



**AGENDA  
ORANGE COVE CITY COUNCIL  
SPECIAL COUNCIL MEETING  
November 18, 2024  
11:00 AM**

City of Orange Cove Council Chambers  
633 6<sup>th</sup> St.  
Orange Cove, CA 93646

**ZOOM Information**

<https://us06web.zoom.us/j/87268105652?pwd=rUbwDkTJ2N8xrlvf2ihy4IEZjjuY.1>

Meeting ID: 872 6810 5652

Passcode: 081089

**1. CALL TO ORDER/WELCOME**

Roll Call

Invocation

Flag Salute (Pledge of Allegiance)

**2. CONFIRMATION OF AGENDA**

**Public comments during regular business items are limited to three minutes per person and fifteen minutes total per item.**

**3. CONSENT CALENDAR**

*(All items listed under the consent calendar category are considered routine. The complete consent calendar will be enacted by one motion by ROLL CALL VOTE. For purposes of discussion, any council member may have an item removed from the consent calendar and made part of the regular agenda. The Council can then approve the remainder of the consent calendar).*

- 3.a. **SUBJECT:** City of Orange Cove Flat Fee Agreement for Professional Legal Services

**RECOMMENDATION:** Approve the First Amendment to the City of Orange Cove Flat Fee Agreement for Professional Services

#### 4. REGULAR BUSINESS

- 4.a. **SUBJECT:** 2024-2028 Memorandum of Understanding Between The City and OCPOA Parra

**RECOMMENDATION:** Staff recommends that City Council approve the new Memorandum of Understanding Between the City and OCPOA for 2024-2028

#### 5. PUBLIC COMMENTS

Notice(s) to the Public: This is the opportunity for any member of the public to address the City Council on any item over which the Council has jurisdiction. No action or discussion will be taken on any item not on the agenda. Issues raised will be referred to the City Manager for review. Members of the public shall limit their remarks to three (3) minutes and no more than 15 minutes per topic.

#### 6. CLOSED SESSION

A closed session is needed to discuss the following matter:

- 6.a. **Conference with Legal Counsel – Anticipated Litigation**  
Significant exposure to litigation pursuant to § 54956.9(b): 1 case

**Public Employment**

- 6.b. Public Employment (§ 54957)  
Title: City Manager

#### 7. ADJOURNMENT

**ADA Notice:** *In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at (559) 626-4488 ext. 213. Notification 48 hours prior to the meeting will enable the city to make arrangements to ensure accessibility to this meeting.*

**Documents:** *Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at the front counter at City Hall, Orange Cove, CA during normal business hours. In addition, most documents are posted on City's website at [cityoforange Cove.com](http://cityoforange Cove.com).*

## **STATEMENT ON RULES OF DECORUM AND ENFORCEMENT**

The Brown Act provides that members of the public have a right to attend public meetings, to provide public comment on action items and under the public forum section of the agenda, and to criticize the policies, procedures, or services of the city or of the acts or omissions of the city council. The Brown Act also provides that the City Council has the right to exclude all persons who willfully cause a disruption of a meeting so that it cannot be conducted in an orderly fashion.

During a meeting of the Orange Cove City Council, there is a need for civility and expedition in the carrying out of public business in order to ensure that the public has a full opportunity to be heard and that the Council has an opportunity to conduct business in an orderly manner. The following is provided to place everyone on notice of the rules of decorum and enforcement.

### **GENERAL RULES OF DECORUM**

While any meeting of the City Council is in session, the following rules of decorum shall be observed:

1. All remarks shall be addressed to the City Council as a whole and not to any single member, unless in response to a question from a member of the City Council.
2. A person who addresses the City Council under public comment for a specific agenda item or under the Public Forum section of the agenda may not engage in speech or conduct (i) which is likely to provoke others to violent or riotous behavior, (ii) which disturbs the peace of the meeting by loud and unreasonable noise, (iii) which is irrelevant or repetitive, or (iv) which disrupts, disturbs, or otherwise impedes the orderly conduct of any City Council meeting.
3. A person, other than members of the Council and the person, who has the floor, shall not be permitted to enter into the discussion unless requested by the mayor to speak.
4. Members of the City Council may not interrupt a person who has the floor and is making public comments. Members of the City Council shall wait until a person completes his or her public comments before asking questions or commenting. The mayor shall then ask Councilmembers if they have comments or questions.
5. No person in the audience at a Council meeting shall engage in disorderly or boisterous conduct, including the utterance of loud, threatening or abusive language, whistling, stamping of feet or other acts which disturb, disrupt or otherwise impede the orderly conduct of any Council meeting.

