EMT RECERT REIMBURSEMENT		82.01
74418	02/13/2020	Printed	SAMPSON, SAMPSON, AND PATTERSON	ACCOUNTING SERVICES-JAN 20		15,000.01
74419	02/13/2020	Printed	SANDERS SCREEN CRAFT AND DIGITAL	INSTALL & DRIVE TIME FOR VEHICLES & REMOVE/INSTALL SLM E-110		640.11
74420	02/13/2020	Printed	SANTANDER LEASING LLC	FIRE TRUCK ANNUAL PAYMENT		59,533.31
74421	02/13/2020	Printed	SELMA DISTRICT CHAMBER OF COMMERCE	3RD QTR DUES FY 19-20		3,800.01
74422	02/13/2020	Printed	SOUTH COUNTY VETERINARY	MONTHLY FREEZER USE-JAN 20		175.01
74423	02/13/2020	Printed	SUN BADGE CO	FIRE REVOLVING ACCT	R	117.01
74424	02/13/2020	Printed	SUN LIFE	EMPLOYEE INSURANCE-FEB 20		1,562.61
74425	02/13/2020	Printed	SUNCREST BANK	KATCH ENVIRONMENTAL RETENTION	PDSB	209,795.91
74426	02/13/2020	Printed	SUPERIOR VISION INSURANCE INC	VISION INSURANCE-FEB 20		4,090.01
74427	02/13/2020	Printed	TAG-AMS, INC.	EMPLOYEE DRUG TESTING		300.01
74428	02/13/2020	Printed	TOWNSEND PUBLIC AFFAIRS, INC.	CONSULTING FEES-FEBRUARY 2020		3,500.01
74429	02/13/2020	Printed	AGNES M. TSUKUDA	AMBULANCE OVERPAYMENT REIMB		150.01
74430	02/13/2020	Printed	TULARE CO JAIL INDUSTRIES	GRAPHICS FOR UNIT# 1007		334.01
74431	02/13/2020	Printed	TYLER TECHNOLOGIES, INC.	EXECUTIME ANNUAL MAINTENANCE AGREEMENT		7,838.91
74432	02/13/2020	Printed	U.S. BANK EQUIPMENT FINANCE	COPY MACHINE LEASES-FEB 20		2,244.91
74433	02/13/2020	Printed	SAMANTHA MOREE VALLES	ZOMBIE PROM PROJECTIONS		200.01
74434	02/13/2020	Printed	VALLEY SHREDDING LLC	DOCUMENT DESTRUCTION SERVICE		60.01
74435	02/13/2020	Printed	VINCENT COMMUNICATIONS INC	RADIOS		14,503.11
74436	02/13/2020	Printed	WASTE MANAGEMENT-USA WASTE	GARBAGE-JANUARY 2020		118,859.51
74437	02/13/2020	Printed	WILLEMS COMMERCIAL PRINTING	PUFFS POSTERS AND POSTCARDS		205.71
74438	02/13/2020	Printed	ROBINA WRIGHT	ANALYSIS 1701 WHITSON		250.01
74439	02/13/2020	Printed	ZUMAR INDUSTRIES, INC.	NO TRUCK PARKING SIGNS		592.01
<b>TOTAL</b>						<b>665,173.91</b>

Grant: G

PD Station Bond: PDSB (458)

PD State Appropriation: PDSA (457)

Reimbursement: R



## CHECK REGISTER REPORT 1.f

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
<b>SUCCESSOR AGENCY</b>						
113	02/13/2020	Printed	STEPHANIE ONTIVEROS	SELMA SUCCESSOR AGENCY REPORTS		500.00
114	02/13/2020	Printed	USDA RURAL DEVELOPMENT	USDA DEVELOPMENT LOAN		66,933.96
115	02/13/2020	Printed	U.S. BANK TRUST, N.A.	SELMA REDEVELOPMENT LOAN		12,650.00
<b>TOTAL</b>						<b>80,083.96</b>

