

201 North Lassen Street Willows, CA 95988 (530) 934-7041

Willows City Council Regular Meeting

November 22, 2022 Willows City Hall 6:00 PM – Regular Session

Agenda

City Council
Larry Domenighini, Mayor
Gary Hansen, Vice Mayor
Jeff Williams, Council Member
Robert Griffith, Council Member
Vacant, Council Member

City Manager Marti Brown

<u>City Clerk</u> Louis Ósémwegie

- 1. CALL TO ORDER
- 2. PLEDGE OF ALLEGIANCE
- 3. ROLL CALL
- 4. CHANGES TO THE AGENDA

5. PUBLIC COMMENT & CONSENT CALENDAR FORUM

All matters on the Consent Calendar are considered routine and are approved by one motion and vote, unless Councilmembers or the City Manager first requests that a matter be removed for separate discussion and action. Individuals wishing to address the City Council concerning Consent Calendar items or regarding matters that are not already on the agenda are invited to make oral comments of up to three minutes at this time. Please address your comments to the Mayor and Councilmembers, and not to staff and/or the audience. By State law, the Council is not permitted to undertake any action or discussion on any item not appearing on the posted agenda. If you have any documentation that you would like distributed to the City Council, please mail it to the City Clerk at 201 North Lassen Street, Willows, CA 95988 or email it to: losemwegie@cityofwillows.org

a. Register Approval

Recommended Action: Approve general checking, payroll, and direct deposit check registers. Contact: Marti Brown, City Manager, mbrown@cityofwillows.org

b. Minutes Approval

Recommended Action: Approve minutes of the November 8, 2022, City Council meeting. Contact: Louis Osemwegie, City Clerk, losemwegie@cityofwillows.org.

c. Building Forward: Library Infrastructure Grant Resolution

Recommended Action: Adopt the Building Forward: Library Infrastructure Grant Resolution so that the city may accept the State's \$49,200 awarded grant for infrastructure improvements. Contact: Jody Meza, Willows Library Director, jmeza@cityofwillows.org

6. **DISCUSSION & ACTION CALENDAR**

All matters in this section of the Agenda are discussed and will be acted on individually. Individuals wishing to

address the City Council concerning any of these items are invited to make oral comments of up to three minutes at this time. Please address your comments to the Mayor and Councilmembers, and not to staff and/or the audience. When the Mayor calls for public comment, please raise your hand to be acknowledged. While not required, the City requests that you please state your name clearly for the audio recording. By State law, the Council is not permitted to undertake any action or discussion on any item not appearing on the posted agenda. If you have any documentation that you would like distributed to the City Council, please mail it to the City Clerk at 201 North Lassen Street, Willows, CA 95988 or email it to: losemwegie@cityofwillows.org.

a. One-Year Contract Extension with County of Glenn for Law Enforcement Services

Recommended Action: Authorize the City Manager to execute a one-year contract extension with the County of Glenn for Law Enforcement and Animal Control Services in an amount notto-exceed \$1,574,756.41.

Contact: Marti Brown, City Manager, mbrown@cityofwillows.org

b. Updated Salary Schedule for All Authorized Full-Time Job Classifications

Recommended Action: Adopt the updated salary schedules for all authorized full-time job classifications (Exhibits A).

Contact: Marti Brown, City Manager, mbrown@cityofwillows.org

7. COMMENTS & REPORTS

- a. City Council Comments & Reports
- b. City Manager's Report

8. ADJOURNMENT

This agenda was posted on November 18, 2022.

Louis Ósémwegie, City Clerk

A complete agenda packet, including staff reports and back-up information, is available for public inspection during normal work hours at City Hall or the Willows Public Library at 201 North Lassen Street in Willows or on the City's website at www.cityofwillows.org.

In compliance with the Americans with Disabilities Act, the City of Willows will make available to members of the public any special assistance necessary to participate in this meeting. If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132). The public should contact the City Clerk's office at 934-7041 to make such a request. Notification 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

The City of Willows is an Equal Opportunity Provider.



PUBLIC COMMENT & CONSENT CALENDAR FORUM



PERIOD

11/08/2022	TO	11/15/2022

Payroll Direct Deposit	Z46109	то	Z46146
General Checking	40468	то	40479
APPROVAL DATE	1:	1/22/2022	
APPROVED			

CITY OF WILLOWS Check Register

REPORT:: 11/08/22 RUN...: 11/08/22 Time: 11:09 Run By.: Katie Butler

PAGE: 001 ID #: PRCR CTL.: WIL

Check Number	Date	Payroll Date	**E		Actual Period		Gross Amount	Tax - Amount		uction	Check	25
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40468	11/10/22	11/06/22	BEA00	BEATTY, RYAN	11-22	05-23	112.50					
				JIMENEZ, ALEJANDRO	11-22	05-23	112.50					
				RUIZ , DAFNEE	11-22	05-23	112.50			Ť.		
				DOMENIGHINI, LARRY A	11-22	05-23	250.00					
				GRIFFITH, ROBERT	11-22	05-23	250.00					
				HANSEN, GARY L	11-22	05-23	250.00					
				WILLIAMS, JEFF	11-22	05-23	250.00					
				Brown, Martha	11-22		5955.77					
				Burt, Kellie D	11-22		50.00					
				BUTLER, KATIE LEEANN	11-22		2114.00					
				FAHEY, LORI	11-22		2708.49					
	*.	1. 1.		OSEMWEGIE, LOUIS	11-22		1350.00					
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				THRALKILL, ROSE MARIE	11-22		50.00					
				WOODS, CANDIS K	11-22		50.00					
				PIATT, JAMES PATRICK	11-22		2403.85					
				RUSTENHOVEN, TARA L	11-22		2501.98					
246123	11/10/22	11/06/22	AREOO	Arellanes, Ashley Marie	11-22	05-23	653.98					
				BRIONES, BRENDA VALENZU			256,00					
				EHORN, CAITLIN A	11-22		1372.92					
				SPENCE, KYLIEGH C	11-22		544.00					
				Vargas, Giovani	11-22		592.00					
				BARAJAS , JOSE	11-22		128.00					
				BOBADILLA, PEDRO D	11-22		50.00					
	'. '.	1. 1.		Flowerdew, Nick	11-22		56.25					
				GARCIA, DAVID	11-22		101.25					
				GUTIERREZ, RICARDO	11-22		105.00					
				HERNANDEZ-SE, RICARDO	11-22		112.50					
					11-22		996.25					
				ABOLD, STEVEN B	11-22		2093.18					
				Cazares, Benjamin L.	11-22		1967.45					
				SENGMANY, SITXAY	11-22		640.00					
					11-22		2620.03					
				ENOS, KYLE	11-22		2750.96					
				Hutson, Evan C	11-22		854.88					
				LOMBARD, TYLER JOSEPH	11-22		2582.09					
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CITY OF WILLOWS