## **ENFORCEMENT OF DECORUM RULES**

(Resolution No. 2012-16)

While the City Council is in session, all persons must preserve order and decorum. A person who addresses the city council under public comment for a specific agenda item or under the Public Forum section of the agenda may not engage in speech or conduct which is likely to provoke others to violent or riotous behavior, which disturbs the peace of the meeting by loud and unreasonable noise, which is irrelevant or repetitive, or which disrupts, disturbs, or otherwise impedes the orderly conduct of any City Council meeting.

The mayor or other presiding officer shall request that a person who is breaching the rules of decorum cease such conduct. If after receiving such a warning, the person persists in breaching the rules of decorum, the mayor or other presiding officer may order the person to leave the City Council meeting. If such person does not leave, the mayor or presiding officer may request any law enforcement officer who is on duty at the meeting as sergeant-at-arms to remove the person from the Council Chambers. In the event there is no one from law enforcement present, the mayor or presiding officer may direct the City Manager to contact law enforcement.

In accordance with the Point of Order Rule 4.6, the majority of the Council may overrule the mayor if the majority of the Council believes the mayor or other presiding officer is not applying the rules of decorum appropriately.

**FIRST AMENDMENT TO FLAT FEE AGREEMENT FOR  
PROFESSIONAL LEGAL SERVICES**

This First Amendment to Professional Legal Services Agreement is made on this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Orange Cove (hereinafter "City") and Griswold, LaSalle, Cobb, Dowd & Gin, LLP (hereinafter "Contractor"), with respect to that Professional Legal Services Agreement ("Agreement") attached hereto as Exhibit 1, effective on April 1, 2022. City and Contractor are collectively referred to herein as the "Parties" and singularly as a "Party."

For valuable consideration, the receipt of which is hereby acknowledged, the Parties amend the Agreement as follows:

1. The fees for Included Services will be billed at a flat rate of eleven thousand dollars (\$11,000.00) per month beginning on the effect date of this Amendment.
2. All terms and conditions of the Agreement not otherwise amended herein shall remain in full force and effect.

City of Orange Cove  By: _____ Diana Guerra Silva Mayor	Griswold, LaSalle, Cobb, Dowd & Gin, LLP  By: _____ Mario U. Zamora
ATTEST:  By: _____ Cynthia Cisneros City Clerk	

**CITY OF ORANGE COVE**

**FLAT FEE AGREEMENT FOR PROFESSIONAL LEGAL SERVICES**

THIS AGREEMENT is made effective as of the 1st day of April, 2022, by and between City of Orange Cove (hereinafter "City") and Griswold, LaSalle, Cobb, Dowd & Gin, LLP (hereinafter "Contractor") for legal services to be provided as the Orange Cove City Attorney.

**RECITALS**

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

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

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

**1. Recitals.**

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

**2. Scope of Services**

The Contractor shall provide legal services as requested by the City and will keep City informed of significant developments in those matters. All of the services to be provided by Contractor to City under this Agreement shall be labeled for billing purposes as "Included Services" and "Not Included Services." Both the Included Services and the Not Included Services shall sometimes be collectively referred to herein as "Services." The Included Services shall generally include legal issues surrounding those activities listed in Exhibit "A" attached hereto and made a part hereof.

The Not Included Services shall include those activities listed in Exhibit "B" attached hereto and made a part hereof. As part of the Included Services, Contractor will attend all meetings as required or needed.

The parties agree that they will discuss any services that do not specifically fall into either category to determine whether the service in question should fall inside the flat fee amount.

