



# CITY of CLOVIS

## AGENDA • CITY COUNCIL MEETING

Council Chamber, 1033 Fifth Street, Clovis, CA 93612 (559) 324-2060  
[www.cityofclovis.com](http://www.cityofclovis.com)

January 11, 2021

6:00 PM

Council Chamber

In compliance with the Americans with Disabilities Act, if you need special assistance to access the City Council Chamber to participate at this meeting, please contact the City Clerk or General Services Director at (559) 324-2060 (TTY – 711). Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to the Council Chamber.

### **\*SPECIAL NOTICE REGARDING PUBLIC PARTICIPATION DUE TO COVID-19\***

Given the current Shelter-in-Place Order covering the State of California and the Social Distance Guidelines issued by Federal, State, and Local Authorities, the City is implementing the following changes to participate in Council meetings until notified otherwise. The Council chambers will be open to the public but we will be implementing social distancing policies and will limit the number of people who may be in the Council chambers. Face masks are required to attend. We are encouraging residents to participate virtually following the directions below. If you are sick, please do not attend the meeting. Any member of the City Council may participate from a remote location by teleconference.

- The meeting will be webcast and accessed at: <https://cityofclovis.com/government/city-council/city-council-agendas/>

### **Written Comments**

- Members of the public are encouraged to submit written comments at: <https://cityofclovis.com/government/city-council/city-council-agendas/> at least two (2) hours before the meeting (4:00 p.m.). You will be prompted to provide:

- Council Meeting Date
- Item Number
- Name
- Email
- Comment



- Please submit a separate form for each item you are commenting on.
- A copy of your written comment will be provided to the City Council noting the item number. If you wish to make a verbal comment, please see instructions below.
- Please be aware that any written comments received that do not specify a particular agenda item will be marked for the general public comment portion of the agenda.

- If a written comment is received after 4:00 p.m. on the day of the meeting, efforts will be made to provide the comment to the City Council during the meeting. However, staff cannot guarantee that written comments received after 4:00 p.m. will be provided to City Council during the meeting. All written comments received prior to the end of the meeting will be made part of the record of proceedings.

### **Verbal Comments**

- If you wish to speak to the Council on an item by telephone, you should contact the City Clerk at (559) 324-2060 no later than 4:00 p.m. the day of the meeting.
- You will be asked to provide your name, phone number, and your email. You will be emailed instructions to log into Webex to participate in the meeting. Staff recommends participants log into the Webex at 5:30 p.m. the day of the meeting to perform an audio check.
- All callers will be placed on mute, and at the appropriate time for your comment your microphone will be unmuted.
- You will be able to speak to the Council for up to three (3) minutes.

### **Webex Participation**

- Reasonable efforts will be made to allow written and verbal comment from a participant communicating with the host of the virtual meeting. To do so, a participant will need to chat with the host and request to make a written or verbal comment. The host will make reasonable efforts to make written and verbal comments available to the City Council. Due to the new untested format of these meetings, the City cannot guarantee that these written and verbal comments initiated via chat will occur. Participants desiring to make a verbal comment via chat will need to ensure that they accessed the meeting with audio transmission capabilities.

### **CALL TO ORDER**

### **FLAG SALUTE - Councilmember Ashbeck**

### **ROLL CALL**

### **PRESENTATIONS/PROCLAMATIONS**

1. Presentation Recognizing and Thanking Ann Bianchi for 37 years of service to the City of Clovis.

**Public Comments** - This is an opportunity for the members of the public to address the City Council on any matter within the City Council's jurisdiction that is not listed on the Agenda. In order for everyone to be heard, please limit your comments to 5 minutes or less, or 10 minutes per topic. Anyone wishing to be placed on the Agenda for a specific topic should contact the City Manager's office and submit correspondence at least 10 days before the desired date of appearance.

**ORDINANCES AND RESOLUTIONS** - With respect to the approval of resolutions and ordinances, the reading of the title shall be deemed a motion to waive a reading of the complete resolution or ordinance and unless there is a request by a Councilmember that the resolution or ordinance be read in full, further reading of the resolution or ordinance shall be deemed waived by unanimous consent of the Council.

**CONSENT CALENDAR** - Items considered routine in nature are to be placed upon the Consent Calendar. They will all be considered and voted upon in one vote as one item unless a Councilmember requests individual consideration. A Councilmember's vote in favor of the Consent Calendar is considered and recorded as a separate affirmative vote in favor of each action listed. Motions in favor of adoption of the Consent Calendar are deemed to include a motion to waive the reading of any ordinance or resolution on the Consent Calendar. For adoption of ordinances, only those that have received a unanimous vote upon introduction are considered Consent items.

2. Administration - Approval - Minutes from the January 4, 2021 Council Meeting.
3. Fire - Approval – Authorizing the City Manager to sign the Master Instructional Agreement between Fresno City College and City of Clovis Fire Department.
4. General Services – Approval – Res. 21-\_\_\_\_, Amending the City's Classification and Compensation Plan by Revising Public Safety Dispatcher and Lead Public Safety Dispatcher Classifications; and Approval – Res. 21-\_\_\_\_, Amending the Position Allocation Plan in the Police Department.

**ADMINISTRATIVE ITEMS**- Administrative Items are matters on the regular City Council Agenda other than Public Hearings.

5. Consider Various Actions Associated with CIP 18-12, Fire Station 6, located near the intersection of Loma Vista Parkway and Encino Avenue near the center of Loma Vista Community Center South:

1. Consider Approval - For the City Council to Award a Contract for the Construction of Fire Station 6 to Seals Construction Inc. in the amount of \$5,308,040; and
2. Consider Approval - For the City Council to authorize the City Manager to execute the contract on behalf of the City; and
3. Consider Approval – A request to Authorize Staff to Develop an Agreement Memorializing a \$5,000,000 Inter-Fund loan from the Water Fund to the General Government Services Fund to Finance the Construction of Fire Station 6.

**Staff:** Thad Avery, Supervising Civil Engineer  
**Recommendation:** Approve

6. Consider Various Actions Associated with Fire Station 2, located at 2300 Minnewawa Avenue, Clovis, CA:
  - a. Receive and File - Status Update on Fire Station 2 and Action Plan; and

b. Consider Approval – Res. 21-\_\_\_, Amending the General Government Services Budget and Authorizing a transfer from the General Fund to the General Government Services Fund in the amount of \$955,300; and

c. Consider Approval – Waive Formal Bidding Process and Award architectural, engineering, and construction management contract services and authorize the City Manager to execute the contracts on behalf of the City.

**Staff:** Mike Harrison, City Engineer

**Recommendation:** Approve

**WORKSHOP** - For the Clovis City Council to conduct a workshop to discuss the impact on ongoing City operations during the COVID-19 State of Emergency as declared by the Federal Government, State of California, County of Fresno, and City of Clovis; and to explore actions the City may take in response to the crisis.

## **CITY MANAGER COMMENTS**

## **COUNCIL COMMENTS**

## **ADJOURNMENT**

## **MEETINGS AND KEY ISSUES**

Regular City Council Meetings are held at 6:00 P.M. in the Council Chamber. The following are future meeting dates:

Jan. 19, 2021 (Tue.)

February 1, 2021 (Mon.)

February 8, 2021 (Mon.)

February 16, 2021 (Tue.)

**CLOVIS CITY COUNCIL MEETING**

**January 4, 2021**

**6:00 P.M.**

**Council Chamber**

Meeting called to order by Mayor Bessinger  
Flag Salute led by Councilmember Whalen

Roll Call: Present: Councilmembers Ashbeck, Flores, Mouanoutoua, Whalen  
Mayor Bessinger  
Absent: None

**PUBLIC COMMENTS - NONE**

**CONSENT CALENDAR – 6:03**

Motion by Councilmember Ashbeck, seconded by Councilmember Whalen, that the items on the Consent Calendar, except item 3, be approved, including the waiver of the reading of the ordinance. Motion carried by unanimous vote.

1. Administration - Approved - Minutes from the December 14, 2020 Council Meeting.
2. Administration - Adopted - Ord. 20-18, OA2020-002, A request to amend the Clovis Development Code as a semi-annual cleanup to address changes, deletions, typographical, grammatical, and content errors as a result of the 2014 Development Code Update. City of Clovis, applicant. (Vote 5-0)
4. Finance - Approved - **Res. 21-01**, A Resolution of Intention (ROI) to Annex Territory (Annexation #67) (T6284-Southeast Corner of Sunnyside and Teague), to the Community Facilities District (CFD) 2004-1 and to Authorize the Levy of Special Taxes Therein and Setting the Public Hearing for February 16, 2021.
5. Planning and Development Services – Approved – **Res. 21-02**, Final Map Tract 6164, located at the southwest area of Dakota Avenue and Leonard Avenue (DYP 6164 LP, A California Limited Partnership).
6. Planning and Development Services – Approved – **Res. 21-03**, Annexation of Proposed Tract 6164, located at the southwest area of Dakota Avenue and Leonard Avenue to the Landscape Maintenance District No. 1 of the City of Clovis. (DYP 6164 LP, A California Limited Partnership).
7. Planning and Development Services – Approved - **Res. 21-04**, A request to adopt a resolution initiating amendments to the City of Clovis General Plan and Development Code to remove inconsistencies and allow development consistent with the R-T (Research and Technology) Park Zone District within the area planned for the City’s Research and Technology Park.

6:04 - CONSENT CALENDAR ITEM 3 - ADMINISTRATION - RECEIVED AND FILED – BUSINESS ORGANIZATION OF OLD TOWN (BOOT) FIRST QUARTER REPORT, JULY THROUGH SEPTEMBER 2020.

Councilmember Flores indicated that he would recuse himself from consideration of this item due to a potential conflict of interest based on a property interest in the Old Town area. There being no public comment, Mayor Bessinger closed the public portion. Discussion

by the Council. Motion by Councilmember Ashbeck, seconded by Councilmember Whalen, for the Council to receive and file the Business Organization of Old Town (BOOT) First Quarter Report, July through September 2020. Motion carried 4-0-0-1 with Councilmember Flores abstaining.

**PUBLIC HEARINGS**

ITEM 8 – 6:07 - APPROVED - **RES. 21-05**, GPA2020-003, A REQUEST TO AMEND THE TEXT OF THE GENERAL PLAN TO INCORPORATE LANGUAGE TO ENSURE CONSISTENCY BETWEEN THE GENERAL PLAN AND THE FRESNO COUNTY AIRPORT LAND USE COMPATIBILITY PLAN. CITY OF CLOVIS, APPLICANT.

City Planner Dave Merchan presented a report on a request to amend the text of the General Plan to incorporate language to ensure consistency between the General Plan and the Fresno County Airport Land Use Compatibility Plan. The City’s Research and Technology (R-T) Park was originally established in the late 1990’s in an effort to attract high quality employment opportunities to the Clovis community and greater region. With the adoption of the current General Plan in 2014, some of the original elements of the R-T Park were erroneously left out. Additionally, much of the area planned for the R-T Park is not actually zoned R-T, it retains the old R-A (Single Family-Very Low Density) zoning from when the area was first annexed into the City. These inconsistencies have created uncertainty as to what development is intended to occur within the R-T Park area and what standards should be applied. Staff recommends that the Council initiate General Plan and Development Code amendments to remove the inconsistencies and clarify the intent of the R-T Park.

There being no public comment, Mayor Bessinger closed the public portion. Discussion by the Council. Motion by Councilmember Ashbeck, seconded by Councilmember Flores, for the Council to approve a resolution amending the text of the General Plan to incorporate language to ensure consistency between the General Plan and the Fresno County Airport Land Use Compatibility Plan. Motion carried by unanimous vote.

ITEM 9 – 6:21 - APPROVED – **RES. 21-06**, ADOPTION OF A RESOLUTION AMENDING THE 2019-2020 COMMUNITY DEVELOPMENT BLOCK GRANT ANNUAL ACTION PLAN; AND APPROVED – **RES. 21-07**, AMENDING THE FY 2020-2021 HOUSING AND COMMUNITY DEVELOPMENT BUDGET TO INCREASE THE FUNDS BY \$100,000.

Community and Economic Development Director Andy Haussler presented a report on a request to adopt a resolution amending the 2019-2020 Community Development Block Grant (CDBG) Annual Action Plan to eliminate the Dennis/Beverly Alley Project and increase funds in the Emergency Housing Payments Program by \$100,000, and amend the FY 2020-2021 Housing and Community Development Budget to increase the funds by \$100,000. Demand for the Emergency Housing Payments Program has been greater than funding previously made available. Staff is recommending utilizing savings from previously completed projects, in the amount of \$100,000, to further fund the Emergency Housing Payments Program. In order to achieve this, a project must be moved between program years requiring the cancellation of a current year project (Dennis/Beverly Alley) and

amending the 2019-2020 CDBG Action Plan. Staff will return to allocate funds to this project in the near future. This also requires a budget amendment.

There being no public comment, Mayor Bessinger closed the public portion. Discussion by the Council. Motion by Councilmember Ashbeck, seconded by Councilmember Flores, for the Council to approve a resolution amending the 2019-2020 Community Development Block Grant (CDBG) Annual Action Plan to eliminate the Dennis/Beverly Alley Project and increase funds in the Emergency Housing Payments Program by \$100,000, and amend the FY 2020-2021 Housing and Community Development Budget to increase the funds by \$100,000. Motion carried by unanimous vote.