REPORT: 11/08/22 RUN ON: 11/08/22 Time: 14:29 RUN BY: Katie Butler

Vendor Check Register Print

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Number	Date	Vendor/Organization	Invoice Id	Date	Description/Reference	Period	Amount	Amount Paid	
40471	11/08/22	AFL02 AFLAC WAGE WORKS	77-111111	11/00/00		@			
			C21108		AFLAC DEPENT PRETAX	11-22	41.67	41.67	
40472	11/08/22	EDD01 EMPLOYMENT DEVELOP.DEPT. S	C21108	11/08/22	STATE INCOME TAX	11-22	1211.02	1211.02	
40473	11/08/22	EDD02 EMPLOYMENT DEVELOPMENT DEP	C21108	11/08/22	SDI	11-22	516.32		
40474	11/08/22	ICM01 ICMA RETIREMENT TRUST 457	C21108	11/08/22	DEFERRED COMP - ICMA	11-22		200.00	
404.75	11/08/22	NATOO NATIONWIDE RETIREMENT SOLU	C21108		USCM DEF. COMP. NAT	11-22		200.00	
40475	11/08/22	NATOO NATIONWIDE RETIREMENT SOLU	1C21108		USCM DEF. COMP. MTCH				
						11-22		1883.85	
		PER01 P.E.R.S.	C21108		PERS PAYROLL REMITTANCE	11-22	6837.87	6837.87	
		UMP00 UMPQUA BANK	C21108	11/08/22	DIRECT DEPOSIT	11-22	33575.30	33575.30	
		UMP01 UMPQUA BANK - MYTAXPAYER	C21108	11/08/22	FEDERAL INCOME TAX	11-22	3124.56		
40478	11/08/22	UMP01 UMPQUA BANK - MYTAXPAYER	1C21108	11/08/22	FICA	11-22	5913.26		
40478	11/08/22	UMP01 UMPQUA BANK - MYTAXPAYER	2C21108	11/08/22		11-22	1383.04	10420.86	
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					TOTAL DISBURSED		54686.89	54686.89	

REPORT:: 11/15/22 RUN...:: 11/15/22 Time: 10:17 Run By:: Katie Butler

CITY OF WILLOWS Check Register

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Deduction

Amount

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Check Payroll **Employee** Actual Fiscal Gross Tax Amount

Number Date Date Num Name Period Period Period Amount

40479 11/15/22 11/15/22 SEN00 SENGMANY, SITXAY 11-22 05-23 775.68

775.68



Willows City Council Draft Action Meeting Minutes November 8, 2022

Agenda Item #5b.

City Council
Larry Domenighini, Mayor
Gary Hansen, Vice Mayor
Jeff Williams, Council Member
Robert Griffith, Council Member
Vacant, Council Member

City Manager Marti Brown

<u>City Clerk</u> Louis Ósémwegie

201 North Lassen Street Willows, CA 95988 (530) 934-7041

1. CALL TO ORDER - 6:00 PM

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

<u>Councilmembers Present:</u> Mayor Domenighini, Vice-Mayor Hansen, and Council Members Williams and Griffith

4. CHANGES TO THE AGENDA

No changes.

City Manager Brown introduced new management team.

5. PROCLAMATION

- a. Recognition of Veterans Day, November 11, 2022
- b. Recognition of Pearl Harbor Day, December 7, 2022

6. PUBLIC COMMENT & CONSENT CALENDAR FORUM

Public Comment:

Roberta Asbury – commented on Closed Session Council Meeting Minutes.

Consent Calendar Comment:

Rick Thomas –commented on the Wildan Contract.

Munish Sharman – commented on his experience as property developer in Willows and positive interaction with the Community and Development Services Department.

Council Member Williams' motion to pull Items 6a and 6d from the Consent Calendar to be tabled at the November 22, 2022, meeting was unsuccessful; there was no seconder.

Passed a motion to adopt the Consent Calendar in one motion. (Unanimous)

Moved/Seconded: Councilmembers Griffith and Vice Mayor Hansen

Yes: Mayor Domenighini, Vice-Mayor Hansen, and Councilmembers Griffith and Williams

a. Register Approval

Action: Approved general checking, payroll, and direct deposit check registers.

b. Minutes Approval

Action: Approved City Council minutes of the October 10, 11, 21 and 25, 2022, City Council meetings.

- c. State Revolving Loan (SRL) Fund Grant CCTV Inspection of Sewage Collection System Action: Approved the State Revolving Loan (SRL) Fund Grant CCTV Inspection of Sewage Collection System.
- d. Willdan Contract Amendment and One-Year Extension (Planning Services)
 Action: Approved the Willdan Contract Amendment and One-Year Extension.

7. DISCUSSION & ACTION CALENDAR

a. Second Reading by Title Only of an Ordinance Amending Chapter 15 of the Willows Municipal Code (2022 Building Codes)

Action: 1.): Introduced Second Reading by Title Only, an Ordinance Amending Chapter 15 of the Willows Municipal Code.

Moved/Seconded: Vice-Mayor Hansen, Councilmember Griffith

Yes: Mayor Domenighini, Vice-Mayor Hansen, and Councilmembers Griffith and Williams

Action 2.): Adopted by title only and waived reading of the text, an Ordinance repealing and adopting portions of Municipal Code Chapter 15 (Buildings and Construction) affecting sub sections; 15.10, 15.11, 15.20, 15.30, 15.35, 15.50, 15.55, 15.60, 15.70, 15.75, 15.80, 15.85, 15.90, 15.91 and 15.95.