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

The primary Attorney providing Services for the City shall be Megan Dodd. Assisting Ms. Dodd on City matters is Attorney Mario Zamora.

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

### **3. Compensation**

Fees for Included Services will be billed at a flat fee of six thousand dollars (\$6,000) per month and Not Included Services will be billed at Contractor's hourly rates in addition to the flat fee. Hourly rates for the Not Included Services range from two hundred and five dollars to three hundred dollars (\$205 - \$300/hour) depending on the attorney, one hundred fifty per hour (\$150/hour) for paraprofessionals and seventy-five dollars per hour (\$75/hour) for clerical staff. All hourly rates are subject to change, however the flat fee shall remain the same unless changed by agreement or by inflation as described below.

Each invoice, whether for Included Services or Not Included Services, shall include a description of services rendered, to whom so rendered, date of service and the charges according to the agreed upon method. Accounts will be payable by check and will be due by the 20th of every month.

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

The flat rate shall increase by three percent (3%) at the beginning of each fiscal year to account for inflation, beginning in June 2023.

### **4. Modification and Termination Without Cause**

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

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

### **5. Warranty**

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

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

#### **6. Independent Contractor**

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

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

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

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

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

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

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

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



## **7. Responsibilities of Contractor**

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

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

## **8. Indemnification.**

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

## **9. Insurance**

Contractor agrees to carry errors and omissions insurance that provides not less than \$1,000,000.00 in coverage per claim, and aggregate coverage of not less than \$1,000,000.00.

Contractor and/or its attorneys shall carry Auto Liability in the amount of \$1,000,000.00 combined single limit (CSL) per accident.

Contractor agrees to carry workers' compensation and employer's liability insurance in accordance with the California Labor Code and employer's liability limits as required by law. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, and agents for losses arising from work performance by the Contractor for the City.

## **10. Drug Free Workplace**

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

## **11. Nondiscrimination**

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

Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising,

layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

**12. Subcontractor and Assignment.**

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

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

**13. Notice**

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

**City:**  
Interim City Manager  
City of Orange Cove  
633 Sixth Street  
Orange Cove, CA 93646

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

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

**14. Choice of Law**

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

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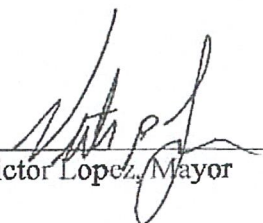
**15. Severability**

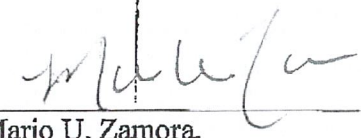
If any of the provisions of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

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

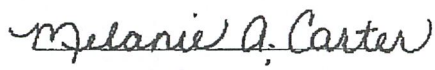
CITY OF ORANGE COVE

GRISWOLD, LASALLE, COBB, DOWD &  
GIN, LLP

By:   
Victor Lopez, Mayor

By:   
Mario U. Zamora,  
Managing Partner

ATTEST:

  
City Clerk/Acting

## **Exhibit "A"**

### **Included Services**

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

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

## **Exhibit "B"**

### **Not Included Services**

1. All litigation handled by our office
2. Environmental or real estate transactions (above and beyond normal review of items stated in Exhibit "A")
3. Election and Redistricting related legal services
4. Cannabis related issues
5. Cybersecurity/ IT related issues
6. Any other irregular legal services as shall be designated by the City Manager

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

4.a.

For the Meeting of November 18, 2024



# CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

**To:** Orange Cove City Council

**From:** Megan Crouch, City Attorney

**Subject:** 2024-2028 Memorandum of Understanding Between the City and OCPOA

**Attachments:** Memorandum of Understanding

**RECOMMENDATION:**

Staff recommends that City Council approve the new Memorandum of Understanding Between the City and OCPOA for 2024-2028.

**BACKGROUND:**

The City has been negotiating with OCPOA and came to an agreement on a new Memorandum of Understanding (MOU). This new MOU will allow for officer retention and recruitment, which the City has struggled with as of recent.