**WORKSHOP 6:31**

City Manager Luke Serpa presented City Council an update on the pandemic numbers.

**COUNCIL COMMENTS 6:42**

Councilmember Whalen commented on the arrest of Nathan Larson who is being held in the Denver County jail on suspicion of misdemeanor harboring a minor and faces felony charges in Fresno County on suspicion of kidnapping, child abduction, soliciting child pornography from a minor and meeting a child for the intention of sex, and thanked the staff of the Fresno County Airport Police for their involvement.

Councilmember Ashbeck commented on what is termed “Ghost Kitchens” and suggest that staff look into current processing / permitting to determine if changes could be made to support. She also commented on a resident complaint near Shepherd and Peach regarding whole mailboxes being stolen and requested staff look into the possibility of installing a light near where the mailbox is being stolen.

Mayor Bessinger adjourned the meeting of the Council to January 11, 2021

Meeting adjourned: 6:50 p.m.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk



# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Fire Department

DATE: January 11, 2021

SUBJECT: Fire - Approval – Authorizing the City Manager to sign the Master Instructional Agreement between Fresno City College and City of Clovis Fire Department.

ATTACHMENTS: 

1. 2021-2024 Master Service Agreement between Fresno City College and City of Clovis Fire Department
2. Amendment to the existing 2017–2021 Master Service Agreement between Fresno City College and City of Clovis Fire Department

### CONFLICT OF INTEREST

None.

### RECOMMENDATION

For the City Council to authorize the City Fire Chief to sign a Master Instructional Agreement between Fresno City College and the Clovis Fire Department, and an amendment to the existing 2017–2021 Master Instructional Agreement.

### EXECUTIVE SUMMARY

Over the past 18 years, the Clovis Fire Department has had instructional service agreements with several community colleges. These agreements are to reimburse the Fire Department for training topics that fall under the Education Code, specifically Vocational Education. This is training that Fire Department employees receive during their initial hiring academy, promotional preparation and/or our annual ongoing training. The attached agreement states Fresno City College (FCC) will reimburse the City of Clovis 58% in 2021, 59% in 2022, and 60% in 2023 of their State Base Apportionment, based upon completed hours of training per student. The Fire Department has an existing instructional service agreement with FCC, which will require amending the current end date to match the 2020–2021 academic calendar. The current agreement states that it will be expiring on June 30, 2021 and the amendment is for May 30, 2021. The attached agreement is the same terms as our current agreement, except for the change in the reimbursement calculation. The change is move from a per hour rate to an adjusted percentage of allotment FCC receives from the State.



This way we are more partners and our reimbursement will either increase or decrease as the funding is allocated from the State.

### **BACKGROUND**

The Fire Department has an existing Instructional Services Agreement (ISA) with Fresno City College (FCC) to reimburse the department for instruction we provide to our personnel that meet the required course outlines established by FCC. In the past, these ISA agreements have been for a flat hourly rate reimbursement. As a result of changes in the College's apportionment from the State required changes in our agreement, in order to have a more cooperative agreement, reimbursement will now be paid by a percentage of the State apportionment, with the percentage of reimbursement to increase by 1% each year of this agreement. The proposed agreement has been reviewed by the City Attorney. The term of the new agreement is from May 1, 2021 until June 30, 2024.

Currently, the Fire Department gets reimbursed for around 8,000 student hours annually and this equates to approximately \$32,000 annually for the Fire Department. These revenue funds have already been approved in the FY2020-2021 budget.

### **FISCAL IMPACT**

This agreement with Fresno City College will be an extension of terms from our existing agreement the Fire Department has with Fresno City College for instructional services for an additional three years. The revenue projected for FY2020-2021 will be the same.

### **REASON FOR RECOMMENDATION**

This agreement and amendment to our existing agreement is required for the Fire Department to receive reimbursement for college eligible vocational education training that offsets costs associated with our initial and ongoing firefighter training.

### **ACTIONS FOLLOWING APPROVAL**

Prepare contract for signature by the City Manager.

Prepared by: John Binaski, Fire Chief

Reviewed by: City Manager *[Signature]*

**INSTRUCTIONAL SERVICE AGREEMENT  
BETWEEN  
FRESNO CITY COLLEGE  
AND  
CITY OF CLOVIS**

This Agreement is made and entered into this 1<sup>st</sup> day of May, 2021 by and between Fresno City College (FCC), a college of the State Center Community College District (SCCCD), and the City of "Clovis", a municipal corporation, (CLV) (together, "the parties").

**WITNESSETH**

WHEREAS, FCC is authorized by the California Education Code ("Education Code") and Title 5 of the California Code of Regulations ("Title 5"), to conduct Contract Instruction, Assessment and Counseling Services to serve community needs; and

WHEREAS, CLV desires to contract with FCC for to provide educational services to its in-service personnel as set forth herein; and

WHEREAS, the parties mutually desire cooperation of the parties to provide quality instruction and training to meet community needs, as set forth herein.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and promises hereinafter contained to be kept and performed by the respective parties, FCC and CFD mutually agree as follows:

Section 1. RESPONSIBILITIES OF FCC

- a. FCC shall offer approved courses to meet educational needs and requirements of the City of Clovis' Fire Department (hereafter referred to as CLV) in-service personnel (all class participants are in-service fire personnel and shall hereafter be referred to as "students").
- b. FCC shall provide a faculty coordinator to work with CLV. Said faculty coordinator shall act as the CLV co-instructor for all FCC affiliated educational courses. Under no circumstances, however, shall the faculty coordinator have authority over the remaining operations of CLV, including but not limited to, personnel issues concerning CLV employees, operational budget, or the use, maintenance, or scheduling of CLV facilities.
- c. FCC and CLV will mutually ensure ancillary and support services are provided for the students (e.g. Counseling, Guidance, & Placement Assistance).
- d. FCC shall assist CLV in registration and other support services to students in order to adequately manage and control the college's course offerings.
- e. FCC shall approve selection of instructors and evaluate the quality of instruction to ensure that it meets the needs of the students and the accreditation requirements of FCC. FCC shall have the primary right to control and direct the

- instructional activities of all instructors.
- f. FCC shall ensure that course offerings meet all appropriate requirements of the Education Code and Title 5.
  - g. FCC shall consult CLV on any revisions to existing FCC courses designed for the CLV program, initiation of new courses, or any other changes, in order to ensure the quality of educational services and to meet the needs of CLV.
  - h. FCC shall provide the use of its facilities and equipment free of charge for use by the CLV, on an as-needed, space available basis for Instructional Service Agreement (ISA) partner programs. FCC shall attempt to provide use of said facilities and equipment during normal business hours.
  - i. FCC shall demonstrate control and direction through such actions as: providing the instructor of record an orientation, instructor's manual, Title 5 course outlines, curriculum materials, testing and grading procedures and any other materials and services it would provide its adjunct instructors on campus.
  - j. By signing this Agreement, FCC certifies it does not receive full compensation for direct education costs of the course from any public or private agency, individual or group.
  - k. FCC has the primary right and responsibility to control and direct the activities of the person or persons furnished by the CLV during the term of the Agreement.

## Section 2. RESPONSIBILITIES OF CLV

- a. CLV shall provide classroom space for use as off-campus sites by FCC, free of charge for Instructional Service Agreement (ISA) courses.
- b. CLV shall provide instructors, equipment, materials, day-to-day management support, and all other related overhead necessary to conduct FCC's ISA courses.
- c. CLV shall cooperate with FCC to ensure all personnel, equipment, and materials used in carrying out its responsibilities under this Agreement conform to Education Code and Title 5 mandated standards governing instructional programs, including minimum qualifications for instructors.
- d. CLV shall use the money received as compensation for services under this Agreement for educational and training related purposes as they relate to fire and public safety training programs.
- e. CLV shall assist FCC in collecting all instructional fees associated with the class offerings under this Agreement.
- f. CLV shall pay the tuition fee of \$46 per unit for all CLV students enrolled in ISA courses.
- g. CLV shall pay the off-site health fee of \$13 per semester for all CLV students.
- h. Records of student attendance and registration shall be submitted by CLV to FCC regularly and then maintained by FCC. Records will be open for review at all times by officials of the college and submitted on a schedule developed by FCC by no later than July 1<sup>st</sup> annually (**see Appendix A**).
- i. By signing this Agreement, the CLV certifies the training facility is open to the public and the instructional activities agreed upon herein will not be fully funded by other sources.

### Section 3. PAYMENT FOR SERVICES

- a. In consideration of the services provided herein, FCC shall pay the CLV 58% in academic year 2021-2022, 59% in academic year 2022-2023, and 60% in academic year 2023-2024 of the state base appointment earned due to eligible instructional Full-Time Equivalent Student (FTES) hours (**see Appendix B**).
- b. Above hours shall not exceed 50,000 Student Instructional Hours per academic year, only applicable in academic years when the California Community College Chancellor's Office (CCCCO) implements apportionment caps for its colleges. Notice would be provided to CLV no later than October 30<sup>th</sup> annually if CCCC) apportionment caps will be in place for the academic year.
- c. CLV shall submit to FCC an invoice for all mutually agreed upon instructional Full-Time Equivalent Student (FTES) hours provided under this Agreement. FCC shall pay CLV the agreed contract price within the agreed upon timeline for the fiscal year, to be established by no later than July 1<sup>st</sup> annually (**see Appendix C**). Any adjustments to the fiscal year timeline must be presented a minimum of forty-five (45) days prior to the end of any given course section.
- d. Instructional Full-Time Equivalent Student (FTES) hours are defined as those hours reported on SCCCD's CCFS-320 Report, California Community Colleges Apportionment Attendance Reports, which are subject to audit by SCCCD's independent auditor and the California Community Colleges Chancellor's Office.

### Section 4. INDEMNIFICATION

- a. CLV shall indemnify, hold harmless and defend FCC, and each of its officers, officials, agents, and volunteers from and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by CLV, FCC or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions of CLV or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement; provided nothing herein shall constitute a waiver by CLV of governmental immunities including California Government Code Section 810 et seq.
- b. FCC shall indemnify, hold harmless and defend CLV and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the CLV, FCC or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions of FCC or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement; provided nothing herein shall constitute a waiver by FCC of governmental immunities including California Government Code Section 810 et seq.
- c. In the event of concurrent negligence on the part of FCC or any of its officers,

officials, employees, agents or volunteers, and CLV or any of its officers, officials, employees, agents or volunteers, the liability for any and all such claims, demands and actions in law or equity for such losses, fines, penalties, forfeitures, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.

- d. This section shall survive expiration or termination of this Agreement.

Section 5. INSURANCE

- a. Each party shall insure its activities in connection with this Agreement and maintain at all times insurance in coverage and limit amounts reasonably necessary to protect itself against injuries and damages arising from the acts or omissions caused by each party, their respective Boards, officers, employees and agents in the performance of this Agreement. This insurance requirement may be satisfied through a program of self-insurance, or insurance coverage afforded to public entities through a Joint Powers Authority (JPA) risk pool.

Section 6. MISCELLANEOUS PROVISIONS

- a. If any provisions of this Agreement are found to be, or become, contrary to applicable law or regulations, or court decisions, FCC and CLV agree that the Agreement shall be renegotiated as it relates to said provision, and the remainder of the Agreement shall remain in full force and effect.
- b. Term and Termination. The term of this Agreement shall start on May 1, 2021, and terminate on June 30, 2024. Notwithstanding the foregoing, this Agreement may be terminated at any time, with or without cause, upon written notice given to the other party at least thirty (30) days prior to the end of the term in which classes are currently in session. In the event of such termination, each party shall fully pay and discharge all obligations accruing to the other party up to and including the date of termination. Neither party shall incur any additional liability to the other by reason of such termination.
- c. Either party hereto maintains the right to cancel services prior to the beginning of each course at no cost to either party to this Agreement.
- d. Nondiscrimination. To the extent required by controlling federal, state and local law, the parties shall not employ discriminatory practices in the provision of services, course instruction, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.
- e. This Agreement supersedes any and all other agreements, oral or written, between the parties hereto with respect to the use of the aforesaid facilities or services and contains all covenants and agreements between the parties with respect hereto. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or by anyone acting on behalf of any parties, which are not embodied herein, and that no other agreement, statement, or promise not contained herein shall be valid or binding. Any modification to this Agreement shall be effective only if it is in writing and signed by the CLV and FCC in the form of an amendment to this Agreement.

- f. Compliance with Law. In providing the services required under this Agreement, FCC shall at all times comply with all applicable laws of the United States, the State of California, the CLV, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.
- g. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.
- h. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
- i. No Third-Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.
- j. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant, or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.
- k. Notice or correspondence required by this Agreement shall be delivered personally or by United States mail as follows:

To FCC:	Peter Cacossa	To CLV:	John Binaski
	Career & Technology Center 2930 E. Annadale Avenue Fresno, CA 93725		Clovis Fire Department 1233 Fifth St. Clovis, CA 93612

- l. The specific course(s) covered under this Agreement are described in **Appendix D**, which are incorporated herein by this reference.
- m. CLV shall provide FCC request to add existing course(s) or sections with a minimum of 40 days advanced notice to FCC prior to the class start date. Each additional course of instruction shall require a written agreement to offer the course signed by City/County's administrator or designee as well as the FCC Vice President of Instruction or designee. The course details must be set forth in writing as with the course(s) listed above, and will become attachments to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Fresno, California to be effective May 1, 2021.

