



McFARLAND CITY COUNCIL

McFarland Successor Agency, McFarland Public Finance Authority,
McFarland Improvement Authority, McFarland Parking Authority

Special Meeting Notice and Agenda

Council Chambers
103 W. Sherwood Ave, McFarland, CA
Website: <https://www.mcfarlandcity.org/>

Monday, April 28, 2025
5:00 PM

SAUL AYON, Mayor
RICARDO CANO, Vice Mayor
ANITA GONZALEZ, Council Member
MARÍA T. PÉREZ, Council Member
MARTIN GUTIERREZ, Council Member

VIEW THE MEETING RECORDINGS ONLINE at www.mcfarlandcity.org/AgendaCenter Recordings will be available approximately one week following the meeting.

HOW TO SUBMIT PUBLIC COMMENTS: The meetings of the City Council and all municipal entities, commissions, and boards (“the City”) are open to the public. At regularly scheduled meetings, members of the public may address the city on any item listed on the agenda, or on any non-listed matter over which the city has jurisdiction. At special or emergency meetings, members of the public may only address the city on items listed on the agenda. There is a time limitation of two minutes per person. For any item that is not on the agenda and within the jurisdiction or interest of the city, please come to the podium at this time. The Brown Act does not permit any action or discussion on items not listed on the agenda. If you wish to speak regarding a scheduled agenda item, please come to the podium when the item number and subject matter are announced, and the mayor opens Public Comment on the item. When recognized, please begin by providing your name and address for the record (optional). Anyone wishing to submit written information at the meeting needs to furnish ten (10) copies to the City Clerk in advance to allow for distribution to City Council, staff, and the media. Willful disruption of the meeting shall not be permitted. If the Mayor finds that there is in fact willful disruption of any City Council Meeting, he/she may order the disrupting parties out of the room and subsequently conduct the City’s business without them present.

PUBLIC ACCOMMODATIONS: The City of McFarland does not discriminate based on disability and complies with the provisions of the Americans with Disabilities Act (ADA). If you need special assistance to participate in this meeting, please contact the City Clerk’s Office at (661) 792-3091 at least 48 hours prior to the meeting to make reasonable arrangements to ensure accessibility to this meeting.

INTERPRETATION: If you need an interpretation of your communications to the City Council into English, please contact the City Clerk Department at 661-792-3091 ext. 2135 at least 48 hours prior to the meeting.

CALL TO ORDER: Mayor Saul Ayon

ROLL CALL:
Mayor/Chair, Saul Ayon

Vice Mayor/Vice-Chair, Ricardo Cano
Council Member/Board Member, Anita Gonzalez
Council Member/Board Member, María T. Pérez
Council Member/Board Member, Martin Gutierrez

INVOCATION:

PLEDGE OF ALLEGIANCE:

APPROVE AGENDA AS TO FORM

PRESENTATIONS, INTRODUCTIONS, AND AWARDS

1. Swearing in Ceremony- Martin Gutierrez

CONSENT AGENDA: The Consent Agenda consists of items that in staff's opinion are routine and non-controversial. These items are approved in one motion unless a Council Member/ Board Member or Member from the Public requests to remove a particular item.

2. Approval of Resolution No. 2025-39 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE EXECUTION OF THE CERTIFICATIONS AND ASSURANCES AND AUTHORIZED AGENT FORMS FOR THE LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP) FOR THE TWO ELECTRIC ZERO-EMISSION TRANSIT VAN PURCHASES PROJECT TOTALING \$144,390.00

PUBLIC HEARINGS

ADMINISTRATIVE AGENDA

3. Approval of Resolution No. 2025-40 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING MEMORANDUM OF UNDERSTANDING WITH KERN ECONOMIC DEVELOPMENT FOUNDATION FOR WAGE REIMBURSEMENT - EMERGING LEADERS PROGRAM
4. Approval of Resolution No. 2025-41 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING PAY RATE ADJUSTMENTS FOR SPECIFIED PUBLIC WORKS POSITIONS AND UPDATING THE SALARY RANGE SCHEDULE

PUBLIC COMMENT: Members of the public wishing to address the Council about any item not on the agenda may do so at this time. Speakers are limited to two minutes for each person. Fifteen minutes total will be allowed for any one subject. Please state your name and address for the record prior to making a presentation.