If the new MOU is approved it will provide an immediate 7% wage increase. It also provides additional incentive pay starting in July of 2025. Lastly, OCPOA will receive a 2% COLA in fiscal year 2026-2027 and a 2% COLA in fiscal year 2027-2028. This means that the City will not need to renegotiate an MOU with OCPOA until the year 2028.

**FISCAL IMPACT:**

Prepared by: City Attorney \_\_\_\_\_

Approved by: Megan Crouch \_\_\_\_\_

REVIEW: City Manager: \_\_\_\_\_

Finance: \_\_\_\_\_

City Attorney: \_\_\_\_\_

TYPE OF ITEM:	COUNCIL ACTION:	APPROVED	DENIED	NO ACTION
_____ Consent				_____ Public Hearing
_____ Info Item				_____ Matter Initiated by a Council Member
<u>X</u> Action Item				_____ Other
_____ Department Report				_____ Continued to: _____
_____ Redevelopment Agency				

Increased expenditures on wages

**CONFLICT OF INTEREST:**

None.

**MEMORANDUM OF UNDERSTANDING (“MOU” or “Agreement”)  
BETWEEN CITY OF ORANGE COVE (“City”) AND CITY OF ORANGE COVE  
PEACE OFFICERS ASSOCIATION (“OCPOA” or “Association”) BARGAINING UNIT**

WHEREAS, the City and OCPOA desire to continue promoting systematic and coordinated administration of employee relations between the City and its employees and of protecting the public interest by assuring the orderly and uninterrupted operations and services of City government, both parties agree to enter into this MOU.

In all matters of employee relations referenced in this document and other personnel matters, employees of the Peace Officers Association are exclusively represented by the OCPOA.

**ARTICLE 1 – TERM**

A. This Agreement shall define the terms of employment between the City and the OCPOA and shall be effective upon ratification by OCPOA members and adoption by the City Council and shall remain in effect until June 30, 2028.

**ARTICLE II – GOVERNING LAWS**

A. The legal relationship between the City, and the employees shall be governed by the following:

1. California Government Code section 3500 et seq. (Meyers-Milias -Brown Act).
2. City Of Orange Cove Personnel Rules for the City Personnel System (“Personnel Rules”).
3. Provisions of the Fair Labor Standards Act.

B. Employees shall be governed by all existing ordinances and resolutions of the City except as specifically modified by this Agreement. However, if the Personnel Rules conflict with this Agreement, this Agreement shall prevail,

**ARTICLE III - CITY RIGHTS**

Nothing here in this Agreement shall be construed to restrict any legal or inherent exclusive rights of the City with respect to matters of general legislative or managerial policy, which include, but are not limited to the following:

- A. The exclusive right to determination the mission of its constituents, departments, commissions and boards.
- B. Set standards of service or determine the procedures and standards of selection for employment.
- C. Direct its employees and the work of its employees.



- D. Terminate and discipline employees in a lawful manner at the discretion of the City Manager pursuant to the rules of the Personnel Rules.
- E. Relieve or layoff its employees from duty because of lack of work, inclement weather conditions, or for other reasons within the discretion of the City Council.
- F. Maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted.
- G. Take all necessary action to carry out its mission in emergencies and exercise complete control and discretion over its organization and the technology of performing its work.
- H. Hire, promote, demote, transfer, assign, and classify employees within the City and Police Departments established personnel guidelines and determine the content or classification and job titles.
- I. Take action as may be necessary to carry out the mission of the agency in emergencies.
- J. Determine the methods, means and personnel by which operations are to be carried on.
- K. Determine its budget, organization merits, and level of any activity or service provided to the public.
- L. The City reserves the right and authority to adopt rules and regulations not inconsistent with law which shall be applicable to any and all departments of the City in establishing and enforcing the employee relations program provided for herein.