<p><b>City of Clovis Fire Department, a Municipal Corporation</b></p>  <hr/> <p>John Binaski, Fire Chief</p> <p>Date: _____</p> <p>ATTEST:</p> <hr/> <p>John Holt, City Clerk</p> <p>Date: _____</p>	<p><b>Fresno City College, a college of the State Center Community College District</b></p>  <hr/> <p>Cheryl Sullivan, SCCC Vice Chancellor of Finance and Administration</p> <p>Date: _____</p> <p>REVIEWED AND RECOMMENDED FOR APPROVAL:</p>  <hr/> <p>Dr. Carole Goldsmith, FCC President</p> <p>Date: _____</p> <p>APPROVED AS TO LEGAL FORM:</p>  <hr/> <p>Matthew Besmer, SCCC General Counsel</p> <p>Date: _____</p>
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**APPENDIX A****Projected Student Attendance & Registration Records Schedule for 2021-2022:**

1. Training Hours & Student Applications Agency Cut Off Date on the last Friday of each month:
  - a. Friday, July 30, 2021
  - b. Friday, August 27, 2021
  - c. Friday, September 24, 2021
  - d. Friday, October 29, 2021
  - e. Friday, November 26, 2021
  - f. Friday, December 31, 2021
  - g. Friday, January 28, 2022
  - h. Friday, February 25, 2022
  - i. Friday, March 25, 2022
  - j. Friday, April 29, 2022
  - k. Friday, May 27, 2022
  - l. Friday, June 24, 2022
  
2. Due date to FCC FIRET program staff is first Friday of the following month:
  - a. Friday, July 2, 2021
  - b. Friday, August 6, 2021
  - c. Friday, September 3, 2021
  - d. Friday, October 1, 2021
  - e. Friday, November 5, 2021
  - f. Friday, December 3, 2021
  - g. Friday, January 7, 2022
  - h. Friday, February 4, 2022
  - i. Friday, March 4, 2022
  - j. Friday, April 1, 2022
  - k. Friday, May 6, 2022
  - l. Friday, June 3, 2022
  
3. Deadlines for Any Final Student Applications and Unresolved Academic and/or Financial Holds for the Section:
  - a. Friday, November 26, 2021
  - b. Friday, May 27, 2022



**APPENDIX B**

FCC Payment Split with the CFD:

First method is to generate Full-Time Equivalent Student numbers in order to calculate the percentage split of apportionment collected. Full-Time Equivalent Student hours are then multiplied by a percentage split based on the State Base Apportionment determined on an annual basis. The following are a few examples per a single Instructional Service Agreement (ISA) course:

58% in academic year 2021-2022 of the instructional Full-Time Equivalent Student (FTES) eligible for state base apportionment based on Daily Student Contact Hours (DSCHs). The following is the formula that will be applied for payment:

$$DSCH = \frac{\# \text{ of Students } \times \# \text{ of Hours Per Unit}}{525} = \# \text{ of FTES}$$

$$\# \text{ of FTES } \times 58\% \text{ of State Base Apportionment } (\$4,013.61 \text{ for } 19\text{-}20) = \$ \text{ Amount to be Paid}$$

Three examples would be as follows,

**FIRET-233 (0.4 unit):**

Units and Hours: 0.4 unit					
<b>Summary</b>					
Minimum Credit Units	0.4	Total Course In-Class (Contact) Hours	24.12	Total Student Learning Hours	24.12
Maximum Credit Units	0.4	Total Course Out-of-Class Hours	No value	Faculty Load	1.01
<b>Detail</b>					
<b>Weekly Student Hours</b>		<b>Course Student Hours</b>			
<b>In Class</b>	<b>Out of Class</b>	<b>Course Duration (Weeks)</b>	18		
Lecture No value	No value	<b>Hours per unit divisor</b>	54		
Hours		<b>Course In-Class (Contact) Hours</b>			
Lab 1.34	No value	Lecture	No value		
Hours		Lab	24.12		
Activity No value	No value	Activity	No value		
Hours		<b>Total</b>	24.12		
		<b>Course Out-of-Class Hours</b>			
		Lecture	No value		
		Lab	No value		
		Activity	No value		
		<b>Total</b>	No value		

$$DSCH = \frac{15 \text{ students } \times 24.12 \text{ hours for } 0.4 \text{ Unit}}{525} = 0.6891428 \text{ FTES } \times 58\% \text{ of } \$4,013.61 = \$1,604.25$$

APPENDIX B (continued)

**FIRET-233 (1.0 unit):**

Units and Hours: 1 unit					
<b>Summary</b>					
Minimum Credit Units	1	Total Course In-Class (Contact) Hours	80.1	Total Student Learning Hours	80.1
Maximum Credit Units	1	Total Course Out-of-Class Hours	No value	Faculty Load	3.34
<b>Detail</b>					
<b>Weekly Student Hours</b>		<b>Course Student Hours</b>			
<b>In Class</b>	<b>Out of Class</b>	<b>Course Duration (Weeks)</b>	18		
Lecture No value	No value	<b>Hours per unit divisor</b>	54		
Hours		<b>Course In-Class (Contact) Hours</b>			
Lab 4.45	No value	Lecture	No value		
Hours		Lab	80.1		
Activity No value	No value	Activity	No value		
Hours		<b>Total</b>	80.1		
		<b>Course Out-of-Class Hours</b>			
		Lecture	No value		
		Lab	No value		
		Activity	No value		
		<b>Total</b>	No value		

$$\text{DSCH} = \frac{15 \text{ students} \times 80.1 \text{ hours for 1.0 Unit}}{525} = 2.2885714 \text{ FTES} \times 58\% \text{ of } \$4,013.61 = \$5,327.55$$

**FIRET-133 (21.5 unit):**

Units and Hours: 1 unit					
<b>Summary</b>					
Minimum Credit Units	1	Total Course In-Class (Contact) Hours	80.1	Total Student Learning Hours	80.1
Maximum Credit Units	1	Total Course Out-of-Class Hours	No value	Faculty Load	3.34
<b>Detail</b>					
<b>Weekly Student Hours</b>		<b>Course Student Hours</b>			
<b>In Class</b>	<b>Out of Class</b>	<b>Course Duration (Weeks)</b>	18		
Lecture No value	No value	<b>Hours per unit divisor</b>	54		
Hours		<b>Course In-Class (Contact) Hours</b>			
Lab 4.45	No value	Lecture	No value		
Hours		Lab	80.1		
Activity No value	No value	Activity	No value		
Hours		<b>Total</b>	80.1		
		<b>Course Out-of-Class Hours</b>			
		Lecture	No value		
		Lab	No value		
		Activity	No value		
		<b>Total</b>	No value		

$$\text{DSCH} = \frac{15 \text{ students} \times 576 \text{ hours for 21.5 Unit}}{525} = 16.457142 \text{ FTES} \times 58\% \text{ of } \$4,013.61 = \$38,310.48$$

APPENDIX B (continued)

AJ-233R (0.1 unit):

Units and Hours: 10.8 Hours (0.2)

Summary					
Minimum Credit Units	0.1	Total Course In-Class (Contact) Hours	10.8	Total Student Learning Hours	10.8
Maximum Credit Units	0.1	Total Course Out-of-Class Hours	No value	Faculty Load	0.44

Detail

Weekly Student Hours		Course Student Hours	
In Class	Out of Class	Course Duration (Weeks)	Hours per unit divisor
Lecture No value	No value	18	54
Hours			
Lab 0.58	No value	Course In-Class (Contact) Hours	
Hours		Lecture	No value
Activity No value	No value	Lab	10.8
Hours		Activity	No value
		Total	10.8
		Course Out-of-Class Hours	
		Lecture	No value
		Lab	No value
		Activity	No value
		Total	No value

$$\text{DSCH} = \frac{15 \text{ students} \times 10.8 \text{ hours for 0.1 Unit}}{525} = 0.3085714 \text{ FTES} \times 58\% \text{ of } \$4,013.61 = \$718.32$$

## APPENDIX C

### Section Schedules and Processing Timeframes for **2021-2022**:

- May 30, 2021-December 17, 2021 (Both AJ & FIRET)
- April 4, 2021-December 17, 2021 (*FIRET-136 Only*)
- November 27, 2021-June 17, 2022 (All AJ & FIRET)
- May 27, 2022-December 16, 2022 (All AJ & FIRET)
- July 6, 2020-July 2, 2021 (Paramedic ONLY – Class 52)
- January 4, 2021-December 31, 2021 (Paramedic ONLY – Class 53)
- January 4, 2021-July 2, 2021 (Paramedic ONLY – Class 54)
- July 5, 2021-July 1, 2022 (Paramedic ONLY – Class 54)
- July 5, 2021-December 31, 2021 (Paramedic ONLY – Class 55)
- January 3, 2022-December 30, 2022 (Paramedic ONLY – Class 55)
- January 3, 2022-July 1, 2022 (Paramedic ONLY – Class 56)

### **Projected** Timelines for **2021-2022** Submission of Applications and Hours, Registration and Grades, as well as 320 Reports, Invoicing, and Payments per section:

#### Section Dates: 5/30/21-12/17/21

- Training Hours Cut Off for Agency: 11/26/21
- Training Hours Submitted by Agency: 12/3/21
- Yellow Apps (ISA Sr. Program Specialist): 12/6/21-12/10/21
- Registrations (ISA Sr. Program Specialist): 12/13/21-12/15/21
- Positive Attendance Forms (A&R): 12/16/21-12/17/21
- Grades & Attendance Entered (ISA Faculty Coordinator): 12/16/21-12/20/21 by noon
- Due to DO: 1/1/22
- 320 Report Submitted: 1/14/22
- A&R Send 320 Report to FCC Academy Director: 1/21/22
- OPTIONAL (or can be combined with next section for payment):
  - FCC Academy Director Confirms and Authorizes Invoice Amounts per Agency: 1/28/22
  - Agency Submit Invoice to FCC Academy Director: 2/4/22
  - FCC Sends Invoice for Payment: 2/11/22
  - SCCCD Sends Check to Agency: 2/14/22-2/24/22

#### Section Dates: 11/27/21-6/17/22

- Training Hours Cut Off for Agency: 5/27/22
- Training Hours Submitted by Agency: 6/3/22
- Yellow Apps (ISA Sr. Program Specialist): 6/6/22-6/10/22
- Registrations (ISA Sr. Program Specialist): 6/13/22-6/15/22
- Positive Attendance Forms (A&R): 6/16/22-6/17/22
- Grades & Attendance Entered (ISA Faculty Coordinator): 6/16/22-6/20/22 by noon
- Due to DO: 7/1/22
- 320 Report Submitted: 7/15/22

- A&R Send 320 Report to FCC Academy Director: 7/22/22

**APPENDIX C** (continued)

- FCC Academy Director Confirms and Authorizes Invoice Amounts per Agency: 7/29/22
- Agency Submit Invoice to FCC Academy Director: 8/5/22
- FCC Sends Invoice for Payment: 8/12/22
- SCCCD Sends Check to Agency: 8/15/22-8/26/22

**Section Dates:** Paramedic ONLY

- Student Names & IDs from Agency: 10 business days prior to the start of the section
- Registrations (Sr. Program Specialist): 5 business days prior to the start of the section
- Training Hours Cut Off for Agency: Last day of the section
- Training Hours Submitted by Agency: Last day of the section
- Positive Attendance Forms (A&R): within 2 business days of the end of the section
- Grades & Attendance Entered (ISA Coordinator): within 3 business days of the end of the section
- 320 Report Submitted: 1/14/22 or 7/15/22
- A&R Send 320 Report to FCC Academy Director: 1/21/22 or 7/22/22
- FCC Academy Director Confirms and Authorizes Invoice Amount: 1/28/22 or 7/29/22
- Agency Submit Invoice to FCC Academy Director: 2/4/22 or 8/5/22
- FCC Sends Invoice for Payment: 2/11/22 or 8/12/22
- SCCCD Sends Check to Agency: 2/14/22-2/24/22 or 8/15/22-8/26/22

**APPENDIX D - Fire**

**FRESNO CITY COLLEGE  
ISA COURSE FORM**

AGENCY:

This course is presented under the ISA contract between Fresno City College and the above agency pursuant to the terms of said contract. The parties agree to offer the course described herein, under the same terms and conditions as set forth in said contract.

COURSE TITLE:

COURSE NUMBER:  COURSE HOURS:  UNITS:

**DESCRIPTION:**

Satisfies annual mandatory continuing education requirements of local Fire Agencies, Fresno County Health Department, the California State Fire Marshal’s Office, and appropriate sections of the California Code of Regulations; may be offered in seminar, lecture, and/or lab format; specific course deliver method to be determined by each respective agency.

**LEARNING OUTCOMES AND OBJECTIVES**

*Course Objectives*

1. Given a classroom setting and using knowledge of the Fire Technology discipline, discuss technology advances and revisions to regulations and laws as they apply to the specific fire agency.
2. Given a laboratory setting, apply the physical skills to perform various job-related tasks required by the individual’s fire protection agency.
3. Given a simulated incident scenario, apply the appropriate strategy and tactics that will address the following incident priorities: 1) life safety, 2) incident stabilization and 3) property conservation.
4. Given classroom instruction, reading assignments, and laboratory activities describe and apply the appropriate emergency medical treatment protocol for a given patient scenario as per Fresno County EMS.