**PAYROLL TRANSACTIONS****CHECK REGISTER**

<b>Date</b>	<b>Check No.</b>	<b>Amount</b>
2/21/2020	115935-115943	\$5,500.74

**Remittance Checks**

<b>Date</b>	<b>Check No.</b>	<b>Amount</b>
2/21/2020	115944-115952	\$25,683.76

**ACH Payment**

<b>Date</b>	<b>Description</b>	<b>Amount</b>
2/21/2020	PR FEB2120	\$176,278.84



**CITY MANAGER'S/STAFF'S REPORT**  
**CITY COUNCIL MEETING:**

March 2, 2020

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**ITEM NO:**

2.

**SUBJECT:** Consideration of an amended 2019/2020 budget, which will allow for the necessary expenditures to move the Fire Department Training Facility

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**RECOMMENDATION:** Staff recommends that Council approve an amended 2019/2020 budget, allowing for expenditures, which will be necessary to move the Fire Department Training Facility.

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**BACKGROUND:** On or about August 29, 2018, Council adopted the Member Services Agreement between the Fresno County Rural Transit Agency (FCRTA) and the City to provide fleet vehicle maintenance services as well as adopted the Resolution approving a purchase and sale agreement and joint escrow instructions, between the Successor Agency to the City of Selma Redevelopment Agency and the Fresno County Rural Transit Agency, for Assessor's Parcel No. 390-190-15S, in the amount of \$150,000.00. As part of that agreement, the City would have to move the Fire Department Training Facility that is currently located on the site. To help facilitate the move, FCRTA has agreed to allocate up to \$100,000.00 to help with the City's costs associated with the move.

**DISCUSSION:** Staff has worked to make arrangements that will allow the project to move forward and relocate the training facility from its existing location to a spot located within the Selma City Yard. The Public Works Department has completed the process of clearing a spot towards the back of the yard where the facility will be located. Staff has identified costs associated with facility relocation and has provided a breakdown below:

Site Prep at City Yard	\$ 67,950.00
Asbestos Inspection of facility	\$ 300.00
Crushed Rock for New Site	\$ 5,000.00
Facility Move	\$ 39,200.00
Move Existing Fencing	\$ 7,063.66
Contingency 15%	\$ 16,867.50
<b>Total Cost</b>	<b>\$137,440.71</b>

FCRTA will be paying for the site prep at the City Yard directly to the contractor performing the work. The remainder of the allocated \$100,000, from FCRTA will be reimbursed to the City after the expenses have occurred. This leaves an outstanding balance of \$37,440.71 that the City will be responsible for. Staff is requesting the approval of an amendment to the fiscal year 2019/2020 budget to fund the remaining balance.

<b><u>COST:</u></b> (Enter cost of item to be purchased)		<b><u>BUDGET IMPACT:</u></b> (Enter amount this non-budgeted item will impact this years' budget – if budgeted, enter NONE).
\$137,440.71		\$37,440.71
<b><u>FUNDING:</u></b> (Enter the funding source for this item – if fund exists, enter the balance in the fund).		<b><u>ON-GOING COST:</u></b> (Enter the amount that will need to be budgeted each year – if one-time cost, enter NONE).
Funding Source: \$100,000.00 FCRTA \$ 37,440.71 Building & Utility  Fund Balance: Building & Utility-\$195,999.31		None


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**RECOMMENDATION:** Staff recommends that Council approve an amended 2019/2020 budget, allowing for expenditures, which will be necessary to move the Fire Department Training Facility.

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 Rob Petersen, Fire Chief

2-26-2020  
 Date

  
 Teresa Gallavan, City Manager

2-26-20  
 Date



**CITY MANAGER'S/STAFF'S REPORT  
CITY COUNCIL MEETING:**

March 2, 2020

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**ITEM NO:** 3.  
**SUBJECT:** Consideration of a legal services agreement with Costanzo & Associates, PC.

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**RECOMMENDATION:** 1) Council discuss and provide direction to Staff regarding the terms of the agreement; and 2) Authorize the Mayor to execute the agreement.

