



FINANCE COMMITTEE AGENDA

Tuesday, February 11, 2020

8:30 AM

Executive Conference Room, Level Three
Brea Civic & Cultural Center, 1 Civic Center Circle, Brea, California

MEMBERS: Mayor Marty Simonoff and Council Member Cecilia Hupp
ALTERNATE: Council Member Christine Marick

Materials related to an item on this agenda submitted to the Finance Committee after distribution of the agenda packet are available for public inspection in the third floor lobby of the Civic and Cultural Center at 1 Civic Center Circle, Brea, CA during normal business hours. Such documents may also be available on the City's website subject to staff's ability to post documents before the meeting.

CALL TO ORDER / ROLL CALL

1. Matters from the Audience

CONSENT

2. Approval of Minutes of January 28, 2020 Meeting

Attachments

Minutes

DISCUSSION

3. Agreement for Fire Investigator Services with the City of Anaheim

Attachments

Agreement

4. Amend the Part-Time Employment and Benefits Policy to Revise Salary Range for the Facilities Worker Position

Attachments

Part Time Resolution No. 2020-

NOTE: This agenda is subject to amendments up to 72 hours prior to the meeting date.

5. Schedule Next Meeting: February 25, 2020

cc: Mayor Pro Tem Steven Vargas
Council Member Glenn Parker

Special Accommodations

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office at (714) 990-7757. Notification 48 hours prior to the meeting will enable City staff to make reasonable arrangements to ensure accessibility. (28 CFR 35.102.35.104 ADA Title II)

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members
FROM: Bill Gallardo
DATE: 02/11/2020
SUBJECT: Approval of Minutes of January 28, 2020 Meeting

RESPECTFULLY SUBMITTED

Attachments

Minutes



FINANCE COMMITTEE MINUTES

Tuesday, January 28, 2020

8:30 AM

Executive Conference Room, Level Three
Brea Civic & Cultural Center, 1 Civic Center Circle, Brea, California

CALL TO ORDER / ROLL CALL

ATTENDEES: Mayor Marty Simonoff, Council Member Cecilia Hupp, Chris Emeterio, Tony Olmos, Cindy Russell, Faith Madrazo, Randy Hornsby, Michael Ho, Sean Matlock, Neil Groom and Ana Conrique

1. Matters from the Audience – *None*.

CONSENT

2. Approval of Minutes of January 14, 2020 Meeting – *Approved*.

DISCUSSION

3. Use of Fire Impact Fees - Acquisition of Special Department Equipment for Brea Fire Operations – *Recommended for City Council Approval*.
4. Professional Services Agreement with AKM Consulting Engineers for the 2020 Sewer Master Plan and Contract with PipeTec for CCTV of City Sewer Lines – *Recommended for City Council Approval*.
5. Purchasing Activity under Special City Council Authorization for Quarter Ending December 31, 2019 – *Received and filed*.
6. Schedule Next Meeting: February 11, 2020

Meeting adjourned: 8:35 a.m.

cc: Mayor Pro Tem Steven Vargas
Council Member Christine Marick
Council Member Glenn Parker

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members
FROM: Bill Gallardo
DATE: 02/11/2020
SUBJECT: Agreement for Fire Investigator Services with the City of Anaheim

RECOMMENDATION

Authorize an agreement with the City of Anaheim for fire investigator services by the Anaheim Fire & Rescue Department on an as-needed basis.

BACKGROUND/DISCUSSION

Fire scene investigation is typically handled at the lowest levels, and escalated as necessary. Engine company Captains will make an attempt to determine cause without requesting an investigator, if possible. Only when the cause is uneasily determined, will an investigator be relied upon.

Brea Fire Department has established a fire investigation program with much success.

However, with only one qualified investigator in our department, we anticipate potential for more than one fire needing to be being investigated at a time. An agreement for outside fire investigator services through Anaheim Fire & Rescue would provide additional resources on an "as-needed" basis. In addition, our investigator is a non-sworn "cause & origin" only investigator, whereas Anaheim Fire & Rescue Investigators have both "cause & origin" capability, as well as full peace officer training, status and enforcement powers for criminal follow through, if necessary.