Moved/Seconded: Vice-Mayor Hansen, Councilmember Jeff Williams

Yes: Mayor Domenighini, Vice-Mayor Hansen, and Councilmembers Griffith and Williams

b. Second Reading by Title Only and Adoption of an Ordinance Updating the Willows Municipal Code.

Action: 1.) Introduced Second Reading by Title Only and Adopted an Ordinance Updating the Willows Municipal Code.

Moved/Seconded: Council Member Jeff Williams, Councilmember Griffith

Yes: Mayor Domenighini, Vice-Mayor Hansen, and Councilmembers Griffith and Williams

Action 2.): By motion, introduced second reading by title only and adopted an ordinance to update the Willows Municipal Code.

Moved/Seconded: Councilmembers Williams and Griffith

Yes: Mayor Domenighini, Vice-Mayor Hansen, and Councilmembers Griffith and Williams

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c. United States Department of Agriculture (USDA) Grant Authorization

Action: Authorized the City Manager, or her designee, to submit a USDA grant application to replace the existing front line 1996 Type 1 Fire Engine and, if awarded, execute all required documents in order to receive the grant.

Moved/Seconded (by Reference): Vice-Mayor Hansen, Councilmember Griffith **Yes:** Mayor Domenighini, Vice-Mayor Hansen, and Councilmembers Griffith and Williams

8. COMMENTS & REPORTS

- a. City Council Comments & Reports
- b. City Manager's Report

9. ADJOURNMENT - 7:09 PM

Dated: November 9, 2022	
	Louis Ósémwegie, City Clerk



Date:

To: Honorable Mayor and Councilmembers

November 22, 2022

From: Jody Meza, Library Director

Marti Brown, City Manager

Subject: Building Forward: Library Infrastructure Grant Resolution

Recommendation:

Adopt the Building Forward: Library Infrastructure Grant Resolution so that the city may accept the State's \$49,200 awarded grant for infrastructure improvements.

Rationale for Recommendation:

The California State Library has awarded the City of Willows \$49,200 in grant funds to assist with replacing the entrance doors and HVAC system. The attached resolution is required to move forward with acceptance of the grant.

Background:

With City Council approval, the Library Director applied in March 2022 for the Building Forward grant to seek funds to replace the existing heating and air conditioning units and non-ADA compliant entrance doors that also regularly malfunction.

Discussion & Analysis:

Approving the Resolution for the Building Forward grant will allow the California State Library to award the grant which will enable the city to replace the failing building features.

Fiscal Impact:

The City is required to provide a matching grant amount of \$24,600 to support this project, which was approved by the Council in March 2022.

Attachments:

Attachment 1: Resolution XX-2022



City of Willows Resolution xx-2022

AUTHORIZING THE GRANT APPLICATION, ACCEPTANCE, AND EXECUTION OF THE GRANT FUNDS FROM THE STATE OF CALIFORNIA BUDGET ACT OF 2021 (SB 129)

WHEREAS, the Legislature and Governor of the State of California have advanced funds per the regulations of the Grant Funds from the State of California Budget Act of 2021, (SB 129); and

WHEREAS, the California State Library has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, said procedures established by the California State Library require a resolution certifying the approval by the potential grantee's governing board either before submission of said application(s) to the State or prior to execution of the grant agreement; and

WHEREAS, the Applicant/Grantee, if selected, will enter into an agreement with the State of California to carry out the project

WHEREAS, the City of Willows proposes to implement Building Forward Grant Project; and

WHEREAS, the City of Willows has the legal authority and is authorized to enter into a funding agreement with the State of California; and

WHEREAS, the City of Willows intends to apply for grant funding from the California State Library for the Building Forward Grant Project.

NOW, THEREFORE, BE IT RESOLVED that the City of Willows, with acknowledgement of the Willows Public Library, does hereby attest, as follows:

- That pursuant and subject to all of the terms and provisions of the California Budget Act of 2021, the City of Willows City Manager, or her designee is hereby authorized and directed to prepare and file an application for funding with the California State Library and take such other actions necessary or appropriate to obtain grant funding.
- 2. The City of Willows City Manager, or her designee is hereby authorized and directed to execute the funding agreement with the California State Library and any amendments thereto.

- 3. The City of Willows City Manager, or her designee is hereby authorized and directed to submit any required documents, funding requests, and reports required to obtain grant funding.
- 4. Certifies that the project will comply with any laws and regulations including, but not limited to, the California Environmental Quality Act (CEQA), legal requirements for building codes, health and safety codes, the California Labor Code, disabled access laws, and, that prior to commencement of the project, all applicable permits will have been obtained; and,

PASSED AND ADOPTED by the City Council 2022, by the following vote:	il of the City of Willows this 8 th day of November
AYES: NOES: ABSENT: ABSTAIN:	
APPROVED:	ATTESTED:
Larry Domenighini, Mayor	Louis Osemwegie, City Clerk



DISCUSSION & ACTION CALENDAR



Date: November 22, 2022

To: Honorable Mayor and Councilmembers

From: Marti Brown, City Manager

Subject: One-Year Contract Extension with County of Glenn for Law Enforcement Services

Recommendation:

Authorize the City Manager to execute a one-year contract extension with the County of Glenn for Law Enforcement and Animal Control Services in an amount not-to-exceed \$1,574,756.41.

Rationale for Recommendation:

In May 2017, the City of Willows executed a five-year contract with the County of Glenn Sheriff's Department for law enforcement services with the option to extend the contract. While the initial five-year contract has ended, the need for law enforcement and public safety services continues. Therefore, staff recommends extending the contract.

Background:

In May 2017, the City of Willows executed a five-year contract with the County of Glenn for law enforcement services. At the end of the five years, the contract provided a rollover provision or automatic renewal provided both parties agreed and with a 3% Consumer Price Index (CPI) increase in year six of the contract. Fiscal Year 2022-23 is year six of the contract.