COUNCIL COMMENTS

CLOSED SESSION

5. CONFERENCE WITH LEGAL COUNSEL - POTENTIAL LITIGATION
(Government Code §54956.9(b))
Significant exposure to litigation pursuant to §54956.9(b): Two cases

ADJOURNMENT

This is to certify this agenda was posted at McFarland City Hall on April 25, 2025.



Erika De La Cruz, City Clerk



Diego Viramontes, City Manager

Next Meeting: Regular City Council May 14, 2025.

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All agenda item and/or supporting documentation is available for public review on the city website at www.mcfarlandcity.org and the office of the City Clerk of the City of McFarland, at 401 W, Kern Ave. McFarland, CA 93250 during regular business hours of 8:00 am – 5:00 pm Monday through Friday, following the posting of the agenda. Any supporting documentation related to an agenda item for an open session of any regular meeting that is distributed after the agenda is posted and prior to the meeting will also be available for review at the same location and available at the meeting.



OATH OR AFFIRMATION OF ALLEGIANCE FOR CITY COUNCILMEMBER

*State of California
County of Kern
City of McFarland*

*The Execution of this Oath is required by Article XX, Section 3, of the
Constitution of the State of California.*

*I, Martin Gutierrez, do solemnly swear (or affirm) that I will support and defend
the Constitution of the United States and the Constitution of the State of
California against all enemies, foreign and domestic; that I will bear true faith
and allegiance to the Constitution of United States and the Constitution of the
State of California; that I take this obligation freely, without any mental
reservation or purpose of evasion; and that I will and faithfully discharge the
duties upon which I am about to enter.*

*Subscribed and sworn to before me
This 18th day of April 2025*



Martin Gutierrez, Councilmember



Erika De La Cruz, City Clerk



Diego Vramontes, City Manager



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 2.
Section: CONSENT AGENDA
Meeting Date: April 28, 2025

TO: Honorable Mayor and Council Members

FROM: Diego Viramontes, City Manager
Megan Snyder, Community Development Director
Meliza Rosa, Grant Manager

SUBJECT: Approval of Resolution No. 2025-39 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE EXECUTION OF THE CERTIFICATIONS AND ASSURANCES AND AUTHORIZED AGENT FORMS FOR THE LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP) FOR THE TWO ELECTRIC ZERO-EMISSION TRANSIT VAN PURCHASES PROJECT TOTALING \$144,390.00

SUMMARY:

LCTOP funds are to be expended by transit agencies on operating and capital assistance that reduce greenhouse gas emissions and improve mobility, with a priority on serving disadvantaged communities. Funds are to be used to directly enhance or expand transit service, increase transit mode share, or purchase zero-emission buses and the equipment and infrastructure necessary to operate and support such vehicles. This project will include the purchase of two zero-emission electric transit vans. The funds have compounded over 4 years for the total funds equaling \$144,390.00. This year, the City of McFarland will be allocated \$36,671. The purpose of this resolution is to authorize: the submittal of the application for LCTOP funds; and, the City Manager to execute the Certifications and Assurances and Authorized Agent forms.

FINANCIAL IMPACT:

No Financial Impact

RECOMMENDATION:

City Staff recommends the City Council adopt Resolution No.2025-39 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE EXECUTION OF THE CERTIFICATIONS AND ASSURANCES AND AUTHORIZED AGENT FORMS FOR THE LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP) FOR THE TWO ELECTRIC ZERO-EMISSION TRANSIT VAN PURCHASES PROJECT TOTALING \$144,390.00

ATTACHMENTS:

1. FY24/25 LCTOP Authorized Agent
2. FY24/25 LCTOP Certifications and Authorizations

RESOLUTION NO. 2025-39

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING
THE EXECUTION OF THE CERTIFICATIONS AND ASSURANCES AND AUTHORIZED
AGENT FORMS FOR THE LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP)
FOR THE TWO ELECTRIC ZERO-EMISSION TRANSIT VAN PURCHASES PROJECT
TOTALING \$144,390.00**