SUMMARY/FISCAL IMPACT

Staff recommends an agreement with the City of Anaheim for outside fire investigator services to provide additional resources on an as-needed basis. While there is potential for the use of these services, we do not anticipate a great need for an outside investigator based on current fire response data analysis. Therefore, we anticipate the General Fund impact being no greater than \$3,500 for the remaining FY 2019-20. Future costs are estimated not to exceed \$5,000 each fiscal year. There are funds available in the Fiscal Year 2019-20 General Fund Adopted Budget.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager
Prepared by: Chris Nigg, Fire Division Chief
Concurrence: Adam Loeser, Fire Chief

Attachments

Agreement



Fire Investigator Services Agreement
The City of Brea

AGREEMENT BETWEEN THE CITY OF ANAHEIM
AND THE CITY OF BREA
FOR FIRE INVESTIGATOR SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 2019, is by and between the City of Anaheim and the City of Brea.

R E C I T A L S

WHEREAS, the City of Anaheim employs fire investigators with full peace officer training and status; and.

The Fire Chief for the City of Anaheim has determined that Anaheim fire investigators have the capacity to provide fire investigation services to other jurisdictions; and

Brea desires to use the services of the Anaheim Fire & Rescue fire investigators on an as needed basis, and further agrees to compensate Anaheim for these services when rendered; and

Anaheim has determined that it is in its interest to provide fire investigator services to the Brea Fire Department in exchange for the reimbursement of costs; and

California Government Code section 54981 provides that the city council of a city may contract with another local agency for the performance of municipal services,

NOW, THEREFORE, AND IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS HEREINAFTER SET FORTH, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Anaheim agrees to provide fire investigators to Brea, when such services are requested by Brea, subject to the following conditions:
 - a. An Anaheim fire investigator is available to respond.

- b. Fire investigation needs in Anaheim take precedence over requests for fire investigation services in Brea.
 - c. If the Anaheim investigator is not immediately available to respond to Brea, he/she will respond as soon as practicable.
 - d. Requests for the response of the Anaheim fire investigator(s) shall be made through Metro Net Fire Dispatch Center by a Chief Officer representing the Brea Fire Department.
 - e. Fire investigator services may be utilized for origin and cause investigations, arson investigations and prosecution, 911 abuse investigations or fraud related to fire protection services.
2. When requested to respond to the scene of an emergency incident in Brea, the Anaheim fire investigator(s) will report to the incident commander upon arrival and coordinate the investigation procedures through the incident commander.
3. Other investigations conducted by the Anaheim fire investigator(s) in Brea shall be coordinated through the Brea fire chief or the chief's designated representative.
4. From time to time, subject to availability, the Anaheim fire investigator(s) may be requested to provide training to Brea personnel on origin and cause fire investigation techniques, in order to facilitate initial origin and cause investigations in Brea.
5. As a normal practice, the Anaheim fire investigator(s) will work in coordination with the Brea Police Department on criminal investigations. The Brea Police Department will be notified by the incident commander, fire chief or the Anaheim fire investigator(s) of the Anaheim fire investigator's involvement and status under this agreement.
6. The Anaheim fire investigator(s) will provide a written report to the Brea fire chief or the chief's designated representative, for each investigation completed. All reports shall be requested through the fire departments custodial of records manager. All fees associated with the request will be waived under this agreement.

Additionally, the Anaheim fire investigator(s) shall be responsible to submit all necessary reports or other documentation to the District Attorney, through the filing agency, for prosecution of cases that are deemed prosecutable. The Anaheim fire investigator(s) shall also be available for follow-up meetings with the Brea Police Department

investigators, insurance investigators and District Attorney Personnel. The Anaheim investigator(s) shall be made available to testify in court, as required.