Discussion & Analysis:

The City's contract with the County of Glenn for law enforcement services in year five of the contract (FY 2021-2022) was \$1,674,224. The contract included the City's unfunded pension liability for the police department, which, as of FY 2022-23, was moved to the City's newly established Non-Departmental Account. This reduced the contract to an estimated \$1,482,000 for FY 2022-23.

In addition, apparently, Animal Care Services was not included in the first five-year contract from 2017 through June 30, 2022. As a result, the County proposes to add another \$49,000 to the contract for this fiscal year for Animal Care Services. As a result, the proposed one-year contract for FY 2022-23 is \$1,574,756.41. Should the proposed one-year extension be

approved, the total contract increase from year-one of the contract (FY 2017-18) to year-six (FY 2022-23) will be \$232,756.41.

Lastly, Sheriff-elect Gibbs requested that only a one-year contract extension be proposed as, once sworn in (e.g., January), he would like to negotiate the FY 2023-24 contract with the City.

Fiscal Impact:

For Fiscal Year 2022-23, the City budgeted \$1,482,000. The proposed contract with the County of Glenn increases the contract amount by \$92,756.41, which would be adjusted during the Mid-Year Budget Adjustment in February/March 2023. The City's Finance Consultant has reviewed the contract increase and determined the increase to be correct and reasonable.

Attachment:

- Attachment 1: Resolution Amending the Contract
- Attachment 2: Municipal Law Enforcement Services
 Agreement Between County of Glenn and City of Willows

City of Willows Resolution xx-2022

AMENDMENT #1 TO MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT WITH CITY OF WILLOWSFISCAL YEAR 2022-2023

THIS Amendment #1 is entered into by and between the County of Glenn, ("County"), and the City of Willows ("City").

WHEREAS, County and City entered into an Agreement dated May 16, 2017, for law enforcement services within the municipal boundaries of the City of Willows (Agreement).

WHEREAS, Paragraph #4.2 of the Agreement provides for an extension of its term for an additional period beyond its initial expiration upon written Agreement of the parties;

WHEREAS, Paragraph #4.3 of the Agreement allows for the compensation to increase.

WHEREAS, Paragraph #6.1 of the Agreement specifies the compensation for services provided in the first year of the Agreement, the City shell pay county the annual amount of one million three hundred forty-two thousand dollars (\$1,342,000.00).

NOW, THEREFORE, in consideration of the mutual promises herein, the parties hereto agree as follows:

- 1) Pursuant to Paragraph #4.2 of the Agreement, the term of the Agreement is hereby extended for an additional twelve-month period commencing July 1, 2022 and ending June 30, 2023.
- 2) Pursuant to Paragraph #4.3 of the Agreement, the compensation shall be increased for the extended twelve-month term by three percent (3.0%) from the previous year total compensation and an additional forty-nine thousand dollars (\$49,000) for animal controls services provided.
- 3) Pursuant to Paragraph #6.1 for all services provided during the first year of the Agreement, City shall pay County the annual amount of one million three hundred forty-two thousand dollars (\$1,342,000).
- 3.1) For all services provided during the term of this amendment commencing July 1, 2022 and ending June 30, 2023, City shall pay County in the amount of one million five hundred seventy-four thousand dollars and forty-one cents (\$1,574,756.41).
- 4) All other provisions of the Agreement shall remain in full force and effect for the term of the Agreement.

$\textbf{PASSED AND ADOPTED} \ \ \text{by the City Council of the City of Willows this } 22^{nc}$	day of November 2022, by the following
vote:	
AYES:	
NOES:	
ABSENT:	
ABSTAIN:	

IN WITNESS WHEREOF, County and City have executed this Agreement on the day and year set forth below.

CITY OF WILLOWS:

Ву:	Larry Domenigh Date	nini, Mayor
By:	Marti Brown, C Date	ity Manager
APPROVED AS TO FORM:		
By: David Ritchie, City Attorney		
COUNTY OF GLENN:		
Ву:		Thomas J.
Arnold, Chairman Glenn County Board of Supervisors	Date	
Ву:		Scott H. De
Moss, County Administrative Officer Glenn County, California	Date	
APPROVED AS TO FORM:		
Ву:		
William J. Vanasek		
County Counsel, Glenn County, California		



MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT BY AND BETWEEN COUNTY OF GLENN AND CITY OF WILLOWS

This Municipal Law Enforcement Services Agreement (hereinafter referred to as "Agreement") is dated this 16th day of May, 2017, for reference purposes only, by and between the COUNTY OF GLENN, (hereinafter referred to as "County") and the CITY OF WILLOWS (hereinafter referred to as "City," the County and the City each a "Party" and jointly the "Parties").

RECITALS

WHEREAS, the County of Glenn provides law enforcement services throughout the unincorporated areas of Glenn County, California;

WHEREAS, the City of Willows is responsible for providing law enforcement services within the municipal boundaries of the City of Willows;

WHEREAS, City is desirous of contracting with the County for the performance of law enforcement services by the Glenn County Sheriff's Department;

WHEREAS, the County is agreeable to providing law enforcement services to the City of Willows; and

WHEREAS, California Government Code Sections 51300, et seq., and 54980, et seq. authorize such law enforcement services agreements;

NOW, THEREFORE, in consideration of the respective covenants and commitments of the Parties set forth herein, and on the terms and conditions set forth below, the Parties agree as follows:

1.0 EFFECTIVE DATE

This Agreement shall become effective July 1, 2017, on which date the Sheriff of the County of Glenn shall assume responsibility for providing law enforcement services to the City of Willows pursuant to the terms and conditions set forth herein.

2.0 SCOPE OF SERVICES

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- 2.1 The County agrees, through the Sheriff of the County of Glenn (hereinafter referred to as "Sheriff"), to provide general law enforcement services within the corporate limits of the City to the extent and in the manner hereinafter set forth in this Agreement.
- 2.2 Except as otherwise specifically set forth in this Agreement, such services shall only encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff under the County Code and the statutes of the State of California, and under the City's Municipal Codes.
- 2.3 "General Law Enforcement Services" (the "Services") shall include, but are not limited to, emergency and non-emergency law enforcement response, patrol, traffic enforcement, traffic collision investigation, criminal investigations, animal control, dispatch services, and all other calls for law enforcement services, as well as the payment of booking fees.