#### **ARTICLE IV - EMPLOYEE RIGHTS**

- A. **Right to Join, Form, Participate:** As provided for by Government Code section 3500 et seq., employees shall have the right to form, join and participate in the activities of employee organizations of their choosing for the purpose of representation on all matters of employee relations, as well as the right to refuse to join or participate in the activities of employee organizations, and shall have the right to represent themselves individually in their employment relations with the City, as provided by law.
- B. **Right of Representation:** Any employee shall have the right to be represented in his or her employment relations with the City, as well as the right to appear on his or her own behalf in his or her employee relations with the City.
- C. **Scope of Representation:** The scope of representation shall include matters relating to employment conditions including, but not limited to, wages, hours, and other terms and conditions of employment, except that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by the City or any accommodation for an individual protected under the Americans with Disabilities Act, when such accommodations are in compliance with City's Disability Discrimination Policy and Complaint Procedure.
- D. **Discrimination by City:** The City agrees not to interfere with or discriminate in any way against any employee by reason of his or her membership in employee association activities. The City agrees not

to intimidate any employee, not to attempt to restrain any employee, nor in any way to limit the full and free expression of any employee's right to participate in lawful activities.

E. Discrimination by Employees: Employees shall not interfere with, intimidate or discriminate in any manner against any employee by reason of his or her choice not to belong or be a member of any Association or partake in the activities thereof

F. The provisions of this Agreement shall be applied equally to all employees without favor or discrimination because of legally protected categories including but not limited to race, color, sex, age, national origin, or political or religious opinions or affiliations.

G. At Will Employees Only: All employees shall be hired or terminated at the direction of the City Manager pursuant to the rules of the personnel system. Nothing in this Agreement shall be construed to infer that any City employee has any tenure or vested rights to employment with the City.

H. Other Employees - Part-time, temporary, seasonal, provisional or special circumstance employees are excluded from this Agreement.

#### **ARTICLE V – ASSOCIATION RECOGNITION**

A. Association Recognition: The City acknowledges OCPOA as the exclusive recognized employee organization representing City Of Orange Cove Peace Officers Association Bargaining Unit as defined in the Personnel Rules.

B. Meet and Confer.

1. The City and the Association mutually agree to meet and confer in good faith promptly upon the request of one another, and mutually agree to continue to meet and confer in good faith for a reasonable time in order to exchange freely information, opinions and proposals and to endeavor to reach a successor Agreement on matters within the scope of representation at least one week prior to the last regular Council meeting at which the City's budget must be adopted for the ensuing fiscal year.

2. Accommodations made on an individual basis in order to comply with the Americans with Disabilities Act shall not be subject to this meet and confer requirement.

C. Association Representative and Officers: The City and the Association recognize and agree to deal with one another's accredited officers and representatives in matters relating to grievances and the interpretation of this MOU.

D. Unit Description: OCPOA shall consist of the following classifications: Police Sergeant, Corporal, Police Officer, Police Records Manager, Animal Control, and Code Enforcement.

E. Payroll Deduction: The City shall allow payroll deductions on behalf of the OCPOA to be made in accordance with City guidelines.

#### **VI – WORK PERIODS, OVERTIME, AND WORK SCHEDULE**

A. Work Period: For sworn members of the Police Department the work period shall be defined as 86 hours of work in a fourteen calendar day period, but subject to call at any time.

B. Schedules: The City Manager or Police Chief may alter or arrange the schedule of employees' hours to fit the needs of the Police Department, allowing or requiring employees to work more or less hours than theretofore enumerated.

C. Overtime: For sworn members of the Police Department overtime is defined as assigned and authorized hours actually worked in excess of 86 in a fourteen day work period. For purposes of calculating overtime, time during which an employee does not actually work shall not be considered. Employees who are required to work overtime shall be compensated at time and one half their base salaries (as defined by the Fair Labor Standards Act) as either compensatory time or paid time at the employee's discretion per the guidelines established under the Personnel Rules. The request for paid time must be made during the work period that the overtime is earned.

D. Authorization: All overtime shall be reviewed by the Police Chief prior to any work. The City Manager may review overtime prior to disbursement.