*Course Student Learning Outcomes*

- |   |   |
|---|---|
| <ol style="list-style-type: none"> <li>1. Demonstrate the proper psychomotor skills and cognitive reasoning ability necessary to perform all job-related tasks.</li> <li>2. Apply current industry best practices relative to modern fire protection and technology techniques within the scope of employment.</li> </ol> | <p>Expected SLO<br/>Performance: 70</p> <p>Expected SLO<br/>Performance: 70</p> |
|---|---|

COURSE OUTLINE OF RECORD AVAILABLE IN ELUMEN

<https://fresnocitycollege.elumenapp.com/public/course/118/d9307200-c2d3-11ea-b635-7d9d4b349bb1/d9307200-c2d3-11ea-b635-7d9d4b349bb1>

**APPENDIX D - Paramedic**

**FRESNO CITY COLLEGE  
ISA COURSE FORM**

AGENCY:

These two courses are presented under the ISA contract between Fresno City College and the above agency pursuant to the terms of said contract. The parties agree to offer the course described herein, under the same terms and conditions as set forth in said contract.

COURSE TITLE:

COURSE NUMBER:  COURSE HOURS:  UNITS:

**DESCRIPTION:**

Designed to produce qualified and competent EMT - Paramedic educated and trained in all elements of prehospital advanced life support to the acutely ill or injured patients; scope of practice is in accordance with Title 22 of the California Code of Regulations.

**LEARNING OUTCOMES AND OBJECTIVES**

*Course Objectives*

1. Perform a scene size-up, identifying scene safety, manpower resources, and rescue needs.
2. Perform an initial assessment identifying and managing immediate life threats.
3. Perform detailed an on-going patient evaluations and apply appropriate treatments.
4. Document and record patient and treatment information.
5. Interact appropriately with all other emergency responders.
6. Manage triage, treatment, transport of patients in a multi-casualty event.
7. Communicate with medical control and dispatch using a variety of electronic devices.

*Course Student Learning Outcomes*

- |   |                                 |
|---|---------------------------------|
| 1. Perform an initial assessment identifying and managing immediate life threats. | Expected SLO<br>Performance: 70 |
| 2. Perform detailed and on-going patient evaluations.                             | Expected SLO<br>Performance: 70 |
| 3. Apply appropriate treatments.  | Expected SLO<br>Performance: 70 |

**COURSE OUTLINE OF RECORD AVAILABLE IN ELUMEN**

<https://fresnocitycollege.elumenapp.com/public/course/118/0fe0648a-c244-11ea-8b86-e52ff1407be1/0fe0648a-c244-11ea-8b86-e52ff1407be1>

COURSE TITLE: Emergency Medical Technician – Paramedic Clinical and Fieldwork

COURSE NUMBER: FIRET-136 COURSE HOURS: 679.5 UNITS: 13.0

DESCRIPTION:

The student will rotate through two required settings. The hospital, which consists of rotations in various departments including: emergency, surgery, labor & delivery and pediatrics, specialty units and Advanced Cardiac Life Support (ACLS), certification. The field, responding with assigned paramedic preceptors, the students will assess the scene, patients and provide appropriate care. The rotations are required to produce qualified and competent EMT-Paramedics who are educated and trained in all elements of prehospital advanced life support to the acutely ill or injured patients, in accordance with local protocols and Title 22 of the California Code of Regulations.

LEARNING OUTCOMES AND OBJECTIVES

Course Objectives

1. Perform a scene size-up, identifying scene safety, manpower resources, and rescue needs.
2. Perform an initial assessment identifying and managing immediate life threats.
3. Perform detailed an on-going patient evaluations and apply appropriate treatments.
4. Document and record patient and treatment information.
5. Interact appropriately with all other emergency responders.
6. Manage triage, treatment, transport of patients in a multi-casualty event.
7. Communicate with medical control and dispatch using a variety of electronic devices.

Course Student Learning Outcomes

- |   |                                 |
|---|---------------------------------|
| 1. Perform an initial assessment identifying and managing immediate life threats. | Expected SLO<br>Performance: 70 |
| 2. Perform detailed and on-going patient evaluations.                             | Expected SLO<br>Performance: 70 |
| 3. Apply appropriate treatments.  | Expected SLO<br>Performance: 70 |

COURSE OUTLINE OF RECORD AVAILABLE IN ELUMEN

<https://fresnocitycollege.elumenapp.com/public/course/118/19e57d43-9283-4443-8403-cccec59b2073/19e57d43-9283-4443-8403-cccec59b2073>



**APPENDIX D - Police**

**FRESNO CITY COLLEGE  
ISA COURSE LIST**

AGENCY:

These courses are presented under the ISA contract between Fresno City College and the above agency pursuant to the terms of said contract. The parties agree to offer the course described herein, under the same terms and conditions as set forth in said contract.

[AJ-233 - AR-15 Armorer Course](#)  
[AJ-233A - Tactical Firearms \(PSP\)](#)  
[AJ-233B - Firearms - Tactical Rifle](#)  
[AJ-233C - Civil Procedure for Law Enforcement Officers](#)  
[AJ-233D - Cal Gang End User Training](#)  
[AJ-233E - Police Training Officer \(PTO\)](#)  
[AJ-233F - Wilderness Tracking](#)  
[AJ-233G - Electronic Weapons](#)  
[AJ-233H - Driving \(PSP\)](#)  
[AJ-233I - Court & Temporary Holding Facility](#)  
[AJ-233J - Advanced Officer Course](#)  
[AJ-233K - Arrest & Control Update](#)  
[AJ-233L - Training Conference](#)  
[AJ-233M - Patrol Canine Handler Update](#)  
[AJ-233N - Search and Rescue Training Update](#)  
[AJ-233O - Underwater Search and Recovery Update](#)  
[AJ-233P - Search & Rescue Inclement Weather Update](#)  
[AJ-233Q - Introduction to Tactical Dispatcher Course](#)  
[AJ-233R - Response to Active Shooters Update](#)  
[AJ-233S - Training Conference - Gang Update](#)  
[AJ-233T - Training Conference - Active Shooter Update](#)  
[AJ-233U - Training Conference - Emotional Survival for Officers Update](#)  
[AJ-233V - Officer Skills Orientation Update](#)  
[AJ-233W - Pursuit Intervention Technique - PIT Update](#)  
[AJ-233X - Critical Incident Stress Debrief Update](#)  
[AJ-233Y - De-Escalation Update](#)  
[AJ-234 - Adult Corrections Officer Core Course](#)  
[AJ-234A - Adult Corrections Officer Core Enhancement Course](#)  
[AJ-234B - PC 832 Laws of Arrest](#)  
[AJ-234C - PC 932 Firearms](#)  
[AJ-235 - Reserve Officer - Firearm Update Training](#)  
[AJ-235A - Reserve Officer - Vehicle Transition Update Training](#)  
[AJ-235B - Reserve Officer Driver Awareness Issues - Below 100 Update](#)  
[AJ-235C - Reserve Officer - E.V.O.C. Update Training](#)  
[AJ-235D - Reserve Officer - C.P.R. / A.E.D. Update Training](#)  
[AJ-235E - Reserve Officer - First Aid Update Training](#)  
[AJ-235F - Reserve Officer - Electronic & Impact Weapons Update Training](#)  
[AJ-235G - Reserve Officer - Report Writing Update Training](#)

[AJ-240 - Arrest and Control Update](#)  
[AJ-240A - Tactical Rifle for Law Enforcement](#)  
[AJ-240B - Firearms Update](#)  
[AJ-240D - Driver Training - Emergency Vehicle Update](#)  
[AJ-240E - Bias Based Policing Update Training](#)  
[AJ-240F - Principled Policing Update](#)  
[AJ-240G - First Aid for Medical Injuries Update](#)  
[AJ-240H - CPR / AED Update Training](#)  
[AJ-240I - First Aid for Traumatic Injuries Update](#)  
[AJ-243 - Arrest and Control Update for Probation Officers](#)  
[AJ-243A - Juvenile Institution Orientation Training](#)  
[AJ-243B - Expandable Baton Update for Probation Officers](#)  
[AJ-243C - Pepper Spray Training for Probation Officers](#)  
[AJ-243D - Basic Use of Force Options for Probation Officers](#)  
[AJ-243E - Tactical Approaches and Entries for Probation Officers](#)  
[AJ-243F - Field Tactics Update for Probation Officers](#)  
[AJ-243G - Offender Behavior Modification](#)  
[AJ-245 - Academy Instructor Certification Course Update](#)  
[AJ-245A - Arrest & Control Techniques Update](#)  
[AJ-245B - Baton User Update](#)  
[AJ-245C - Canine Agitator](#)  
[AJ-245D - Detective School](#)  
[AJ-245E - Driver Awareness Instructor](#)  
[AJ-245F - Driver Awareness Update](#)  
[AJ-245G - Driver Training Instructor](#)  
[AJ-245H - PIT Instructor](#)  
[AJ-245I - Driver Training/EVOC/PIT Update](#)  
[AJ-245J - Driver Training Simulator](#)  
[AJ-245K - Driving / Force Option Simulator Combo](#)  
[AJ-245L - Drug Facilitated Sexual Assault](#)  
[AJ-245M - Electronic Weapons](#)  
[AJ-245N - Firearms Instructor Update](#)  
[AJ-245O - Tactical Handgun](#)  
[AJ-245P - Tactical Rifle Advanced](#)  
[AJ-245Q - Tactical Rifle Update](#)  
[AJ-245R - Tactical Rifle 1st Responder](#)  
[AJ-245S - Tactical Shotgun](#)  
[AJ-245T - Tactical Handgun Advanced](#)  
[AJ-245U - First Aid & CPR Refresher](#)  
[AJ-245V - Force Option Simulator](#)  
[AJ-245W - Less Lethal Weapons](#)  
[AJ-245X - Mental Illness Awareness Refresher](#)  
[AJ-245Y - Officer Safety/Field Tactics](#)  
[AJ-245Z - Officer Safety/Field Tactics Update](#)  
[AJ-246 - Rifle Marksmanship and Sniper](#)  
[AJ-246A - Search/Arrest Warrant](#)  
[AJ-246B - Traffic Collision Investigation Update](#)  
[AJ-246C - Use of Force Update](#)  
[AJ-246D - Perishable Skills Program I](#)

[AJ-246E - Perishable Skills Program II](#)

[AJ-246F - Rifle Instructor](#)

[AJ-246G - K9 Handler Update](#)

[AJ-246H - MACTAC - Multi Assault, Counter Terrorism Action Capabilities](#)

[AJ-246I - Basic Bicycle Patrol](#)

[AJ-246J - Drug / Alcohol Standardized Field Sobriety Tests Update](#)

[AJ-246K - Crisis Intervention Training](#)

[AJ-246L - Critical Incident Articulation Update](#)

COURSE OUTLINES OF RECORD AVAILABLE IN ELUMEN

<https://fresnocitycollege.elumenapp.com/public/course/118/d9307200-c2d3-11ea-b635-7d9d4b349bb1/d9307200-c2d3-11ea-b635-7d9d4b349bb1>

**AMENDMENT TO THE 2017 – 2021 MASTER INSTRUCTIONAL SERVICE  
AGREEMENT BETWEEN FRESNO CITY COLLEGE AND CITY OF CLOVIS FIRE  
DEPARTMENT**

AMENDMENT TO AGREEMENT ("Amendment") made and entered into as of this 1<sup>st</sup> day of March 2021, amends the Agreement entered into between the City of Clovis, a municipal corporation ("CLV"), and Fresno City College, a college of the State Center Community College District ("SCCCD").

**RECITALS**

CLV and SCCCDC entered into an Agreement, dated July 1, 2018, for services related to instructional services provided by CLV at Fresno City College ("Agreement"); and

CLV and SCCCDC now desire to end the agreement performance by June 18, 2021, and initiate a new agreement as of May 30, 2021 for any performance thereafter.

**AGREEMENT**

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual premises herein contained, and for other good and valuable consideration hereby acknowledge, the parties agree that the aforesaid Agreement be amended as follows:

1. The term of the Agreement is terminated as of June 18, 2021.
2. Except as otherwise provided herein, the Agreement entered into by CLV and SCCCDC, dated July 1, 2018, remains in full force and effect.
3. In the event of any conflict between the body of this Amendment and any Exhibit or Attachment hereto, the terms and conditions of the body of this Amendment shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Amendment, shall be null and void.

IN WITNESS WHEREOF, the parties have executed this Amendment at Fresno, California, the day and year first above written.