3.0 METHODS AND STANDARDS OF PERFORMANCE

- 3.1 The County shall provide all of the law enforcement services (24 hours per day, 7 days a week) that the City of Willows currently provides through the Willows Police Department. The County will maintain or improve the services that are currently provided by the Willows Police Department.
- 3.2 All County employees assigned to provide services hereunder will be sufficiently trained and experienced to perform the services to the City of Willows including, but not limited to, traffic collision investigations and traffic control for special events/details.
- 3.3 The Sheriff shall determine the most advantageous, efficient and effective means for providing the 24-hour per day service to the City. Final authority for the determination of the priority of response shall rest with the Sheriff within the response time criteria provided in this Agreement.
- 3.4 The County shall maintain sufficient staffing in the City to provide a response time

averaging:

×.,

- a. Within FIVE (5) minutes for "Crimes of Violence" (as defined by DOJ Bureau of Justice Statistics) or "in-progress" crimes.
- b. TEN (10) minutes to an hour for "Property Crimes" (as defined by DOJ Bureau of Justice Statistics) or "cold calls" for service.
- 3.5 The Sheriff shall appoint an administrative staff member (with rank of Lieutenant or higher) to be the primary point of contact and administrator for all Services provided to the City hereunder.
- 3.6 The County shall provide a detailed monthly report to the City of activities undertaken in performance of the Services under this Agreement. This report should include (at minimum) an overview of general activity, arrests, traffic enforcement, and average response times.
- 3.7 All services provided hereunder shall be under the control and at the direction of the Sheriff. The Sheriff shall exercise his judgment as he deems proper and appropriate. Standards of performance, discipline of deputies and control of personnel assigned, and all other matters incident to the performance of services hereunder shall remain with the County.
- 3.8 In the event of a dispute between the parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the City shall be consulted and a mutual determination thereof shall be made by both the Sheriff and the City. However, in the event of an unresolved dispute, the final and conclusive determination shall rest with the Sheriff.
- 3.9 County shall furnish and supply all necessary labor, supervision, transportation, equipment, communication facilities, and supplies necessary to provide the Services to be rendered hereunder.
- 3.10 All equipment, evidence, reports, and any other items owned or used by the Police Department in providing law enforcement services to the City of Willows at the Effective Date of this Agreement will become the property of the Sheriff. Notwithstanding the foregoing, in the event of termination of this Agreement all vehicles, firearms, computers, tablets, protective body gear, etc. ("Assets")

transferred to the Sheriff at the commencement of this Agreement shall be returned to the City upon such termination in a condition equal to or better than that when transferred to the Sheriff. The Sheriff shall create and maintain an inventory tracking system of all such Assets for this purpose.

3.11 No County employee assigned to provide service hereunder shall have any claim or right to employment, salary, benefits or claims of any kind from the City. The City shall not be called upon to assume any liability for the direct payment of any Sheriff's Department salaries, wages, retirement, benefits or other compensation to any County personnel performing services hereunder for the City. Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of his/her employment as a contract employee of the City.

4.0 TERM OF AGREEMENT

V.

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- 4.1 The term of this Agreement shall be for a period of five (5) years, from July 1, 2017 through June 30, 2022, unless sooner terminated or extended as provided for herein.
- 4.2 Upon the expiration of the original Term or any successive 5-year term, this Agreement shall be renewed for a successive period not to exceed five (5) years each, unless either Party shall provide written notice to the other no less than twelve (12) months prior to the end of any such Term, pursuant to California Government Code section 51302.
- 4.3 In the event this Agreement is continued for a successive 5-year term(s), for the first year of the successor Term the City shall pay to the County an amount not to exceed the amount paid to the County in the final year of the preceding term plus THREE PERCENT (3%). For each following year of the Agreement, the amount shall be increased by TWO AND ONE-HALF PERCENT (2.5%) over the preceding year. All other terms and conditions of this Agreement shall remain in full force and effect.

5.0 TERMINATION

- 5.1 This Agreement may be terminated effective June 30th of any year during the term, except the fifth (5th) year, provided, however, that written notice has been given to the other Party no less than TWO HUNDRED SEVENTY (270) days prior thereto.
- 5.2 In the event of termination, County shall be entitled to payment for all services provided through the date of termination.
- 5.3 In the event of termination, each Party shall fully discharge all obligations owed to the other Party accruing prior to the date of such termination and, except as otherwise provided herein, each party shall be released from all obligations which would otherwise accrue subsequent to the date of termination.

6.0 COMPENSATION & PAYMENT

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6.1 For all services provided during the first year of the Agreement, City shall pay County the annual amount of:

ONE MILLION THREE HUNDRED FORTY-TWO THOUSAND DOLLARS (\$1,342,000.00).

- 6.2 For each following year of the Agreement, the amount set forth in Section 6.1 above shall be increased by TWO AND ONE-HALF PERCENT (2.5%) over the preceding year.
- 6.3 Should the City receive any Supplemental Law Enforcement Services ("SLES") funding, such SLES funds shall be paid to the County. Any such SLES funds will constitute a part of, and not in addition to, amounts payable to the County pursuant to Section 6.1 above.
- 6.4 The County shall invoice the City, at the address in Section 9.0 below, each month, commencing one (1) month following the Effective Date, for ONE-TWELFTH (1/12) of the total annual amount due. The City shall pay such invoice within THIRTY (30) days of receipt.
- 6.5 If such payment is not delivered to the County office which is described on said invoice within SIXTY (60) days after the date of the invoice, payment shall be considered "overdue" and the County shall be entitled to recover interest thereon. Interest shall be at the rate of TEN PERCENT (10%) per annum, based on 360 days, calculated on a daily basis from the first day the payment became "overdue"

or, in the case of disputed amounts, calculated from the date the resolution is memorialized.

- 6.6 For all disputed amounts, the City shall provide County with written notice of the dispute including the invoice date, amount, and reasons for dispute within ten (10) days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within sixty (60) days after the dispute resolution is memorialized.
- 6.7 Any fees, fines, asset forfeiture monies collected by the County with respect to incidents occurring in the City may be utilized by the County for purposes authorized by law.