E. Compensatory Time - Compensatory time carried over from one fiscal year to the next shall not exceed 80 hours. Employees (including Sergeants) planning to use compensatory time will provide the City with five (5) working days' the written notice and said request will be approved if desired-staffing levels are able to be maintained. Employees with more than 80 hours compensatory time on the books at the time of this agreement may not earn additional compensatory time; all circumstances which previously would have resulted in additional compensatory time will be compensated as overtime pursuant to this agreement.

1. Any Member who accrues the maximum of 80 hours of compensatory time, and who is unable to use the compensatory time because shift coverage is unavailable, or the OCPOA member is needed for work, may be allowed to cash out up to one half of his/her compensatory time, upon approval by the Police Chief.

F. Work Period Non Sworn Personnel. The regular work week is defined as 40 hours of work during a calendar week, but subject to call at anytime. Work periods are defined as 80 hours of work in a fourteen (14) calendar day period. For purposes of calculating overtime, time during which an employee does not actually work shall not be considered.

All overtime shall be reviewed by the Police Chief prior to any work. The City Manager may review overtime prior to disbursement.

G. Call-out and Standby Pay. Any employee placed on court standby in connection with their official duties on his or her day(s) off shall receive a minimum of two hours pay at a rate equivalent to one and one-half times the straight time hourly rate, and shall receive pay for the actual amount of time spent in court at a rate equivalent to one and one-half times the straight time hourly rate, whichever is greater. Officers on court standby, if issued a pager, will be required to carry such while on standby. When contacted, the officer will respond to court within the time frame specified by Department policy. The Chief of Police may develop other reasonable procedures.

H. Any employee who is recalled to work one (1) hour after the conclusion of, or prior to, his or her normal shift is entitled to compensation at one and one-half times his or her normal hourly rate, at a minimum of two hours or actual time worked, whichever is greater. This minimum applies only to call back.

I. For Sworn Members of the Police Department, the work period shall be defined as 84 hours of work in a fourteen calendar day period, but subject to call at any time.

## VII – EMPLOYEE BENEFITS

A. Uniform Allowance and/or Uniform Provision: Regular full-time, sworn employees of the Police Department shall receive a uniform allowance of \$900 per year.

B. Mileage. Prior to using his/her privately owned automobile, employees must attempt to and use a City vehicle if available. In the event an employee shall occasionally use his or her privately owned automobile for City business during the course of their employment, and meet the minimum requirements established in the City, said employee shall be compensated at the rate established by City per IRS standards cents per mile; provided that no City employee shall use his or her privately owned automobile for City business during the course of their employment without prior approval of the Chief of Police or City Manager. The employee must demonstrate proof of auto liability insurance prior to such approval.

C. Education Reimbursement. Any employee desiring special training within his City vocation may be reimbursed for partial tuition expense thereof, provided that said employee shall receive the prior recommendation of the Police Chief and approval of the City Manager and shall complete the training course with a minimum grade of "C" or its equivalent. Any veteran's allowance or other education benefit payable to said employee with respect thereto shall be deducted from this reimbursement. In the event any employee receiving such reimbursement resigns his/her position, all reimbursement for tuition expenses paid to said employee within the past 12 months shall be returned to the City.

D. Holidays. See Personnel Rules Section 10.02.

E. Vacation. See Personnel Rules Section 10.01.

1. In lieu of the maximum vacation accrual provisions set forth in Section 10.01B of the City's Personnel Rules, in the event an OCPOA member accrues the maximum amounts of the his/her anniversary date, and the OCPOA member is unable to take vacation time because shift coverage is unavailable, or the OCPOA member is needed for work, the OCPOA member may be allowed to cash out to one half of his/her accrued vacation, upon approval by the Police Chief.

F. Sick Leave. See Personnel Rules 10.03.

G. Health and Welfare: The City Council shall determine the group health and life insurance provider. The City will continue its medical, dental and vision plans in effect. Employees covered by the medical program, including spouse and/or dependents, will pay the costs outlined in the proposed HMO plan, including co-pay of Thirty Dollars (\$30.00). The PPO plan will remain the same. After the contract is

in place, the City and OCPOA will look at alternative plans and ways to effectively provide health and welfare benefits to the employees.