<p><b>City of Clovis Fire Department, a Municipal Corporation</b></p>	<p><b>Fresno City College, a college of the State Center Community College District</b></p>
<p>_____ John Binaski, Fire Chief</p>	<p>_____ Cheryl Sullivan, SCCCDC Vice Chancellor of Finance and Administration</p>
<p>Date: _____</p>	<p>Date: _____</p>
<p>ATTEST:  _____</p>	<p>REVIEWED AND RECOMMENDED FOR APPROVAL:</p>
<p>John Holt, City Clerk</p>	<p>_____ Dr. Carole Goldsmith, FCC President</p>
<p>Date: _____</p>	<p>Date: _____</p>
<p></p>	<p>APPROVED AS TO LEGAL FORM:</p>
<p></p>	<p>_____ Matthew Besmer, SCCCDC General Counsel</p>
<p></p>	<p>Date: _____</p>

**APPENDIX A****Student Attendance & Registration Records Schedule for 2020-2021:**

1. Training Hours & Student Applications Agency Cut Off Date on the last Friday of each month:
  - a. *Wednesday, July 15, 2020*
  - b. *Saturday, August 15, 2020*
  - c. *Tuesday, September 15, 2020*
  - d. Friday, October 30, 2020
  - e. Friday, November 27, 2020
  - f. Friday, December 25, 2020
  - g. Friday, January 29, 2021
  - h. Friday, February 26, 2021
  - i. Friday, March 26, 2021
  - j. Friday, April 30, 2021
  - k. Friday, May 28, 2021
  - l. Friday, June 25, 2021
  
2. Due date to FCC FIRET program staff is first Friday of the following month:
  - a. *Wednesday, July 15, 2020*
  - b. *Saturday, August 15, 2020*
  - c. *Tuesday, September 15, 2020*
  - d. Friday, November 6, 2020
  - e. Friday, December 4, 2020
  - f. Friday, January 1, 2021
  - g. Friday, February 5, 2021
  - h. Friday, March 5, 2021
  - i. Friday, April 2, 2021
  - j. Friday, May 7, 2021
  - k. Friday, June 4, 2021
  
3. Deadlines for Any Final Student Applications and Unresolved Academic and/or Financial Holds for the Section:
  - a. Friday, July 31, 2020 (*AJ Only*)
  - b. Sunday, August 9, 2020 (*FIRET Only*)
  - c. Friday, November 27, 2020
  - d. Friday, May 28, 2021

## APPENDIX B

### Section Schedules and Processing Timeframes for **2020-2021**:

- March 14, 2020-August 9, 2020 (*FIRET Only*)
- May 23, 2020-July 31, 2020 (*AJ Only*)
- August 1, 2020-December 18, 2020 (*AJ Only*)
- August 10, 2020-December 18, 2020 (*FIRET Only*)
- August 10, 2020-April 30, 2021 (*FIRET-136 Only*)
- November 28, 2020-June 18, 2021 (Both AJ & FIRET)
- January 6, 2020-July 3, 2020 (Paramedic ONLY – Class 52)
- July 6, 2020-July 2, 2021 (Paramedic ONLY – Class 52)
- August 3, 2020-January 1, 2021 (Paramedic ONLY – Class 53)
- January 4, 2021-December 31, 2021 (Paramedic ONLY – Class 53)
- January 4, 2021-July 2, 2021 (Paramedic ONLY – Class 54)

Timelines for **2020-2021** Submission of Applications and Hours, Registration and Grades, as well as 320 Reports, Invoicing, and Payments per section:

**Section Dates:** 5/26/20-7/31/20 (AJ courses) or 3/13/20-8/9/20 (FIRET courses)

**Section Dates:** 8/1/20 (AJ courses) or 8/10/20 (FIRET courses)-12/18/20

- Training Hours Cut Off for Agency: 11/27/20
- Training Hours Submitted by Agency: 12/4/20
- Yellow Apps (Sr. Program Specialist): 12/7/20-12/11/20
- Registrations (Sr. Program Specialist): 12/14/20-12/16/20
- Positive Attendance Forms (A&R): 12/17/20-12/18/20
- Grades & Attendance Entered (ISA Coordinator): 12/17/20-12/21/20 by noon
- Due to DO: 1/1/21
- 320 Report Submitted: 1/15/21
- A&R Send 320 Report to FCC Academy Director: 1/22/21
- OPTIONAL (or can be combined with next section for payment):
  - FCC Academy Director Confirms and Authorizes Invoice Amounts per Agency: 1/29/21
  - Agency Submit Invoice to FCC Academy Director: 2/5/21
  - FCC Sends Invoice for Payment: 2/12/21
  - SCCCD Sends Check to Agency: 2/15/21-2/26/21

**Section Dates:** 11/28/20-6/18/21

- Training Hours Cut Off for Agency: 5/29/21
- Training Hours Submitted by Agency: 6/4/21
- Yellow Apps (Sr. Program Specialist): 6/7/21-6/11/21
- Registrations (Sr. Program Specialist): 6/14/21-6/16/21
- Positive Attendance Forms (A&R): 6/17/21-6/18/21
- Grades & Attendance Entered (ISA Coordinator): 6/17/21-6/21/21 by noon
- Due to DO: 7/1/21
- 320 Report Submitted: 7/16/21
- A&R Send 320 Report to FCC Academy Director: 7/23/21

**APPENDIX B** (continued)

- FCC Academy Director Confirms and Authorizes Invoice Amounts per Agency: 7/30/21
- Agency Submit Invoice to FCC Academy Director: 8/6/21
- FCC Sends Invoice for Payment: 8/13/21
- SCCCD Sends Check to Agency: 8/16/21-8/27/21

**Section Dates:** Paramedic ONLY

- Student Names & IDs from Agency: 10 business days prior to the start of the section
- Registrations (Sr. Program Specialist): 5 business days prior to the start of the section
- Training Hours Cut Off for Agency: Last day of the section
- Training Hours Submitted by Agency: Last day of the section
- Positive Attendance Forms (A&R): within 2 business days of the end of the section
- Grades & Attendance Entered (ISA Coordinator): within 3 business days of the end of the section
- 320 Report Submitted: 1/15/21 or 7/16/21
- A&R Send 320 Report to FCC Academy Director: 1/22/21 or 7/23/21
- FCC Academy Director Confirms and Authorizes Invoice Amount: 1/29/21 or 7/30/21
- Agency Submit Invoice to FCC Academy Director: 2/5/21 or 8/6/21
- FCC Sends Invoice for Payment: 2/12/21 or 8/13/21
- SCCCD Sends Check to Agency: 2/15/21-2/26/21 or 8/16/21-8/27/21





# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: January 11, 2021

SUBJECT: General Services – Approval – Res. 21-\_\_\_\_, Amending the City’s Classification and Compensation Plan by Revising Public Safety Dispatcher and Lead Public Safety Dispatcher Classifications; and Approval – Res. 21-\_\_\_\_, Amending the Position Allocation Plan in the Police Department.

ATTACHMENTS:           1. Resolution Classification Revisions  
                                  2. Resolution Position Allocation Plan Adjustment

### CONFLICT OF INTEREST

None

### RECOMMENDATION

For City Council to approve Res. 21-\_\_\_\_, amending the City’s Classification and Compensation Plan by revising the Public Safety Dispatcher and Lead Public Safety Dispatcher Classifications; and to approve Res. 21- \_\_\_\_, amending the Position Allocation Plan in the Police Department.

### EXECUTIVE SUMMARY

It is recommended to revise the currently unused Public Safety Dispatcher and Lead Public Safety Dispatcher classifications to more clearly define the definition, class characteristics, education, and experience requirements of each position. Following the revision, seventeen (17) current Police Safety Officers and four (4) Lead Police Safety Officers are recommended to be converted to the Public Safety Dispatcher and Lead Public Safety Dispatcher titles. This will assist with future recruitments to more clearly describe the duties required of these positions and the more standard dispatcher title. Modification of the City’s Classification, Compensation and Position Allocation plan requires City Council’s approval.

### BACKGROUND

Approximately 20 years ago, Public Safety Dispatchers were reclassified to the Position of Police Service Officer (PSO) with the plan to assign the employees to either dispatch or field

work. However, the PSO's in the Police Communications Center largely worked within dispatch and do not venture into field work. During recent recruitments, staff determined that qualified public safety dispatchers from other agencies did not apply for the Police Service Officer position due to confusion about the title and the duties of the position. In order to entice more qualified candidates, it is determined that the PSO's and Lead PSO's working in the Police Communications Center would be better served returning their titles to Public Safety Dispatcher and Lead Public Safety Dispatcher. While not recently utilized, both the Public Safety Dispatcher and Lead Public Safety Dispatcher classifications are in the current City Classification Plan but have not been revised since 2002. The recommended updates to these classifications include the addition of clarifying verbiage regarding each classification definition, class characteristics, education and experience, and the current duties needed to perform in each of the classifications. These updated classification amendments will reflect the current needs of the Department. The monthly salary range for the Public Safety Dispatcher will be \$4,977 to \$6,049, and the monthly salary range for the Lead Public Safety Dispatcher will be \$5,701 to \$6,929, which is the same as the PSO and Lead PSO classifications.

It is also recommended that the employees who are classified in the Police Service Officer and Lead Police Service Officer classifications and are assigned to the Police Communications Center, be reclassified to the Public Safety Dispatcher and the Lead Public Safety Dispatcher classifications. This change will assist with future recruitments by using the more commonly used dispatch title and to accurately depict the duties that will be required of the incumbents. The Position Allocation Plan will be amended to convert seventeen (17) Police Service Officer positions to the Public Safety Dispatcher position, and four (4) Lead Police Service Officer positions will be converted to the Lead Public Safety Dispatcher position. The desired classification and revisions result in the need to modify the current City's Classification, Compensation and Position Allocation Plan, which requires City Council approval.

Finally, it is recommended that the Public Safety Dispatcher and the Lead Public Safety Dispatcher classifications be assigned to the Clovis Public Safety Employees Association (CPSEA) bargaining unit for representation. Representatives from CPSEA have been consulted regarding the classifications and their assignment to their bargaining unit and are in agreement with staff's recommendations.

#### **FISCAL IMPACT**

There will be no fiscal impact since the salary for the Public Safety Dispatcher and Lead Public Safety Dispatcher will be the same as the two (2) current classifications which include the Police Service Officer and Lead Police Service Officer classifications.

#### **REASON FOR RECOMMENDATION**

It is recommended that both the Public Safety Dispatcher and Lead Public Safety Dispatcher classification be revised in order to reflect an accurate description of the duties, education and experience requirements, and to improve the candidate pool. It is also recommended that the current employees working as dispatchers in the Communications Center be reclassified to the newly revised Public Safety Dispatcher and Lead Public Safety Dispatcher

classifications. Modification of the current City's Classification, Compensation and Position Allocation Plan requires City Council Approval.

**ACTIONS FOLLOWING APPROVAL**

The City's Classification, Compensation and Position Allocation Plan will be updated to reflect the changes. The position allocation will be modified as noted in Attachment A of Attachment 2 attached.

Prepared by: Lori Shively, Personnel/Risk Manager

Reviewed by: City Manager *JS*

RESOLUTION 21\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING AMENDMENTS TO THE CITY’S CLASSIFICATION PLAN AND COMPENSATION PLAN FOR THE PUBLIC SAFETY DISPATCHER AND LEAD PUBLIC SAFETY DISPATCHER CLASSIFICATIONS**

The City Council of the City of Clovis resolves as follows:

**WHEREAS**, it has been determined that amendments to the classifications, and updates to the definition, class characteristics, and the education and experience sections of the Public Safety Dispatcher and Lead Public Safety Dispatcher classifications are necessary in order to accurately depict the requirements of each position; and

**WHEREAS**, it has been determined that the appropriate salary range for the Public Safety Dispatcher classification is \$4,977 to \$6,049 and the appropriate salary range for the Lead Public Safety Dispatcher is \$5,701 to \$6,929; and

**WHEREAS**, modification of the City’s Classification and Compensation Plan requires authorization by the City Council.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Clovis that the City’s Classification and Compensation Plan shall be modified to include the revised Classifications specification with the salary ranges of \$4,977 to \$6,049 for the Public Safety Dispatcher and a salary range of \$5,701 to \$6,929 for the Lead Public Safety Dispatcher in Attachment A.

\* \* \* \* \*

The foregoing Resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on January 11, 2021, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dated: January 11, 2021

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

## PUBLIC SAFETY DISPATCHER

### SALARY RANGE

\$4,977 - \$6,049 Monthly

#### DEFINITION

~~Under general supervision and according to pre-established procedures, to perform radio-dispatching activities for municipal police, fire and other services; to receive and relay, by telephone and radio, requests for emergency services; to perform routine clerical work; and to perform related work as required.~~

Under general supervision, learn and understand City Police Department dispatching policies, methods, and procedures; receive emergency and non-emergency calls for service through 911, radio, phone, and other communications media; dispatch law enforcement, fire, and other public safety personnel and equipment; provide telecommunications support and incident coordination for field units; learn and serve as call taker for the City of Clovis 911 Public Safety Answering Point; assist with other non-emergency responsibilities when assigned; perform general office support assignments; help and serve people in need; and to perform related work as required.

#### CLASS CHARACTERISTICS

Positions in this class work in a team **setting** with **other** a senior dispatcher **Public Safety Dispatchers** using radio equipment, and computers and teletypewriters where incumbents may be required to handle several emergencies simultaneously. Incumbents work under the guidance of a senior public safety dispatcher **Lead Public Safety Dispatcher**, and under the general supervision of a Communications Supervisor. Incumbents receive thorough instructions when tasks are initially assigned and after training are expected to perform duties without constant supervision. Work is reviewed by ~~senior dispatchers and/or supervisors~~ **the Lead Public Safety Dispatcher, Communications Supervisor, or the Watch Commander** while in progress. Incumbents are expected to refer most variations in dispatch work to the supervisor for instructions.