7.0 IMPLEMENTATION

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The Parties acknowledge and understand that transfer of law enforcement services from the City of Willows Police Department to the Glenn County Sheriff will, of necessity, be accomplished on a phased basis. It is anticipated that the phased implementation of the transfer of services will take approximately 90 to 120 days following the Effective Date. Accordingly, the Parties agree that the following terms will guide the implementation of this Agreement.

- 7.1 The Parties acknowledge that the Willows Police Department is required to close out all pending cases, finalize and store all files, and perform a myriad of other administrative tasks required by the demobilization of the Police Department. Accordingly, all Willows Police Officers will not be available for immediate employment by the Sheriff.
- 7.2 The Parties acknowledge that the process of selection, qualification and employment by the Sheriff of Willows Police Officers is a time-consuming process. Therefore, upon the full execution of this Agreement, the Sheriff shall commence the process of identification and selection of Willows Police Officers that the Sheriff intends to employ, assuming such officers qualify in all respects for employment with the Glenn County Sheriff's Office.
- 7.3 Those Willows Police Officers tentatively selected, but not yet employed by the County, as of the Effective Date may, at the discretion of the Sheriff, be temporarily

assigned by the City to, and shall work under the direction and supervision of, the Glenn County Sheriff's Office. Until such Officer is employed by the Glenn County Sheriff's Office, he/she shall remain an employee of the City of Willows for all purposes and shall not, under any circumstance, be considered Sheriff's personnel nor an employee or agent of Glenn County. Such assignment shall not obligate the Sheriff to complete the employment process for any such Officer.

Such temporary assignments shall not relieve the City of paying the Sheriff those amounts set forth in Section 6.0 above; provided, however, the City shall invoice the Glenn County Sheriff for the fully burdened cost of each such temporarily assigned officer, which amount(s) shall be deducted from the next regular monthly payment the City makes to the Sheriff. Such invoices shall be detailed to include the name of the Police Officer so assigned, the number of hours worked and the date(s) on which such hours were worked, the Officer's base pay rate, payroll burden, and the cost of each benefit provided to or to which the Officer is entitled.

8.0 INDEMNIFICATION

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The County hereby indemnifies, defends and holds harmless the City, its Council members, officers, directors, employees, attorneys and agents against and from any and all liabilities, losses, demands, actions, expenses or claims, including reasonable attorney's fees and court costs from loss, damage or injury to any person or property, or for reason of anything done, permitted to be done, or omitted to be done by the Sheriff's personnel in providing or failing to provide general law enforcement services to the City by Sheriff's personnel or caused by the negligence or misconduct of Sheriff's personnel in providing or failing to provide general law enforcement services to the City by Sheriff's personnel. This indemnification obligation shall survive the termination of this Agreement.

9.0 NOTICES

Any notice permitted or required under this Agreement shall be sent as provided below and shall be effective (a) immediately, if personally served or if emailed or faxed and the sending Party can reasonably demonstrate receipt, or (b) if delivered by mail, two (2) business days following its deposit in U.S. Mail, properly addressed and postage prepaid.

Either Party may change its address and other contact information by providing notice to the other Party in the manner set forth in this section:

Notices to County of Glenn shall be addressed as follows:

Glenn County Sheriff 543 W. Oak Street Willows, CA 95988 Phone: 530-934-6441 Fax: 530-934-6473

With a copy to:

Glenn County Counsel 525 Sycamore Street Willows, CA 95988 Phone: 530-934-6455 Fax: 530-934-6457

Notices to City of Willows shall be addressed as follows:

City Manager

201 North Lassen Street Willows, CA 95988 Phone: 530-934-7041 Fax: 530-934-7402

With a copy to:

City Attorney 201 North Lassen Street Willows, CA 95988 Phone: 530-934-7041 Fax: 530-934-7402

10.0 RELATIONSHIP OF THE PARTIES.

10.1 Neither Party hereto shall be the employer, partner, agent, joint venturer or principal of the other. The County shall not, for any purpose or reason whatsoever, claim or imply that any officer, employee, contractor or agent providing services under this Agreement is an employee or contractor of City. No County officer, employee, contractor or agent shall be entitled to any benefits accorded to employees of the City.

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10.2 County shall be responsible for providing, at County's sole expense and in County's name, compensation and such statutory benefits as are required and discretionary benefits as it elects to its officers, employees and agents providing services hereunder. County shall at all times, at its sole expense, obtain and maintain in effect all such licenses and permits usual or necessary to perform the services contemplated under this Agreement.

11.0 AMENDMENTS

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All changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly adopted by the County Board of Supervisors and the City Council.

12.0 AUTHORIZATION WARRANTY

- 12.1 The City represents and warrants that the person executing this Agreement for the City is an authorized agent who has actual authority to bind the City to each and every term, condition, and obligation of this Agreement and that all requirements of the City have been fulfilled to provide such actual authority.
- 12.2 The County represents and warrants that the person executing this Agreement for the County is an authorized agent who has actual authority to bind the County to each and every term, condition, and obligation of this Agreement and that all requirements of the County have been fulfilled to provide such actual authority.

13.0 MISCELLANEOUS

- 13.1 Entire Agreement. This Agreement and any executed Amendments thereto constitute the complete and exclusive statement of understanding of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Section 11.0 of this Agreement.
- 13.2 **Limitations on Contracts.** No person or organization shall be deemed or intended to be a third-party beneficiary of any terms of this Agreement.