1. Effective July 1, 2015, with proof of other insurance, the City shall contribute three hundred dollars (\$300) per month for each employee not enrolled in the City's Health and Welfare Plan. The City contribution shall not exceed the health premium the employee is paying with a maximum of three hundred dollars (\$300).  
Eligible employees (i.e. with proof of other insurance) may continue this benefit as long as the employee continues to be employed with the City and does not discontinue enrollment in the benefits.

All employee receiving the opt out benefit of up to three hundred dollars (\$300) will be required to submit proof of other insurance to the City on an annual basis and must notify the City if that insurance is discontinued for any reason. Proof of insurance will be shown by a group health insurance employee benefits card.

Employee wishing to re-enroll in the City Plan may do so during the City's open enrollment of if there is a change in the spousal Plan (i.e. plan is discontinued or spouse is terminated)

H. Group Life Insurance Benefits. The City will provide each fulltime employee with Fifty Thousand Dollars (\$50,000.00) of term insurance with accidental death and dismemberment coverage at no cost to the employee. Employees may also, through this plan, purchase additional coverage at the group rate.

City will continue the existing Long-Term Disability program, for sworn employees.

I. Bereavement Leave. See Personnel Rules section 10.04.

J. Retirement. The City shall maintain in effect for all current sworn bargaining unit members the Public Employees' Retirement System (PERS) 2% at 50 Plan. As soon as allowed by PERS, employees shall pay 5% towards the employee contribution of the PERS cost formula. Final compensations for PERS retirement purposes will be calculated and based on a 3-year average of employees' salaries.

1. The Members of OCPOA agree pay the employee full portion in regards to contributions to CALPERS.

#### **ARTICLE VIII – SALARIES**

From the date of approval of this MOU, every OCPOA employee will receive a salary increase of 7%. Additionally, from the date of approval of this MOU every OCPOA employee will receive a night differential of 2.5%.

Effective July 1, 2025, OCPOA employees will receive the following pay increases and incentives:

- A. Longevity Pay: OCPOA employees who have worked for Orange Cove Police Department for 5 consecutive years full-time will be entitled to a 2.5% pay increase.

- B. Certificate Pay: Those who complete POST Intermediate or above will be entitled to a 2.5% pay increase.
- C. Education Pay: Those who complete an associate's degree will be entitled to a 2.5% pay increase. Those who complete a bachelor's degree will be entitled to a 5% pay increase. If an employee has both an associate's and a bachelor's degree, it will be only be entitled to one 5% increase. An employee will only get a pay increase for one degree total.
- D. City-Issued Cell Phones: The City will provide cell phones for each employee during his or her shift.
- E. Terms Applicable to All Pay Increases and Incentives Listed Above:
  - a. Employee can only receive a total of 5% in pay increases (and 7.5% if the employee possesses a bachelor's degree), regardless of how many of the above are applicable to said employee. For example, if an employee has been with Orange Cove for eleven years and has a POST intermediate certificate and an associate's degree, that employee will only be entitled to a 5% pay increase, not a 7.5% increase.

For fiscal year 2026-2027, OCPOA employees will receive a 2% cost of living increase.

For fiscal year 2027-2028, OCPOA employees will receive a 2% cost of living increase.

#### **ARTICLE IX – RANDOM DRUG TESTING**

All sworn personnel including reserves are subject to random drug test. The specific standards and policy will be prepared by the City and discussed with OCPOA within 60 days of ratification and approval of this Agreement and will be effective immediately thereafter.

#### **ARTICLE X – PHYSICAL FITNESS TESTING**

All sworn personnel are required to complete physical fitness tests at the direction of the Chief of Police.

#### **ARTICLE XI – GENERAL PROVISIONS**

- A. Nothing in this Agreement shall abrogate any portion of any existing Agreement hiring or appointing or establishing conditions of employment for the employees of the City Of Orange Cove. However, when in conflict, this Agreement supersedes the City's Personnel Rules.
- B. Nothing in this Agreement shall be construed to deny any person or employee the rights granted by Federal and State law and/or City ordinances. The provisions of this Agreement shall be subject to all current and future applicable Federal and State laws and existing City ordinances, rules and regulations.
- C. The rights, powers and authority of the City Council in all matters, including the right to maintain any legal action, shall not be modified or restricted by this Agreement.