#### EXAMPLES OF DUTIES

##### **Essential duties:**

~~Receives incoming telephone and radio requests for emergency service; takes critical information by telephone and radio from the public and field personnel; prioritizes requests for emergencies, enters information into a computer-aided dispatch terminal; maintain constant awareness of location of field personnel; dispatches calls for service and follow-up to patrol, fire personnel and other emergency services; monitors Public Works radio and, when necessary, dispatches various units of the Public Works Department; secures information and relays it to field personnel as requested; coordinates activities of police personnel and other public agencies and in emergency situations, requesting assistance from other agencies or services such as ambulances, utilities, coroner's office and towing companies; conducts record and warrant checks through use of the computer; monitors alarm systems and notifies responsible parties when alarms are activated; issues case numbers; secures, voids or transmits a variety of information utilizing computer and Teletype systems; assigns juveniles to County probation schedules; and types case logs of events involving police or fire action. The following duties are typical for this classification.~~

Receive and respond to emergency and non-emergency calls for police, fire, medical, and other related services over phone, 911, radio, and other communications media; respond rapidly to inquiries and requests to ensure proper dissemination of information and dispatch police, fire units, and other public service entities to public safety incidents; interview callers to evaluate location, and the nature and urgency of their situation; request all pertinent information; classify incidents; establish dispatch priorities; investigate law enforcement history pertaining to people and addresses to prepare officers for the situation they will be encountering; query information and provide telecommunications support, using the California Law Enforcement Telecommunications System (CLETS) and other local, regional, national, and international databases to determine alerts and requests for people and property; provide information to support officers and other public safety personnel in the field using a variety of computerized and manual information systems; coordinate and maintain contact with other agencies to assist field personnel in managing and resolving requests and public safety issues, as required and coordinate or transfer requests for emergency and non-emergency medical services with other emergency service providers; transfer calls to other units or agencies as warranted; monitor and broadcast public safety radio transmissions to facilitate communication flow; enter, update, modify, and clear incident data and other related information into the computer-aided dispatching (CAD) system, records management systems (RMS), California Law Enforcement Telecommunications System (CLETS), and other computer systems and databases as required; maintain incident records, cards, and logs including handwriting, documenting, and time stamping conversations on the radio and during calls; as directed by a supervisor duplicate recordings of radio and phone communications for court or other purposes; call out special teams and make other notifications as required; operate communications center equipment including but not limited to phones, radios, computers, and printers; monitor locations on multiple computer screens and verify safe status of public safety units; relay information to other appropriate agencies regarding hazards; maintain confidential information in accordance with legal standards and city regulations; confirm out of agency warrants and abstract warrants issued by the City of Clovis Police Department; respond to routine phone requests from the public for information; brief oncoming dispatchers of shift action at end of shift; answer questions and provide information to the public; monitor and relay information obtained through the City of Clovis camera system; and to perform related work as required.

**Other duties:**

~~Takes telephone messages for department personnel and responds to routine telephone requests from the public for information; briefs oncoming dispatchers of shift action at end of shift; and performs related work as required.~~

**TYPICAL QUALIFICATIONS**

**LICENSE AND CERTIFICATE OR DOCUMENTATION REQUIRED**

None required.

- Possession of a valid California Driver's License and a good driving record;
- Possession of valid typing certificate or documentation for a minimum of forty (40) net words per minute;
- Completion of the POST Public Safety Dispatcher's Basic Course training during the first year of service.

## TRAINING EDUCATION AND EXPERIENCE

Education:

~~Equivalent to completion of the twelfth grade.~~

- Completion of sixty (60) semester units from an accredited college or university;

Or

- A High School Diploma or GED and three (3) years of experience as an Emergency Dispatcher with a Dispatcher POST Certificate, may be substituted for the required college units.

Education Desirable:

- Bachelor's Degree

Experience:

~~Two years of work experience involving public contact.~~

~~16 weeks of training/experience equivalent to that received as Public Safety Dispatcher (Trainee) with the City of Clovis.~~

- Three (3) years of experience involving public contact work.

## QUALIFICATIONS

Knowledge of:

~~Radio dispatch procedures;~~

~~Modern office equipment and procedures;~~

~~Computer terminal operating methods;~~

~~Basic record-keeping methods;~~

~~Basic English;~~

~~Basic Math.~~

- Operating policies, procedures, and functions of the police department relevant to the position;
- Laws, codes, and regulations pertinent to public safety services;
- Procedures, principles, and techniques of communication center operations, dispatching, public safety and emergency communications, call taking, telecommunications support, and customer courtesy;
- Proper operation and care of communications center equipment including phones, computers, radios, computer software, office equipment, and vehicles used in the communications center and in the field;
- Principles, practices, and techniques of computer aided dispatch systems;
- General geography of the City of Clovis;
- Public relations methods and techniques;
- Proper English usage, grammar, spelling, and punctuation;
- Techniques of effective communication;
- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.

Ability to:

~~React quickly and calmly and to exercise good judgment in following procedures and directions in emergency situations;~~

~~Speak English in a clear and concise manner;~~

~~Read and understand broadcasting procedures and rules of the FCC regarding law enforcement radio transmissions and department procedures, rules and regulations regarding dispatching and general public safety;~~  
~~Type at a corrected speed of 40 words per minute;~~  
~~Operate a computer terminal, radio equipment and teletype machine;~~  
~~Follow oral and written instructions;~~

- Learn policies, procedures, and functions of the police department relevant to the position;
- Read and understand the Federal Communications Commission (FCC) broadcasting procedures and rules regarding law enforcement radio transmissions and department procedures, rules, and regulations regarding dispatching and general public safety;
- Learn and operate communications center equipment, to include computers, CLETS terminals, phones, radio, and computer software;
- Analyze situations quickly and use sound judgment, initiative, creativity, and planning in dispatching personnel and equipment;
- Think clearly and act calmly in emergency situations;
- Read, analyze, and interpret written materials, maps, laws, codes, rules, and regulations;
- Evaluate situations and respond appropriately;
- Take and transmit clear and complete directions and information;
- Use patience, courtesy, and tact to recognize and discern various emotional states during all communications;
- Relate effectively to people of a variety of cultures, languages, disabling conditions, and socioeconomic situations;
- Deal tactfully and courteously with the public and other staff;
- Control phone conversations to elicit information;
- Accomplish multiple tasks simultaneously and organize workload with frequent interruptions and distractions in a high stress environment;
- Type and enter data at a speed necessary for successful job performance;
- Receive, retain, and use large quantities of information;
- Anticipate officer needs;
- Type from auditory sources;
- Maintain confidential information in accordance with legal standards;
- Maintain up to date logs, records, and files;
- Operate a computer-aided dispatch (CAD) system with sufficient speed and accuracy;
- Operate office equipment including computers and supporting word processing, spreadsheet, and database applications;
- Work in a team-based environment and achieve common goals;
- Operate the City of Clovis camera system and provide pertinent updates to field units;
- Distinguish and comprehend simultaneous communications from several sources;
- Communicate clearly and concisely, both orally and in writing;
- Establish and maintain effective working relationships with those contacted in the course of work;
- Operate a vehicle observing legal and defensive driving practices.

#### **PHYSICAL DEMANDS AND WORKING CONDITIONS**

- Work is primarily sedentary.



- Hearing: Acute to hear in person, radio, phone, or telephone head-set.
- Strength: Light work-lifting, carrying, and/or pushing 25 pounds with frequent lifting and/or carrying of objects weighing up to 25 pounds in the office environment; medium work-lifting, carrying, and/or pushing 50 pounds with frequent lifting and/or carrying of objects weighing up to 50 pounds in the outdoor/driving environments.
- Vision: Corrected to normal.
- Other physical requirements: Clear verbal communication, feeling, finger dexterity, frequent grasping and holding, reaching, talking, and balancing.
- Environment: Primary job functions are performed in an office environment other duties are performed in outdoor and driving environments; incumbents assigned to the outdoor/driving environments are required to work in all weather conditions with the ability to work outdoors when over 100 degrees in the summer and in the cold and rain during the winter months.
- Working conditions: Work is subject to simultaneous emergency situation evaluation; ability to attend periodic evening meetings or meetings outside of regularly scheduled shift; and work involves rotating shifts includes including evenings, weekends, and holidays assignments.

## **LEAD PUBLIC SAFETY DISPATCHER**

### **SALARY RANGE**

\$5,701 - \$6,929 Monthly

### **DEFINITION**

~~Under general supervision, to provide lead direction and work as a team with Public Safety Dispatchers to perform radio dispatching activities for municipal police, fire and other services; to receive and relay, by telephone and radio requests for emergency services; to perform routine clerical work and to do related work as required.~~

Under general direction, plan, assign, supervise, review, and participate in the work of a group of Police Service Officers and Public Safety Dispatchers responsible for receiving, evaluating, and prioritizing emergency and non-emergency calls in accordance with City procedures; direct and perform specialized program and administrative assignments in the office and field; perform a variety of technical tasks relative to the assigned functional area; and to perform related work as required.

### **CLASS CHARACTERISTICS**

~~Positions in this class act as lead supervisors to Public Safety Dispatchers and participate fully in the assignment of work. An incumbent works as a team with other Public Safety Dispatchers and provides lead direction as necessary. Incumbents do not hire, but may participate in the evaluation of subordinates. Incumbents work under the general supervision of the Communications Supervisor. Incumbents receive instruction on goals and objectives and provide the lead role in accomplishing the same.~~

Positions in this class act as a lead supervisor to Police Service Officers and Public Safety Dispatchers. Incumbents perform a wide range of administrative duties in the emergency communication center while being able to participate fully in the work assignment. Incumbents act as a resource person to Police Service Officers, Public Safety Dispatchers, and other public safety staff. While performing the full function of a Public Safety Dispatcher, incumbents may be assigned special duties in response to service needs. Incumbents do not hire but may participate in the evaluations of Police Service Officers and Public Safety Dispatchers. Incumbents work under the general supervision of the Communications Supervisor or the Watch Commander. Incumbents receive instruction on goals and objectives and perform the lead role to provide goals and objectives to other public safety staff. Lead Public Safety Dispatchers are expected to work shifts and rotate through a variety of assignments and may be required to work weekends and holidays.

### **EXAMPLES OF DUTIES**

~~Leads, review, and participates in the work of Public Safety Dispatchers; instructs assigned staff in work methods; checks and corrects work of subordinates; reports to the Communications Supervisor problems encountered in the assigned work, and progress in completing work assignments; participates in development of and conducts in-service training programs for Public Safety Dispatchers; reviews existing and recommends new or~~

~~revised procedures and policies for communications center; assists in preparation of procedural manuals for communications center; resolves problems Public Safety~~

~~Dispatchers may have in operating computer terminals or other communications equipment; monitors equipment to ensure proper operation and reports problems to supervisor; participates in the evaluations of Public Safety Dispatchers; advises the Communications Supervisor on status of training and/or operational issues and may serve as acting supervisor in the event of his/her absence; takes the lead role in performing all Public Safety Dispatcher duties such as receiving incoming telephone and radio request for emergency service; taking critical information by telephone and radio from the public and field personnel; prioritizing requests for urgency, entering information into computer-aided dispatch terminal; maintaining constant awareness of location of field personnel; dispatching calls for service and follow up to patrol, fire personnel and other emergency services; monitoring Public Works radio and, when necessary, dispatching various units of the Public Works Department; securing information and relaying it to field personnel as requested; coordinating activities of police personnel and other public agencies in emergency situations, requesting assistance from other agencies or services such as ambulances, utilities, coroner's office and towing companies; conducting record and warrant checks through use of the computer; monitoring alarm systems and notifying parties when alarms are activated; issuing case numbers; securing, voiding and transmitting a variety of information utilizing computer and teletype systems; assigning juveniles to County probation schedules, typing case logs of events involving police or fire action; taking telephone messages for department personnel and responding to routine telephone requests from the public for information; briefing oncoming Dispatchers of shift action at end of shift; and performing related work as assigned.~~

Lead, review, and participate in the work of Police Service Officers and Public Safety Dispatchers; instruct assigned staff in work methods; check and correct work of Police Service Officers and Public Safety Dispatchers. Report to the Communications Supervisor or the Watch Commander problems encountered in the assigned work, and progress in completing work assignments; participate in development of and conduct in-service training programs for Police Service Officers and Public Safety Dispatchers; review existing and recommend new or revised procedures; assist in preparation of procedural manuals for their assigned Division; resolve problems Police Service Officers and Public Safety Dispatchers may have in operating computer terminals or other communication equipment; monitor equipment to ensure proper operation; assist the supervisor in the preparation of performance evaluations; advise the supervisor on status of training and/or operational issues and may serve as acting supervisor in the event of the supervisors absence; brief oncoming Police Service Officers and Public Safety Dispatchers of shift action at end of shift; take the lead role in performing all Police Service Officer and Public Safety Dispatcher duties. Receive and respond to emergency and non-emergency calls for police, fire, medical, and other related services over phone, 911, radio, and other communications media; respond rapidly to inquiries and requests to ensure proper dissemination of information and dispatch police, fire units, and other public service entities to public safety

incidents; interview callers to evaluate location, and the nature and urgency of their situation; request all pertinent information; classify incidents; establish dispatch priorities; investigate law enforcement history pertaining to people and addresses to prepare officers for the situation they will be encountering; query information and provide telecommunications support, using the California Law Enforcement Telecommunications System (CLETS) and other local, regional, national, and international databases to determine alerts and requests for people and property; provide information to support officers and other public safety personnel in the field using a variety of computerized and manual information systems; coordinate and maintain contact with other agencies to assist field personnel in managing and resolving requests and public safety issues, as required and coordinate or transfer requests for emergency and non-emergency medical services with other emergency service providers; transfer calls to other units or agencies as warranted; monitor and broadcast public safety radio transmissions to facilitate communication flow; enter, update, modify, and clear incident data and other related information into the computer-aided dispatching (CAD) system, records management systems (RMS), California Law Enforcement Telecommunications System (CLETS), and other computer systems and databases as required; maintain incident records, cards, and logs including handwriting, documenting, and time stamping conversations on the radio and during calls, when necessary and duplicate recordings of radio and phone communications for court or other purposes; call out special teams and make other notifications as required; operate communications center equipment including but not limited to phones, radios, computers, and printers; monitor locations on multiple computer screens and verify safe status of public safety units; relay information to other appropriate agencies regarding hazards; maintain confidential information in accordance with legal standards and city regulations; scan, enter, and modify restraining orders; confirm out of agency warrants and abstract warrants issued by the City of Clovis Police Department; respond to routine phone requests from the public for information; brief oncoming dispatchers of shift action at end of shift; answer questions and provide information to the public; monitor and relay information obtained through the City of Clovis camera system; and to perform related work as required.