7. In consideration of services provided under this agreement, the City of Brea agrees to reimburse the City of Anaheim under the following established rules and formulas:
 - a. The rate of their Fire Captain Level IV Arson Investigator rate as set forth in the existing Memorandum of Understanding with the Anaheim Firefighter's Association. It will further be calculated with in one of two categories: Regular Duty (100%) or Over Time (150%).
 - b. Portal to Portal. This is defined as time of dispatch to the time of Available in Quarters. This is established for fire scene origin and cause determination, evidence collections, photographic scene documentation, data collection, and case follow up requirements as requested and approved.
 - c. All investigative services that are applicable to the fire scene origin and cause determination. This includes, but not limited to, report writing, evidence processing, interviews, meetings with law enforcement agencies, or presentation(s) to the governing agency as requested and approved. This could include training requests.
 - d. A twelve percent (12%) administrative rate will be calculated and applied to all billable hours when invoiced under this agreement.
 - e. The City of Brea agrees to provide this reimbursement within 30 calendar days of receipt of an invoice from the City of Anaheim.
 - f. City of Brea will be notified 30 days prior to an increase of any base or special pay related to the Fire Captain Level IV Arson Investigator rate with each subsequent Memorandum of Understanding with the Anaheim Firefighter's Association.
8. Anaheim agrees that it complies with the requirements for worker's compensation insurance pursuant to the provisions set forth in the California Labor Code and will provide worker's compensation benefits to its fire investigator(s).
9. Each party hereto shall defend, indemnify, and hold harmless the other party and its respective council members, officers, employees, and agents, from and against any and all liabilities, claims, demands, debts, suits, actions, and causes, arising out of any negligent or willful act or omission of such indemnifying party or its officers, employees or agents, done or performed pursuant to the terms and conditions of this agreement.

10. This agreement shall be effective as of the day and year hereinabove written and continue until terminated by either party by giving thirty (30) days written notice. Written notice shall be delivered or mailed to:

To Anaheim:

Attn: Fire Chief

Anaheim Fire & Rescue

201 S. Anaheim Blvd. Ste. 300

Anaheim, CA 92805

To Brea:

Attn: Fire Chief

Brea Fire Department

303 W. Commonwealth Ave.

Fullerton, CA 92832

IN WITNESS WHEREOF, the duly authorized officials of the parties hereto have, in their respective capacities, set their hands as of the date first hereinabove written.

CITY OF ANAHEIM

Dated: _____

By: _____

Mayor

City Clerk

APPROVED AS TO FORM:

City Attorney

REVIEWED AND APPROVED:

INITIATED AND APPROVED:

City Manager

Fire Chief

CITY OF BREA

Dated: _____

By: _____

Mayor

APPROVED AS TO FORM:

By: _____

Attorney for the City of Brea

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Mario Maldonado

DATE: 02/11/2020

SUBJECT: Amend the Part-Time Employment and Benefits Policy to Revise Salary Range for the Facilities Worker Position

RECOMMENDATION

Approve a resolution amending the Part-Time Employment and Benefits Policy by revising the salary range for the Facilities Worker position.

BACKGROUND/DISCUSSION

At the May 7, 2019, City Council meeting, the City Council approved amendments to the Part-Time Employment and Benefits Policy to increase salaries of certain classifications to comply with the State of California minimum wage laws. Effective January 1, 2020, a state mandated minimum wage increase from \$12.00 per hour to \$13.00 per hour was implemented resulting in salary adjustments to a total of nine Part-Time classifications. The minimum wage is projected to increase to \$15.00 per hour by January 1, 2022. The current Part-Time policy includes language that if subordinate classifications are receiving a minimum wage increase, other classifications in the series would receive a salary adjustment to maintain a minimum of five percent (5%) between the classifications due to salary compaction. The Community Services Worker, Community Services Leader and Senior Community Services Leader series were impacted by this change and the salary adjustments were implemented on January 1, 2020. The Facilities Worker position was also impacted by this change resulting in a salary compaction of less than five percent, but the position was not adjusted because staff did not have authority to do so.