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**DISCUSSION:** At the February 3, 2020 City Council meeting, the City Council discussed a request from Council member Avalos to consider an agreement for legal services with Costanzo and Associates, PC. Staff was directed to bring back to City Council an agenda item with a contract for legal services with Costanzo and Associates, PC. and that the agreement be reviewed by attorneys at Liebert, Cassidy, Whitmore (LCW) prior to Council consideration. LCW has reviewed the agreement and recommended clarifications were agreed to by Costanzo and Associates.

The agreement calls for a \$4,500 monthly retainer to cover General Counsel Services -- work associated with all regular and special Council meetings. Additional services, outlined in the agreement, will be billed at the rate of \$145 per hour for Neal E. Costanzo and \$135 an hour for any other attorney-employee of the corporation. Litigation services would be billed at \$165 an hour for Neal E. Costanzo and \$155 an hour for any other attorney of the corporation.


Costanzo and Associates has been special counsel to the City of Selma for the last 5 1/2 months and average full month billings are \$9,589. Based on that average, it is estimated an annual budget for attorney services with Costanzo and Associates would be \$115,068.

<b><u>COST:</u></b> (Enter cost of item to be purchased in box below)		<b><u>BUDGET IMPACT:</u></b> (Enter amount this non-budgeted item will impact this years' budget in box below – if budgeted, enter NONE).
Estimated at \$9,589 a month (See Contract for Fees and Rates)		
<b><u>FUNDING:</u></b> (Enter the funding source for this item in box below – if fund exists, enter the balance in the fund).		<b><u>ON-GOING COST:</u></b> (Enter the amount that will need to be budgeted each year in box below – if one-time cost, enter NONE).
Funding Source: General Fund Fund Balance: FYE 2019 \$4,566,411		

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**RECOMMENDATION:** 1) Council discuss and provide direction to Staff regarding the terms of the agreement; and 2) Authorize the Mayor to execute the agreement.

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Teresa Gallavan, City Manager

March 2, 2020 Council Packet

  
Date

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## AGREEMENT FOR GENERAL LEGAL SERVICES

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THIS AGREEMENT is entered into by and between the CITY OF SELMA, a general law city (referred to hereinafter as "City"), and the law firm of Costanzo & Associates, a Professional Corporation (referred to hereinafter as "Corporation")

1. Term: The operative date of this Agreement shall be March 2, 2020, even though it may be executed by the parties either before or after that date. This Agreement shall continue in effect unless and until terminated as provided herein or until mutually rescinded.

2. General Counsel Services Under Monthly Retainer: The Corporation shall furnish the following legal services to the City Council and boards of the Successor Agency, Public Finance Authority, Community Enhancement Corporation, and Planning Commission, in exchange for a monthly retainer of Four Thousand Five Hundred Dollars (\$4,500.00) (the "Retainer Services"). The Retainer Services under this Agreement shall consist of the following:

a. Attendance at all City Council regular and special meetings (regular meetings are held the first and third Monday of each month.) including Successor Agency, Public Finance Authority and Community Enhancement Corporation meetings;

b. Attendance at all Planning Commission regular and special meetings; and

c. All preparatory legal work necessary for attendance and effective participation in any of the foregoing meetings including the review of staff reports, resolutions, ordinances, and agenda materials associated with those meetings and routine legal advice, telephone, and personal consultations with City Council and City staff relating to any regular or special meetings.

3. Additional Services. To the extent they do not involve attendance at City Council, Successor Agency, Public Finance Authority, Community Enhancement Corporation, or Planning Commission meetings, or preparatory legal work as described in paragraph 2 of this Agreement related to such meetings, the following are excluded from the Retainer Services and are herein classified as Additional Services:

a. Routine legal advice, telephone and personal consultations with City staff;

b. Assistance in the preparation or preparation of and review of ordinances, resolutions, agreements, contracts, forms, notices, certificates, deeds and other documents required by the City;