WHEREAS, the City of McFarland is an eligible project sponsor and may receive state funding from the Low Carbon Transit Operations Program (LCTOP) for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 862 (2014) named the Department of Transportation (Department) as the administrative agency for the LCTOP; and

WHEREAS, the Department has developed guidelines for the purpose of administering and distributing LCTOP funds to eligible project sponsors (local agencies); and

WHEREAS, the City of McFarland wishes to delegate authorization to execute these documents and any amendments thereto to Diego Viramontes, City Manager

WHEREAS, the City of McFarland wishes to implement the following LCTOP project: Two Electric Zero-Emissions Van Purchases Project,

WHEREAS, the City of McFarland will use LCTOP funds rolled-over 4 years that will exclusively be used to fund the Project,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of McFarland that the fund recipient agrees to comply with all conditions and requirements set forth in the Certification and Assurances and the Authorized Agent documents and applicable statutes, regulations and guidelines for all LCTOP funded transit projects.

NOW THEREFORE, BE IT FURTHER RESOLVED that Diego Viramontes be authorized to

execute all required documents of the LCTOP program and any Amendments thereto with the California Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of McFarland that it hereby authorizes the submittal of the following project nomination(s) and allocation request(s) to the Department in FY2024-2025 LCTOP funds:

Project Name: Two Electric Zero-Emissions Van Purchases Project

Short description of project: Purchase two new zero-emission electric transit vans with LCTOP funds rolled over from FY2022-23 through FY2026-27

Amount of LCTOP funds requested: \$36,671

Benefit to a Priority Populations: Toxin Emissions Reduction

Amount to benefit Priority Populations: \$36,671

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on April 28, 2025 by the following vote:

	Aye	Nae	Abstain	Absent
Saul Ayon				
Ricardo Cano				
Anita Gonzalez				
María T. Pérez				

CITY OF MCFARLAND

Saul Ayon, Mayor

ATTEST:

Erika De La Cruz, City Clerk

I, _____, City Clerk of the City of McFarland, California, DO HEREBY CERTIFY that the foregoing resolution is a true and accurate copy of the Resolution passed and adopted by the City Council of the City of McFarland on the date and by the vote indicated herein.

APPROVED AS TO FORM:

Nathan Hodges, City Attorney

FY 2024-2025 LCTOP Authorized Agent

AS THE **City Manager**

(Chief Executive Officer/Director/President/Secretary)

OF THE **City of McFarland**

(Name of County/City/Transit Organization)

I hereby authorize the following individual(s) to execute for and on behalf of the named Regional Entity/Transit Operator, any actions necessary for the purpose of obtaining Low Carbon Transit Operations Program (LCTOP) funds provided by the California Department of Transportation, Division of Local Assistance. I understand that if there is a change in the authorized agent, the project sponsor must submit a new form. This form is required even when the authorized agent is the executive authority himself. I understand the Board must provide a resolution approving the Authorized Agent. The Board Resolution appointing the Authorized Agent is attached.

Diego Viramontes, City Manager

(Name and Title of Authorized Agent)

OR

(Name and Title of Authorized Agent)

OR

(Name and Title of Authorized Agent)

OR

(Name and Title of Authorized Agent)

OR

Diego Viramontes

(Print Name)

City Manager

(Title)

(Signature)

Approved this _____ day
of _____ , _____

FY 2024-2025 LCTOP Certifications and Assurances

Lead Agency: City of McFarland

Project Title: Two Electric Zero-Emissions Van Purchases

Prepared by: Meliza Rosa

The California Department of Transportation (Caltrans) has adopted the following Certifications and Assurances for the Low Carbon Transit Operations Program (LCTOP). As a condition of the receipt of LCTOP funds, Lead Agency must comply with these terms and conditions.

A. General

1. The Lead Agency agrees to abide by the current LCTOP Guidelines and applicable legal requirements.
2. The Lead Agency must submit to Caltrans a signed Authorized Agent form designating the representative who can submit documents on behalf of the project sponsor and a copy of the board resolution appointing the Authorized Agent.