#### **ARTICLE XII – SEPARABILITY**

If any provision of this Agreement, or the application of such provisions to any person or circumstance, shall be held invalid, the remainder of this Agreement or the application of such provision to person or circumstances other than those as to which it is held invalid, shall not be affected thereby.

**ARTICLE XIII – PRIOR ACTIONS SUPERSEDED**

This Agreement is intended as an MOU setting forth the full and entire agreement of the City and its employees regarding the matters covered hereby. All other prior enactments and agreements relating to the subject matter hereof are superseded and terminated in their entirety.

**ARTICLE XIV – MODIFICATION**

During the life of this MOU, should either party desire to modify its terms, such party shall request in writing to meet and confer on the item, which shall be specified in writing. Meeting and conferring shall not be required on any matter preempted or specifically provided for by state or federal law, including, without limitation, the Americans with Disabilities Act. No changes in this Agreement shall be made without the mutual consent of both the Association and the City, and any such changes shall be in writing and signed by both parties.

**IN WITNESS WHERE OF, the parties hereto set their hands this \_\_\_\_\_ day  
of \_\_\_\_\_, 2024.**

**FOR THE ORANGE COVE PEACE  
OFFICERS ASSOCIATION  
BARGAINING UNIT**

**FOR THE CITY:**

\_\_\_\_\_  
**JESUS RIVERA, PRESIDENT  
OCPOA**

\_\_\_\_\_  
**DANIEL PARRA  
CITY MANAGER**

46129.1 OR010-004

## Orange Cove Police Dept

**DRAFT**

JOB TITLE	A	B	C	D	E
<b>CODE ENFORCEMENT OFFICER</b>					
		7.00%	7.00%	7.00%	7.00%
HOURLY RATE	26.04	27.86	29.81	31.90	34.13
MONTHLY RATE	4,739.28	5,071.03	5,426.00	5,805.82	6,212.23
ANNUAL RATE	56,871.36	60,852.36	65,112.02	69,669.86	74,546.75
	<i>Based on 2,184 annual hours</i>				
<b>POLICE OFFICER</b>					
HOURLY RATE	26.04	27.86	29.81	31.90	34.13
MONTHLY RATE	4,739.28	5,071.03	5,426.00	5,805.82	6,212.23
ANNUAL RATE	56,871.36	60,852.36	65,112.02	69,669.86	74,546.75
	<i>Based on 2,184 annual hours</i>				
<b>CORPORAL</b>					
HOURLY RATE	32.37	34.64	37.06	39.65	42.43
MONTHLY RATE	5,891.34	6,303.73	6,745.00	7,217.14	7,722.34
ANNUAL RATE	70,696.08	75,644.81	80,939.94	86,605.74	92,668.14
	<i>Based on 2,184 annual hours</i>				
<b>SERGEANT</b>					
HOURLY RATE	35.74	38.24	40.92	43.78	46.85
MONTHLY RATE	6,504.68	6,960.01	7,447.21	7,968.51	8,526.31
ANNUAL RATE	78,056.16	83,520.09	89,366.50	95,622.15	102,315.70
	<i>Based on 2,184 annual hours</i>				
<b>LIEUTENANT</b>					
HOURLY RATE	42.16	45.11	48.27	51.65	55.26
MONTHLY RATE	7,673.12	8,210.24	8,784.96	9,399.90	10,057.90
ANNUAL RATE	92,077.44	98,522.86	105,419.46	112,798.82	120,694.74
	<i>Based on 2,184 annual hours</i>				
<b>ANIMAL CONTROL</b>					
HOURLY RATE	18.41	19.70	21.08	22.55	24.13
MONTHLY RATE	3,191.07	3,414.44	3,653.45	3,909.19	4,182.84
ANNUAL RATE	38,292.80	40,973.30	43,841.43	46,910.33	50,194.05