## **TYPICAL QUALIFICATIONS**

### **LICENSE REQUIRED**

- Possession of a valid California Driver's License and a good driving record.

### **TRAINING EDUCATION AND EXPERIENCE**

Education:

- ~~Equivalent to completion of the twelfth grade.~~
- Completion of sixty (60) semester units from an accredited college or university;

Or

- A High School Diploma or GED and three (3) years of experience as an Emergency Dispatcher with a Dispatcher POST Certificate, may be substituted for the required college units.

Education Desirable:

- Bachelor's Degree

## Experience:

- Two ~~Three~~ (3) years of public safety dispatching experience utilizing a computer-aided dispatch system in a law enforcement environment;
- Experience in training and/or supervising Police Service Officer and Public Safety Dispatch personnel.

**QUALIFICATIONS**

## Knowledge of:

- ~~Computer-aided dispatch operating methods and procedures;~~
- ~~GEO-base systems and procedures;~~
- ~~Radio dispatch procedures;~~
- ~~IBM CAPPS System;~~
- ~~Modern office equipment and procedures~~
- ~~Basic principals of supervision and training~~
- ~~Basic math and English;~~
- ~~Basic policies and procedures of the Police Department;~~
- Operating policies, procedures, and functions of the police department relevant to the position;
- Laws, codes, and regulations pertinent to public safety services;
- Procedures, principles, and techniques of communication center operations, dispatching, public safety and emergency communications, call taking, telecommunications support, and customer courtesy;
- Proper operation and care of communications center equipment including phones, computers, radios, computer software, office equipment, and vehicles used in the communications center and in the field;
- Principles, practices, and techniques of computer aided dispatch systems;
- General geography of the City of Clovis;
- Public relations methods and techniques;
- Proper English usage, grammar, spelling, and punctuation;
- Techniques of effective communication;
- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.

## Ability to:

- ~~React quickly and calmly and to exercise good judgment in following procedures and directions in emergency situations;~~
- ~~Speak English in a clear and concise manner;~~
- ~~Support policies and procedures of the communications section toward the accomplishment of departmental goals and objectives;~~
- ~~Operate a computer terminal, radio dispatch equipment and Teletype machine;~~
- ~~Type at a corrected rate of 40 words per minute;~~
- Learn policies, procedures, and functions of the police department relevant to the position;

- Read and understand the **Federal Communications Commission** (FCC) broadcasting procedures and rules regarding law enforcement radio transmissions and department procedures, rules, and regulations regarding dispatching and general public safety;
- **Learn and operate communications center equipment, to include computers, CLETS terminals, phones, radio, and computer software;**
- **Analyze situations quickly and use sound judgment, initiative, creativity, and planning in dispatching personnel and equipment;**
- **Think clearly and act calmly in emergency situations;**
- **Read, analyze, and interpret written materials, maps, laws, codes, rules, and regulations;**
- **Evaluate situations and respond appropriately;**
- **Take and transmit clear and complete directions and information;**
- **Use patience, courtesy, and tact to recognize and discern various emotional states during all communications;**
- **Relate effectively to people of a variety of cultures, languages, disabling conditions, and socioeconomic situations;**
- **Deal tactfully and courteously with the public and other staff;**
- **Control phone conversations to elicit information;**
- **Accomplish multiple tasks simultaneously and organize workload with frequent interruptions and distractions in a high stress environment;**
- **Type and enter data at a speed necessary for successful job performance;**
- **Receive, retain, and use large quantities of information;**
- **Anticipate officer needs;**
- **Type from auditory sources;**
- **Maintain confidential information in accordance with legal standards;**
- **Maintain up to date logs, records, and files;**
- **Operate a computer-aided dispatch (CAD) system with sufficient speed and accuracy;**
- **Operate office equipment including computers and supporting word processing, spreadsheet, and database applications;**
- **Work in a team-based environment and achieve common goals;**
- **Operate the City of Clovis camera system and provide pertinent updates to field units;**
- **Distinguish and comprehend simultaneous communications from several sources;**
- **Communicate clearly and concisely, both orally and in writing;**
- **Establish and maintain effective working relationships with those contacted in the course of work;**
- **Perform difficult and complex assignments involving independent judgment and develop effective courses of action;**
- **Use discretion and good judgment in handling sensitive and confidential information;**
- **Support policies and procedures of the ~~communications section~~ department and work toward the accomplishment of departmental goals and objectives;**
- **Understand and carry out difficult oral and written instructions requiring problem solving and independent decision making;**
- **Provide assistance in the maintenance of computerized communications equipment;**
- **Use interpersonal relationship skills, sound judgment, with a high degree of maturity to maintain effective working relationships;**
- **Train and supervise the work of subordinates;**
- **Evaluate the performance of employees;**

- Operate a vehicle observing legal and defensive driving practices.

### **PHYSICAL DEMANDS AND WORKING CONDITIONS**

- Work is primarily sedentary.
- Hearing: Acute to hear in person, radio, phone, or telephone head-set.
- Strength: Light work-lifting, carrying, and/or pushing 25 pounds with frequent lifting and/or carrying of objects weighing up to 25 pounds in the office environment; medium work-lifting, carrying, and/or pushing 50 pounds with frequent lifting and/or carrying of objects weighing up to 50 pounds in the outdoor/driving environments.
- Vision: Corrected to normal.
- Other physical requirements: Clear verbal communication, feeling, finger dexterity, frequent grasping and holding, reaching, talking, and balancing.
- Environment: Primary job functions are performed in an office environment other duties are performed in outdoor and driving environments; incumbents assigned to the outdoor/driving environments are required to work in all weather conditions with the ability to work outdoors when over 100 degrees in the summer and in the cold and rain during the winter months.
- Working conditions: Work is subject to simultaneous emergency situation evaluation and attendant stresses; ability to attend periodic evening meetings or meetings outside of regularly scheduled shift; and work involves rotating shifts and includes including evenings, weekends, and holidays assignments.

**RESOLUTION 21-\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING AN AMENDMENT TO THE FY20-21 POSITION ALLOCATION PLAN**

The City Council of the City of Clovis resolves as follows:

**WHEREAS**, the FY20-21 Position Allocation Plan in the Police Department was approved as part of the FY20-21 City budget adoption process; and,

**WHEREAS**, a review of the staffing needs of the City indicates that it is necessary to add seventeen (17) Public Safety Dispatcher positions and delete seventeen (17) Police Service Officer positions and add four (4) Lead Public Safety Dispatcher positions and delete one (4) Lead Police Service Officer positions and,

**WHEREAS**, amending the City’s adopted FY20-21 Position Allocation Plan requires City Council authorization.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Clovis that the City’s FY20-21 Position Allocation Plan shall be amended as noted in Attachment A of Attachment 2 attached.

\* \* \* \* \*

The foregoing Resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on January 11, 2021 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dated: January 11, 2021

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk



**POSITION ALLOCATION ADJUSTMENT BY DEPARTMENT FY20-21**

<b><u>DEPARTMENT</u></b>	<b><u>NUMBER OF POSITIONS</u></b>
<b><u>Police</u></b>	
Add: Public Safety Dispatcher	17
Delete Police Service Officer	17
Add: Lead Public Safety Dispatcher	4.0
Delete Lead Police Service Officer	4.0



# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: January 11, 2021

SUBJECT: Consider Various Actions Associated with CIP 18-12, Fire Station 6, located near the intersection of Loma Vista Parkway and Encino Avenue near the center of Loma Vista Community Center South:

1. Consider Approval - For the City Council to Award a Contract for the Construction of Fire Station 6 to Seals Construction Inc. in the amount of \$5,308,040; and
2. Consider Approval - For the City Council to authorize the City Manager to execute the contract on behalf of the City; and
3. Consider Approval – A request to Authorize Staff to Develop an Agreement Memorializing a \$5,000,000 Inter-Fund loan from the Water Fund to the General Government Services Fund to Finance the Construction of Fire Station 6.

**Staff:** Thad Avery, Supervising Civil Engineer

**Recommendation:** Approve

ATTACHMENTS: 1. Vicinity Map

### CONFLICT OF INTEREST

None.

### RECOMMENDATION

1. For the City Council to award a contract for the construction of Fire Station 6 to Seals Construction Inc. in the amount of \$5,308,040; and
2. For the City Council to authorize the City Manager to execute the contract on behalf of the City; and
3. For the City Council to authorize staff to develop an agreement memorializing a \$5,000,000 Inter-Fund loan from the Water Fund to the General Government Services Fund to Finance the Construction of Fire Station 6.

**EXECUTIVE SUMMARY**

Staff is recommending that City Council award the Fire Station 6 construction contract to Seals Construction Inc. who was the lowest responsible bidder and authorize the City Manager to execute the contract on behalf of the City.

Bids for the project were received on December 22, 2020. The project involves construction of a new fire station building including all associated site work and communications tower at the intersection of Loma Vista Parkway and Encino Avenue near the center of Loma Vista Community Center south. To finance the construction of Fire Station 6, staff is recommending a \$5,000,000 inter-fund loan from the Water Fund to the General Government Services fund. If approved, staff will work with the City Auditor and the City Attorney to formalize an agreement that will memorialize the terms of the loan. Once completed, staff will return to council for consideration. Staff has evaluated and determined that the Water Fund has adequate fund balance to loan the General Government Services Fund the loan amount for a term not to exceed ten (10) years.

**BACKGROUND**

The following is a summary of the bid results of December 22, 2020:

BIDDERS	BASE BID (Plus all Alternates)
Seals Construction Inc.	\$5,277,120.00
Mark Wilson Construction Inc.	\$5,297,805.00
Marko Construction Group, Inc.	\$5,315,929.00
AMG & Associates, Inc.	\$5,684,000.00
Klassen Corporation	\$5,864,000.00
Katch Environmental Inc.	\$8,231,124.00
 <b>ENGINEER'S ESTIMATE</b>	 <b>\$8,200,000.00</b>

All bids were examined, the bidder's submittals were found to be in order and lowest bidder contractor's license status has been validated. As noted above, the bid tabulations include additive alternate item numbers one (1) through five (5) and deductive alternate item numbers one (1) through three (3). These alternate bid items were provided in order to provide flexibility in the event that cost reduction is needed. With the favorable bids, staff recommends proceeding with all of the additive alternates and none of the deductive alternates. These alternates are as follows:

- Add alternate item number one (1) – Provide and install smooth exterior insulation finish system (EIFS) in lieu of cement plaster for exterior finish above bulkhead in the sum of \$83,900.00.
- Add alternate item number two (2) – Provide and install electrically operated four-fold doors and operators in lieu of overhead sectional doors in the sum of \$97,650.00.
- Add alternate item number three (3) – Provide and install bollard-type protection posts at exterior of north apparatus bay doors and interior of south apparatus bay doors in the sum of \$6,490.00.

- Add alternate item number four (4) – Provide, install and terminate fiber-optic cable in underground conduit to site from off-site location in the sum of \$10,000.00.
- Add alternate item number five (5) – Design, provide and install underground piping, containment, pumps and switches required to fill generator fuel tank from on-site fuel containment vault in the sum of \$47,000.00.
- Remove deductive alternate number one (1) – Provide and install exterior cement plaster system to match wall finish at bulkhead in lieu of precast concrete panels in the sum of (\$19,620.00).
- Remove deductive alternate number two (2) – Provide and install wood trellis canopy framing with painted beam caps at east and west trellises in lieu of steel framing in the sum of (\$7,640.00).
- Remove deductive alternate number three (3) – Omit workbench and upper casework at southeast corner of Room 116 – Apparatus Bay in the sum off (\$3,660.00).

Seals Construction Inc.'s base bid is in the amount of \$5,063,000 and add alternate item numbers one (1) through five (5) is in the sum of \$245,040. City staff recommends awarding a contract to Seals Construction Inc. in the amount of \$5,308,040.

To finance the construction of Fire Station 6, staff is recommending a \$5,000,000 loan from the Water Fund to the General Government Services Fund. Interest on the loan will be at the current Local Agency Investment Fund (LAIF) rate (currently 0.52%). The loan will be paid back from future Fire Department Development Impact Fees. Based on current impact fee estimates, the loan will be for a term not to exceed 10 years. Staff is currently working with the City Auditor and the City Attorney's office to formalize an agreement that will memorialize the terms of the loan. Once completed, staff will return to council for consideration. Staff has evaluated and determined that the Water Fund has adequate fund balance to loan the General Government Services Fund the loan amount for a term not to exceed ten (10) years.