- 13.3 Attorney's Fees & Costs. In the event of any litigation arising from or related to this Agreement, or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred including court costs, attorney's fees, and all other related expenses incurred in such litigation. In the event of a pre-trial settlement of litigation between the Parties, allocation of such fees and costs shall be determined by that settlement process.
- 13.4 **Mediation**. The Parties agree to mediate any dispute or claim arising between them out of this Agreement before resorting to court action. Mediation fees, if any, shall be divided equally among the Parties involved. If, for any dispute or claim to which this paragraph applies, (i) any Party commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, any Party refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action.
- 13.5 Governing Law, Jurisdiction and Venue. This Agreement shall be interpreted and construed in accordance with the laws of the State of California. All suits, proceedings and other actions relating to or arising out of this Agreement shall be submitted to the jurisdiction of the courts of the State of California, or the Federal District Court for the Eastern District of California, and proper venue shall be Glenn County, California.
- 13.6 Entire Agreement. This Agreement contains the entire agreement between the Parties, and supersedes all prior agreements, understandings and contracts between the Parties with respect to the specific subject matter hereof.
- 13.7 **Waiver**. No failure or delay by either Party in exercising any rights, power or remedy under this Agreement shall operate as a waiver of any such right, power or remedy.
- 13.8 Severability. In the event that any provision of this Agreement shall be declared by a court of competent jurisdiction to be illegal or otherwise unenforceable, such provision shall be severed and the entire Agreement shall not fail on account thereof, and the balance of the Agreement shall continue in full force and effect.

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IN WITNESS WHEREOF, the County of Glenn, by order of its Board of Supervisors, has caused this Agreement to be executed by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, and the City of Willows, by order of the Willows City Council, has caused this Agreement to be executed by the Mayor of the City and attested to by the City Clerk.

COUNTY OF GLENN

JOHN K. VIEG

vice-Chairman, Board of Supervisors

ATTEST:

Clerk, Board of Supervisors

By:

Clark of the Desert

Clerk of the Board

CITY OF WILLOWS

Mayor

Ву:

GARY L. HANSEN

Mayor

ATTEST:

NATALIE BUTLER

City Clerk

APPROVED AS TO FORM:

County Counsel

APPROVED AS TO FORM:

City Attorney

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By:

ALICIA EKLAND County Counsel ROBERT W. HUNT

City Attorney



Date: November 22, 2022

To: Honorable Mayor and Councilmembers

From: Lori Fahey, Accounting Manager

Marti Brown, City Manager

Subject: Updated Salary Schedule for All Authorized Full-Time Job Classifications

Recommendation:

Adopt the updated salary schedules for all authorized full-time job classifications (Exhibit A).

Rationale for Recommendation:

Council recently approved an updated salary schedule at the October 11, 2022, City Council meeting. However, the salary steps were incorrectly calculated and required correction before submitting the new salary schedules to CalPERs and posting them on the City's website.

Background:

At the October 11, 2022, City Council meeting, the City Council approved the 9-step salary schedules for all authorized full-time job classifications. However, there was an error in the calculation requiring the steps to be re-calculated. That said, the top step for each job classification, step 9, has not changed. The resulting salary step adjustments are de minimis in terms of the overall city budget.

Discussion & Analysis:

The city is obligated to make publicly available salary information for all employees of the city by job classification.

This data, in addition to aiding in transparency, is required for proper CalPERS retirement calculations based on CalPERS circular letters from 2012 following a decision in *Tanner v. Cal. Public Employees' Retirement* System (2016) 248 Cal. App. 4th 743. The circular letter that followed this case (unpublished) made it clear that if publicly available pay schedules do not clearly set forth information about the classification title, pay rate and time base along with the effective date CalPERS may determine the retirement computation based on its own assessment of the "pay rate."

The requirements for publicly available pay schedules are as follows:

- They must be publicly approved and adopted by the employer's governing body (e.g., Council).
- They must identify the position title for every employee position.
- They must show the pay rate for each identified position.
- They must identify whether the time base is hourly, daily, bi-weekly and/or monthly.
- The schedule must be posted at the office of the employer and/or on the website.
- It must indicate the effective date and date of any revisions.
- Pay schedules must be retained for a minimum of five (5) years.
- The schedule must directly disclose the pay rates it cannot simply refer to another document containing the rates.

Assuming Council approval, the attached salary schedule shows the position titles, pay rates and base for each classification effective November 22, 2022, for UPEC, Management and Confidential employees. There are no changes to the WEA salary schedule, which became effective July 1, 2021.

Fiscal Impact:

There is no overall multi-year fiscal impact and/or difference from the already Council approved salary schedule of October 11, 2022, as the top step salary for each position has not changed. However, there is a de minimis difference <u>between</u> the salary steps. For example, this fiscal year and based on the revised salary schedule, there will be a total increase to the budget of \$1,223 from the Council approved salary schedule of October 11, 2022, for all salary steps and current positions filled in the city.

Attachment:

• Attachment 1: Resolution XX-2022

Exhibit A: Salary Schedule



City of Willows Resolution xx-2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS ADOPTING THE UPDATED SALARY SCHEDULES FOR ALL AUTHORIZED FULL-TIME JOB CLASSIFICATIONS

WHEREAS, the City Council approved the salary schedule update for the Community Development & Services Director job classification on June 14, 2022; and

WHEREAS, the City Council approved the salary schedule update for the Accounting Manager, City Clerk/Assistant to the City Manager and Superintendent of Public Works job classifications on July 12, 2022; and

WHEREAS, the City Council approved the Tentative Agreements with the United Public Employees of California (UPEC) and Willows Employee Association (WEA) on September 27, 2022, as well as any associated salary schedule updates; and

WHEREAS, the City Council also approved moving the salary schedules of UPEC, Management and Confidential job classifications to a 9-Step schedule at the September 27, 2022, City Council meeting; and

WHEREAS, the City Council also approved the salary schedules of UPEC, Management and Confidential job classifications to a 9-Step schedule at the October 11, 2022, City Council meeting; and

WHEREAS, due to the adjustment within the 9-Step salary schedules of UPEC, Management and Confidential job classifications, the official salary schedule required updating.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Willows does hereby adopt the attached salary schedules for UPEC, the WEA and Management and Confidential job classifications (Exhibit A).