Historically, the salary range for a position is established when the classification is adopted by the City Council. If the salary is set by tying it to another salary range, it is noted on the staff report so any future increases are automatically applied to all tied positions. Since its adoption on October 18, 1994, the Facilities Worker classification salary range has always been the same as the Senior Community Services Leader salary range, although it was not reflected on the staff report or resolution tying their salary ranges. This was as a result of all Part-Time positions receiving the same Cost of Living Adjustments throughout various amendments to the policy. In researching the history of this position, the staff report does talk about Facilities Worker tasks requiring a higher classification than Community Services Leader or Community Services Worker. Accordingly, the report concluded that the Facilities Worker salary range should fall in line with the Senior Community Services Leader salary range, but fell short of tying the salary ranges.

With the recent minimum wage increase and compaction increase to the Senior Community

Services Leader salary range, Facilities Worker was not automatically adjusted because there is no record to reflect it being tied to Senior Community Services Leader nor was the position identified in the amended Part-Time policy as one that should be adjusted to minimize compaction. The Facilities Worker duties and requirements have not changed, but they are currently being paid \$0.10/hr. less than the Community Service Leader classification which has a lower skill level. Therefore, it is appropriate to adjust the salary range of this position to maintain a minimum of five percent difference with its subordinate positions receiving state mandated minimum wage increases. The current hourly salary range for Facilities Worker is set at \$13.57 – \$15.73 and the proposed hourly salary range (same as Sr. Community Service Leader) would be \$14.33 – \$16.62.

SUMMARY/FISCAL IMPACT

This action would approve a resolution amending the Part-Time Employment and Benefits Policy by revising the salary range for the Facilities Worker Position to address salary compaction resulting from the recently implemented state mandated minimum wage increases. The proposed salary range for the Facilities Worker classification would tie it to the Senior Community Services Leader salary range for any future salary increases. This would ensure that the salary range be adjusted to maintain a minimum of five percent (5%) between the classifications due to compaction issues caused by its subordinate position receiving a minimum wage increase in the future.

The proposed adjustment would impact a total of twelve Part-Time employees in the Community Services Department and two employees in the Public Works Department. If approved by the City Council, it is estimated based on current staffing levels that the change would result in approximately \$15,000 in additional funds from the general fund per fiscal year. Both department have indicated they currently have sufficient funds to absorb these adjustments.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Mario E. Maldonado, Human Resource Manager

Concurrence: Cynthia Russell, Administrative Services Director

Attachments

Part Time Resolution No. 2020-

RESOLUTION NO. 2020-____

A RESOLUTION OF THE COUNCIL OF THE CITY OF BREA AMENDING THE PART-TIME EMPLOYMENT AND BENEFITS POLICY BY REVISING THE SALARY RANGE FOR THE FACILITIES WORKER POSITION

A. RECITALS:

(i) Section 2.08.020(C)(D) of the Brea Municipal Code requires the City Council to provide a Compensation Plan for all City classifications of employment.

(ii) It is necessary from time to time to review and adjust the Compensation Plan to ensure the efficient and economical operation of the various City Departments.

(iii) It is the intent of the City Council to revise the existing compensation plan pertaining to part-time classifications.

B. RESOLUTION:

NOW, THEREFORE, be it found, determined, and resolved by the City Council of the City of Brea to:

1. Amend the Part-time Employment and Benefits Policy (Exhibit A) to make salary adjustments to part-time employee compensation by increasing the salary range of the Facilities Worker classification and thereafter adjust the salary range of this position to maintain a minimum of five percent (5%) difference with its subordinate positions receiving state mandated minimum wage increases and tying the Facilities Worker classification salary to the Senior Community Service Worker classification.

RESO NO. 2020-____
February 18, 2020

APPROVED AND ADOPTED this 18th day of February, 2020

Marty Simonoff, Mayor

ATTEST: _____
Lillian Harris-Neal, City Clerk

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing resolution was introduced at a regular meeting of the City Council of the City of Brea, held on the 7th day of May, 2019, and was adopted by the following votes:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAINED: COUNCILMEMBERS:

Dated: _____

RESO NO. 2020-_____
February 18, 2020

Lillian Harris-Neal, City Clerk

EXHIBIT A

RESO NO. 2020-_____
February 18, 2020