### **FISCAL IMPACT**

This project was budgeted in the 2020-2021 fiscal year budget. The planned funding source for this project is Fire Department Development Impact Fees. Currently there are not sufficient fees to pay for the project outright and staff is recommending utilizing a loan from the Water Fund to finance the project, with future development impact fees paying down the loan. The borrowing will be paid back, along with interest based on the City's current LAIF rate (currently 0.52%).

### **REASON FOR RECOMMENDATION**

Seals Construction Inc. is the lowest responsible bidder. There are not sufficient funds currently available for the anticipated cost of this project. To keep the cost of the project as low as possible and provide the most flexibility for loan repayment, a loan from the Water Fund is recommended to fund the project.

### **ACTIONS FOLLOWING APPROVAL**

1. The contract will be prepared and executed, subject to the Contractor providing performance security that is satisfactory to the City.

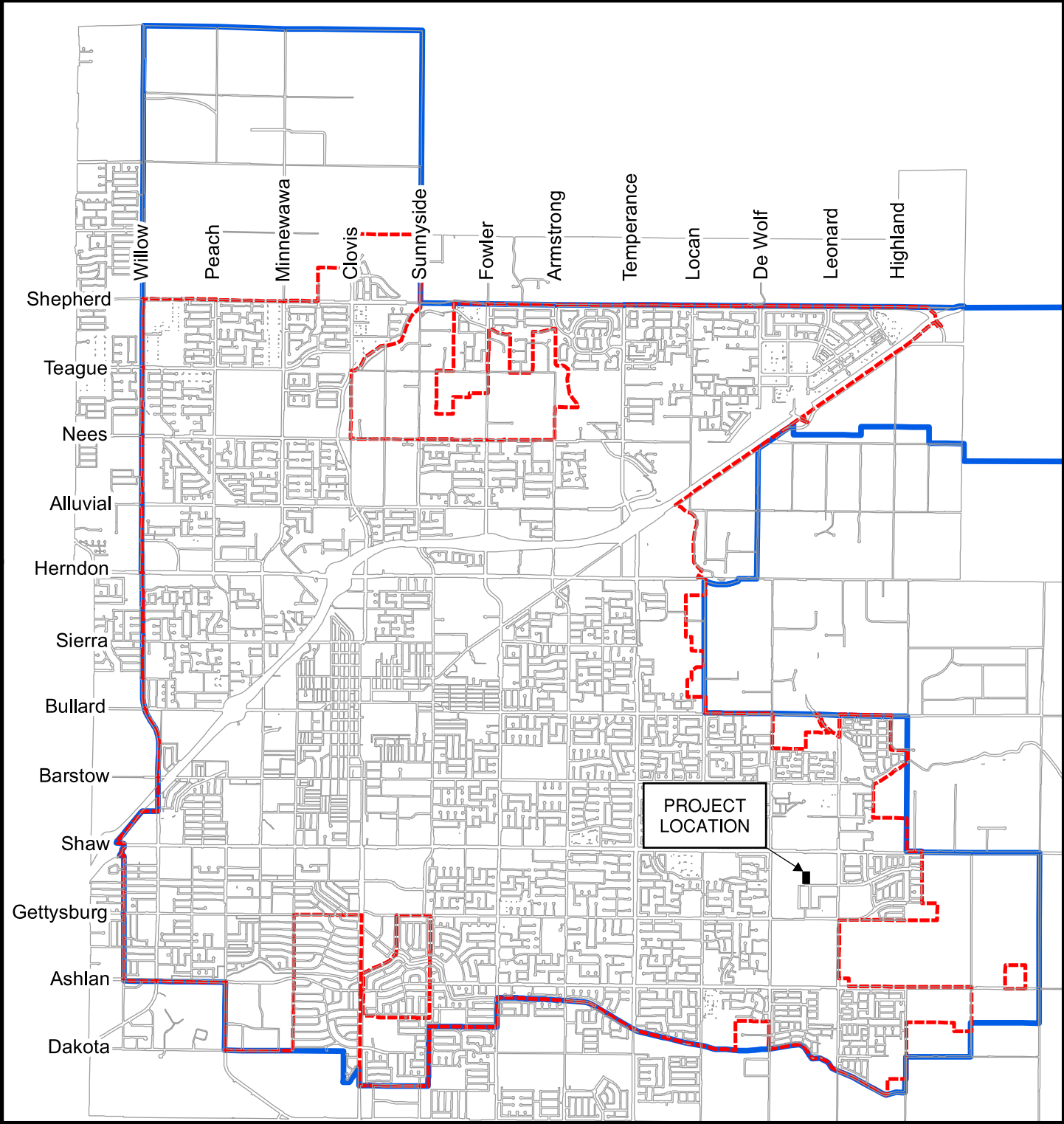
2. Construction will begin approximately three (3) weeks after contract execution and shall be completed in three hundred sixty-five (365) calendar days thereafter.
3. Staff will work with the City Auditor and the City Attorney's office to formalize an agreement that will memorialize the terms of the loan. Once completed, staff will return to council for consideration.

Prepared by: Ian King, Engineer II

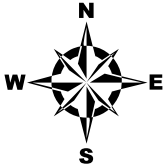
Reviewed by: City Manager JK

# VICINITY MAP

## CIP 18-12 Fire Station 6



# ATTACHMENT 1





# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: January 11, 2021

SUBJECT: Consider Various Actions Associated with Fire Station 2, located at 2300 Minnewawa Avenue, Clovis, CA:

a. Receive and File - Status Update on Fire Station 2 and Action Plan; and

b. Consider Approval – Res. 21-\_\_\_, Amending the General Government Services Budget and Authorizing a transfer from the General Fund to the General Government Services Fund in the amount of \$955,300; and

c. Consider Approval – Waive Formal Bidding Process and Award architectural, engineering, and construction management contract services and authorize the City Manager to execute the contracts on behalf of the City.

**Staff:** Mike Harrison, City Engineer

**Recommendation:** Approve

ATTACHMENTS: 1. Resolution 21.-\_\_\_

### CONFLICT OF INTEREST

None.

### RECOMMENDATION

For the City Council to:

1. Receive and File a status update on Fire Station 2 and Action Plan; and
2. For the City Council to approve a resolution amending the general government services budget and authorizing a transfer from the general fund to the general government services fund in the amount of \$955,300; and

3. For the City Council to waive formal bidding process and approve the award of architectural, engineering, and construction management contract services and authorize the City Manager to execute the contract on behalf of the City.

### **EXECUTIVE SUMMARY**

The existing Fire Station 2 is located on the west side of Minnewawa Avenue, north of Santa Ana Avenue. The existing building is in need of substantial repairs and updates in order to bring it to a condition that can safely and adequately house fire personnel and bring it into compliance with current codes. The existing station has been temporarily shored sufficient for continued use for the next 12 months. Staff is recommending council approve an action plan that will provide for temporarily relocating Station 2 personnel within the next 12 – 18 months and replacing the facility with a new, state-of-the-art fire station on the existing site by approximately summer of 2023.

### **BACKGROUND**

#### Fire Station 2 – History and Status

Fire Station 2, located on the west side of Minnewawa Avenue, north of Santa Ana Avenue was built in 1978 and began developing signs of structural issues several years ago. In order to assess the building condition and determine the scope of building repairs, staff commissioned Associated Design and Engineering, Inc. (ADE) to perform an inspection of the building and make recommendations as to repairs needed. The inspection and report by ADE revealed that there were substantial structural issues requiring immediate attention, primarily due to inferior materials and construction methods. The assessment report identified several improvements and repairs that would be needed in order to structurally repair the building as well as provide needed maintenance sufficient to prolong the use of the building for the next 3 to 5 years while the long term disposition of the building is determined. In total, the estimated cost to make the repairs identified in the ADE's report totals around \$1 million, not including anything that might be discovered as repairs are made or upgrades that are already needed in order to improve functionality and bring the facility up to date and into conformance with current codes.

#### Proposed Action Plan

On October 5, 2020, the Fire Chief presented a report to Council outlining the issues with Fire Station 2 and options for refurbishing or replacing the fire station. Based on the extent of repairs needed and the limited life extension that would be realized, Council provided direction to staff to move forward with replacing the station with a new, state-of-the-art, high quality station. The proposed program and schedule is as follows:

- Design and build a metal building to be placed at the existing Lind Avenue facility. The building would fill a long term need for a training venue, but would provide for interim housing of the Station 2 fire crew while the demolition of the existing station and construction of the new fire station takes place.
  - Duration - Approximately 12 to 18 months (Completion by Spring 2022).
  - Cost - \$1.6 million (includes design, construction, construction management)



- Concurrent with the design and construction of the metal building, design the new fire station and put the project out to bid timed such that the project is awarded and construction commences immediately after the existing station is vacated. The project would include demolition of the existing station and construction of the new station.
  - Duration - Design would be completed concurrent with metal building design and construction. Construction would require approximately 1 year (Completion by Summer 2023).
  - Cost - \$8.3 million (includes design, construction, construction management)

In order to move forward as quickly as possible, staff is proposing to retain the services of Taylor Group for the design of both the metal building and the replacement fire station. Taylor group recently provided the design for Fire Station 6 and much of the features and equipment, as well as the basic layout that will be utilized in the new station. Staff is also proposing to retain the services of Vanir Construction Management, Inc. (Vanir) for the construction management services. Staff believes that the Taylor – Vanir team, having recently completed the design of Fire Station 6, is well suited to providing the needed services in the most expedient manner for Fire Station 2. The City’s purchasing ordinance allows for the selection of consultants by staff from the approved list that is established on an annual basis for projects in the Capital Investment Program (CIP). Taylor group is on the list, however, Vanir is not. Vanir will be added on the next update. The purchasing ordinance also provides for the City Council to waive the formal bidding procedures. In the interest of retaining the Taylor – Vanir team, staff is requesting a waiver of the bidding procedures. Staff is currently working on obtaining the cost proposals from both consultants and is requesting authorization to award upon receipt and review of the proposals and agreement with the final numbers.

Funding authorization for design and construction management services for the work associated with Fire Station 2 is needed now, therefore staff is requesting approval of a budget amendment for the 2020-2021 CIP budget. It is estimated that the architecture, engineering, and construction management costs for the new Fire Station 2 and the metal training building that will temporarily house the Fire Station 2 crew during its construction will be approximately \$1,400,000. A portion of the cost is to be funded using savings from currently approved projects, totaling \$444,700. The remainder will come from the general fund. Staff is requesting a transfer in the amount of \$955,300 from the general fund to the general government services fund to cover these design and construction management costs.

The construction costs for the temporary building will be funded using available fund balance from the General Fund and will be included in the 2021-2022 CIP budget. The new fire station building will primarily be funded from the proceeds of a future bond issuance. These construction cost will also be included in the 2021-2022 CIP budget.

**FISCAL IMPACT**

If approved, the design and construction management services will utilize general government services fund balance, partially resulting from savings from other projects that were contemplated. These other projects will be deferred.

It is proposed that the Fire Station 2 construction will be funded by 30-year bond financing. The annual debt payments are anticipated to be in the range of \$425,000 based on an \$8.3 million principal.

**REASON FOR RECOMMENDATION**

Fire Station 2 is in dire need of replacement as soon as possible. The budget amendment, waiver of the formal bidding procedures, and approval of award to the Taylor Group and Vanir will facilitate moving the project forward quickly. In the meantime, temporary measures have been taken to shore up the building and ensure the safety of the personnel occupying the building.

**ACTIONS FOLLOWING APPROVAL**

1. Final details and cost of the consultant services will be worked out and contracts will be executed with the Taylor Group and Vanir. Design will begin immediately thereafter.
2. The construction of the facilities will be included in the 2021-2022 budget.

Prepared by: Mike Harrison, City Engineer

Reviewed by: City Manager *JH*

RESOLUTION 21-\_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS  
APPROVING AN AMENDMENT TO THE FY 2020-2021  
CIP BUDGET**

**WHEREAS**, the City Council adopted the FY2020-2021 City budget on June 1, 2020; and

**WHEREAS**, it has been determined that Fire Station #2 has to be demolished, a temporary building constructed, and then a permanent replacement building constructed; and

**WHEREAS**, the architecture and engineering costs, as well as the construction management costs, for both the temporary and permanent buildings have been estimated to be \$1,400,000; and

**WHEREAS**, the City Council determines that this expenditure is necessary; and

**WHEREAS**, it has been determined that the funds for the costs can be allocated from the General Government Services fund using savings from other budgeted projects in the amount of \$444,700 and using general fund balance in the amount of \$955,300.

**NOW, THEREFORE, BE IT FURTHER RESOLVED as follows,**

1. That the City Council of the City of Clovis hereby approves the budget amendment as shown in the "Summary of Expenditures by Section" and the "Summary of Expenditures by Fund" as shown as Attachment A of Attachment 1.

2. That the City Council hereby approves a transfer in the amount of \$955,300 from the General Fund to the General Government Services fund.

\* \* \* \* \*

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

DATED:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**ATTACHMENT 1**

**SUMMARY OF EXPENDITURES BY SECTION**

General Service Capital Facilities	<u>\$955,300.00</u>
TOTAL SECTION	\$955,300.00

**SUMMARY OF EXPENDITURES BY FUND**

General Government Services	<u>\$955,300.00</u>
TOTAL FUND	\$955,300.00

**ATTACHMENT A OF ATTACHMENT 1**