PASSED AND ADOPTED by the City Council of the City of Willows this 22nd day of November 2022, by the following vote:

Larry Domenighini, Mayor	Louis Osemwegie, Deputy City Clerk
APPROVED:	ATTESTED:
ABSTAIN:	
NOES: ABSENT:	
AYES:	

Attachment: Exhibits A: Salary Schedule

City of Willows Salary Schedule - Effective October 10, 2022*

United Public Employees of California (UPEC)	- 9-Step, 2.5%								
Fire Captain	1	2	3	4	5	6	7	8	9
Annual	\$50,886.29	\$52,158.44	\$53,462.41	\$54,798.97	\$56,168.94	\$57,573.16	\$59,012.49	\$60,487.80	\$62,000.00
Monthly	\$4,240.52	\$4,346.54	\$4,455.20	\$4,566.58	\$4,680.74	\$4,797.76	\$4,917.71	\$5,040.65	\$5,166.67
Fire Fighter/ Engineers	1	2	3	4	5	6	7	8	9
Annual	\$46,506.78	\$47,669.45	\$48,861.19	\$50,082.72	\$51,334.79	\$52,618.16	\$53,933.61	\$55,281.95	\$56,664.00
Monthly	\$3,875.57	\$3,972.45	\$4,071.77	\$4,173.56	\$4,277.90	\$4,384.85	\$4,494.47	\$4,606.83	\$4,722.00
Management and Confidential - 9-Step, 2.5%									
Community Development									
and Services Director	1	2	3	4	5	6	7	8	9
Annual	\$102,593.32	\$105,158.15	\$107,787.11	\$110,481.79	\$113,243.83	\$116,074.93	\$118,976.80	\$121,951.22	\$125,000.00
Monthly	\$8,549.44	\$8,763.18	\$8,982.26	\$9,206.82	\$9,436.99	\$9,672.91	\$9,914.73	\$10,162.60	\$10,416.67
City Clerk/Assistant to									
the City Manager	1	2	3	4	5	6	7	8	9
Annual	\$59,093.75	\$60,571.10	\$62,085.37	\$63,637.51	\$65,228.45	\$66,859.16	\$68,530.64	\$70,243.90	\$72,000.00
Monthly	\$4,924.48	\$5,047.59	\$5,173.78	\$5,303.13	\$5,435.70	\$5,571.60	\$5,710.89	\$5,853.66	\$6,000.00
Superintendent of Public Works	1	2	3	4	5	6	7	8	9
Annual	\$61,555.99	\$63,094.89	\$64,672.26	\$66,289.07	\$67,946.30	\$69,644.96	\$71,386.08	\$73,170.73	\$75,000.00
Monthly	\$5,129.67	\$5,257.91	\$5,389.36	\$5,524.09	\$5,662.19	\$5,803.75	\$5,948.84	\$6,097.56	\$6,250.00
Accounting Manager	1	2	3	4	5	6	7	8	9
Annual	\$86,178.39	\$88,332.85	\$90,541.17	\$92,804.70	\$95,124.82	\$97,502.94	\$99,940.51	\$102,439.02	\$105,000.00
Monthly	\$7,181.53	\$7,361.07	\$7,545.10	\$7,733.73	\$7,927.07	\$8,125.24	\$8,328.38	\$8,536.59	\$8,750.00
Fire Chief	1	2	3	4	5	6	7	8	9
Annual	\$103,611.05	\$106,201.32	\$108,856.36	\$111,577.77	\$114,367.21	\$117,226.39	\$120,157.05	\$123,160.98	\$126,240.00
Monthly	\$8,634.25	\$8,850.11	\$9,071.36	\$9,298.15	\$9,530.60	\$9,768.87	\$10,013.09	\$10,263.41	\$10,520.00
Administrative Analyst-									
Finance/Human Resources	1	2	3	4	5	6	7	8	9
Annual	\$47,058.33	\$48,234.78	\$49,440.65	\$50,676.67	\$51,943.59	\$53,242.18	\$54,573.23	\$55,937.56	\$57,336.00
Monthly	\$3,921.53	\$4,019.57	\$4,120.05	\$4,223.06	\$4,328.63	\$4,436.85	\$4,547.77	\$4,661.46	\$4,778.00

Willows' Employee Association (WEA) - 5-Step, 5%

Parks/Public Works Mechanic	Α	В	С	D	E
Annual (7/1/2022)	\$39,696.00	\$41,700.00	\$43,776.00	\$45,960.00	\$48,276.00
Monthly (7/1/2022)	\$3,308.00	\$3,475.00	\$3,648.00	\$3,830.00	\$4,023.00
Annual (7/1/2023)	\$40,500.00	\$42,540.00	\$44,652.00	\$46,884.00	\$49,236.00
Monthly (7/1/2023)	\$3,375.00	\$3,545.00	\$3,721.00	\$3,907.00	\$4,103.00
Parks/Public Works Maintenance Worker	Α	В	С	D	E
Annual (7/1/2022	\$39,696.00	\$41,700.00	\$43,776.00	\$45,960.00	\$48,276.00
Monthly (7/1/2022)	\$3,308.00	\$3,475.00	\$3,648.00	\$3,830.00	\$4,023.00
Annual (7/1/2023)	\$40,500.00	\$42,540.00	\$44,652.00	\$46,884.00	\$49,236.00
Monthl (7/1/2023)	\$3,375.00	\$3,545.00	\$3,721.00	\$3,907.00	\$4,103.00
Library Technician	Α	В	С	D	E
Annual (7/1/2022)	\$33,024.00	\$34,656.00	\$36,408.00	\$38,208.00	\$40,128.00
Monthly (7/1/2022)	\$2,752.00	\$2,888.00	\$3,034.00	\$3,184.00	\$3,344.00
Annual (7/1/2023)	\$33,684.00	\$35,352.00	\$37,140.00	\$38,976.00	\$40,932.00
Monthly (7/1/2023)	\$2,807.00	\$2,946.00	\$3,095.00	\$3,248.00	\$3,411.00
Community Development					
Technician	Α	В	С	D	E
Annual (7/1/2022)	1	1	¢=2 02= 02	¢EE 602 00	ĆEO 402 72
Ailliadi (7/1/2022)	\$48,103.20	\$50,502.24	\$53,035.92	\$55,692.00	\$58,482.72
Monthly (7/1/2022)	\$48,103.20 \$4,008.60	\$50,502.24 \$4,208.52		\$55,692.00 \$4,641.00	
	• •		\$4,419.66	\$4,641.00	\$4,873.56

^{*}The salary schedule for all positions reflects base salary only. Refer to the UPEC and WEA MOUs and/or the Administrative Policy and Procedures Manual for references to premium pay.