- c. Attendance at staff meetings and meetings with City staff as needed;
- d. The rendering of legal advice and opinions concerning legal matters that affect the City;
- e. The handling of City personnel matters (exclusive of litigation), including employee disciplinary and grievance matters; and
- f. Legal work pertaining to property acquisitions, property disposals, public improvements, easement dedications and right-of-way abandonments;
- g. Enforcement of City codes, zoning regulations and building standards through administrative actions;
- h. The monitoring of specific pending and current state and federal legislation and court decisions as requested;
- i. The coordination of outside legal counsel as needed and as directed by the City Council and City Manager;
- j. All litigation, including criminal prosecutions and code enforcement actions, as well as adversarial proceedings, defined as a proceeding in any state or federal court. (It is agreed that, the Corporation has an ethical obligation to refuse to pursue a given litigation matter should the Corporation conclude that it is not in a position to provide adequate legal services to the City in that particular matter, in which case, the Corporation, with the approval of the City Manager, is authorized to refer the handling of such litigation to a different attorney or firm). All matters involving any form of litigation as to which a defense or indemnification is available through the City's Risk Management Authority shall be handled by the attorney or firm selected by the Risk Management Authority and shall not be handled by the Corporation, unless specifically agreed to by the Risk Management Authority, the City Manager and the Corporation. It is further agreed that, in the particular fields of law set forth below, "litigation" shall not, for these purposes, be considered to have begun until:
  - (1) in an eminent domain proceeding, until the adoption by the City of a resolution of necessity; and
  - (2) in a personnel matter, until actual dismissal or imposition of discipline has taken effect; and
  - (3) in a Code enforcement proceeding, until final determination of any administrative proceeding before the City or any City commission or committee.
- k. Revenue raising services involving matters such as municipal bonds, including but not limited to assessment district bonds, certificates of participation or other debt instruments;

l. Legal services where the costs of such are reimbursed to the City by other parties;

m. Additional Services will be undertaken by the Corporation only upon direction from the City Council or City Manager or Department Head, or his or her designee, of City; and

n. The time spent on Additional Services will be separately noted on monthly billings to City in increments of no greater than 1/10 of an hour.

o. All references in this Agreement to Services, whether Additional or Retainer Services, to be performed for or on behalf of the City by the Corporation, shall also mean and refer to services to be performed for the Successor Agency, Public Finance Authority, Community Enhancement Corporation, and Planning Commission.

4. Independent Contractor: The Corporation, and its employees, is an independent contractor and not an employee of the City.

5. Compensation:

a. The Corporation shall be compensated for all services rendered hereunder as follows:

(1) For the Retainer Services at the rate of Four Thousand Five Hundred Dollars (\$4,500.00) per month;

(2) For the Additional Services at the rate of Forty-Five Dollars (\$145.00) per hour for the services of Neal E. Costanzo and One Hundred and Thirty-Five Dollars (\$135.00) for any other attorney-employee of the Corporation, which will be billed in increments of no more than 1/10 of an hour; and

(3) For Additional Services that are defined in paragraph 3(k) (litigation) of this Agreement at the rate of One Hundred Sixty-Five Dollars (\$165.00) per hour for the services of Neal E. Costanzo and One Hundred Fifty-five Dollars (\$155.00) for any other attorney-employee of the Corporation, which will be billed in increments of no more than 1/10 of an hour.

b. The Corporation shall be reimbursed for reasonable out-of-pocket expenses incident to services performed in addition to other payments provided for herein. Such out-of-pocket expenses shall include, but not be limited to:

(1) Document reproduction costs;

(2) Computer-assisted research expenses, not included in Corporation's monthly plan;



- (3) Travel and lodging expenses in the event an employee of the Corporation is required to travel on behalf of the City. Chargeable automobile mileage shall be charged at the rate of \$0.50 per mile for automobile travel. The Corporation shall not bill for travel time to and from City and will not bill for mileage for such travel.

- c. City and Corporation agree that the rates and amounts specified in paragraph 5 may be modified by supplemental, mutual written agreement by the parties hereto from time to time.

6. Statement and Payments:

- a. The Corporation shall present a statement for services rendered and expenses incurred on a monthly basis.

- b. City shall pay the amounts on said statements within thirty (30) days after presentment, or as soon as reasonably possible.

7. Scope of Corporation Retention: City agrees in consideration of the Corporation providing the Services at the rates and amounts set forth in paragraph 5 to engage the services of the Corporation to represent City to supervise, as necessary, all other legal counsel representing City in all litigation and administrative proceedings in which the City is a party, as Bond or Special Counsel involving revenue raising mechanisms utilized by the City, and for all Services which are authorized; except:

- a. The City Council and City Manager shall retain the right to direct any particular legal service to an attorney or law firm other than Corporation;

- b. Legal services are provided by a joint powers agency (including the Risk Management Authority) in which City is a member; and

- c. Any legal representation in which Corporation has a conflict of interest, including but not limited to advice concerning the content of this Agreement or any proposed amendments or substitutions for this Agreement.

8. Indemnity: The Corporation shall indemnify, save harmless and defend City, its elected officials, officers, agents and employees, including the payment by the Corporation for any and all legal costs and attorney's fees, from all liability from loss, damage or injury to persons or property in any manner arising out of or incidental to the negligent performance by Corporation of this Agreement. Pursuant to Section 6147 and Section 6148 of the Business and Professions Code, the Corporation hereby discloses that it maintains errors and omissions insurance coverage applicable to the services to be rendered under this Agreement and the policy limits of that coverage are One Million Dollars (\$1,000,000.00) per occurrence up to a maximum of Three Million Dollars (\$3,000,000.00) per policy term.

9. Termination: This Agreement, and services hereunder, may be terminated by the City Council at any time without notice, without cause, and for any reason. This Agreement may be terminated by the Corporation upon thirty (30) days' written notice provided to City or as mutually agreed in writing. Upon any such termination, the Corporation shall supply orderly transitional services at the hourly rate herein specified.

10. Notices: Notices required pursuant to this Agreement shall be given by personal service upon the party to be notified, or by delivery of same into the custody of the United States Postal Services, or its lawful successor, postage prepaid and addressed as follows:

City: City of Selma  
1710 Tucker Street  
Selma, California 93662

Corporation: Costanzo & Associates  
A Professional Corporation  
575 E. Locust Avenue, Suite 115  
Fresno, California 93720

Service of a notice by personal service shall be deemed to have been given as of the date of such personal service. Notices given by deposit with the United States Postal Service shall be deemed to have been given two (2) consecutive business days following the deposit of the same in the custody of said Postal Service. Either party hereto may, from time to time, by written notice to the other designate a different address or person, which shall be substituted for that above specified.

11. Entire Agreement: This Agreement constitutes the entire agreement of the parties concerning the subject matter hereof and all prior agreements or understandings, oral or written, are hereby merged herein. Except as expressly set forth herein, this Agreement shall not be amended in any way except by a writing expressly purporting to be such an amendment, signed and acknowledged by both of the parties hereto.

12. Interpretation: Should interpretation of this Agreement, or any portion thereof, be necessary, it is deemed that this Agreement was prepared by the parties jointly and equally, and shall not be interpreted against either party on the ground that the party prepared this Agreement or caused it to be prepared. City acknowledges that it has been advised that neither the Corporation nor any other attorney in the employ of the Corporation have represented the City in the negotiation of the terms of this Agreement and that City may retain its own independent counsel to review the terms of this Agreement and advise City with regard thereto.

WHEREFORE, the parties have executed this Agreement as of the dates set forth below opposite the name of each party.

CITY OF SELMA,  
A California General Law City



Dated: \_\_\_\_\_, 2020

By: \_\_\_\_\_  
Louis Franco, Mayor

COSTANZO & ASSOCIATES,  
A Professional Corporation

Dated: \_\_\_\_\_, 2020

By: \_\_\_\_\_  
Neal E. Costanzo, President

ATTEST:

By: \_\_\_\_\_  
City Clerk