B. Project Administration

1. The Lead Agency certifies that required environmental documentation is complete before requesting an allocation of LCTOP funds. The Lead Agency assures that projects approved for LCTOP funding comply with Public Resources Code § 21100 and § 21150.
2. The Lead Agency certifies that a dedicated bank account for LCTOP funds only will be established within 30 days of receipt of LCTOP funds.
3. The Lead Agency certifies that when LCTOP funds are used for a transit capital project, that the project will be completed and remain in operation for its useful life.
4. The Lead Agency certifies that it has the legal, financial, and technical capacity to carry out the project, including the safety and security aspects of that project.
5. The Lead Agency certifies that they will notify Caltrans of pending litigation, dispute, or negative audit findings related to the project, before receiving an allocation of funds.
6. The Lead Agency must maintain satisfactory continuing control over the use of project equipment and facilities and will adequately maintain project equipment and facilities for the useful life of the project.
7. Any interest the Lead Agency earns on LCTOP funds must be used only on approved LCTOP projects.

FY 2024-2025 LCTOP

8. The Lead Agency must notify Caltrans of any changes to the approved project with a Corrective Action Plan (CAP).
9. Under extraordinary circumstances, a Lead Agency may terminate a project prior to completion. In the event the Lead Agency terminates a project prior to completion, the Lead Agency must (1) contact Caltrans in writing and follow-up with a phone call verifying receipt of such notice; (2) pursuant to verification, submit a final report indicating the reason for the termination and demonstrating the expended funds were used on the intended purpose; (3) submit a request to reassign the funds to a new project within 180 days of termination.

C. Reporting

1. **The Lead Agency must submit the following LCTOP reports:**
 - a. **Annual Project Activity Reports October 30th each year.**
 - b. **A Close Out Report within six months of project completion.**
 - c. **The annual audit required under the Transportation Development Act (TDA), to verify receipt and appropriate expenditure of LCTOP funds. A copy of the audit report must be submitted to Caltrans within six months of the close of the year (December 31) each year in which LCTOP funds have been received or expended.**
 - d. **Project Outcome Reporting as defined by CARB Funding Guidelines.**
 - e. **Jobs Reporting as defined by CARB Funding Guidelines.**
2. Other Reporting Requirements: CARB develops and revises Funding Guidelines that will include reporting requirements for all State agencies that receive appropriations from the Greenhouse Gas Reduction Fund. Caltrans and project sponsors will need to submit reporting information in accordance with CARB's Funding Guidelines, including reporting on greenhouse gas reductions and benefits to disadvantaged communities.

D. Cost Principles

1. The Lead Agency agrees to comply with Title 2 of the Code of Federal Regulations 225 (2 CFR 225), Cost Principles for State and Local Government, and 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
2. The Lead Agency agrees, and will assure that its contractors and subcontractors will be obligated to agree, that:
 - a. Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allow ability of individual project cost items and

FY 2024-2025 LCTOP

- b. Those parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving LCTOP funds as a contractor or sub-contractor shall comply with
Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
3. Any project cost for which the Lead Agency has received funds that are determined by subsequent audit to be unallowable under 2 CFR 225, 48 CFR, Chapter 1, Part 31 or 2 CFR, Part 200, are subject to repayment by the Lead Agency to the State of California (State). All projects must reduce greenhouse gas emissions, as required under Public Resources Code section 75230, and any project that fails to reduce greenhouse gases shall also have its project costs subject to repayment by the Lead Agency to the State. Should the Lead Agency fail to reimburse moneys due to the State within thirty (30) days of demand, or within such other period as may be agreed in writing between the Parties hereto, the State is authorized to intercept and withhold future payments due the Lead Agency from the State or any third-party source, including but not limited to, the State Treasurer and the State Controller.

A. Record Retention

1. The Lead Agency agrees and will assure that its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred project costs and matching funds by line item for the project. The accounting system of the Lead Agency, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP) and enable the determination of incurred costs at interim points of completion. All accounting records and other supporting papers of the Lead Agency, its contractors and subcontractors connected with LCTOP funding shall be maintained for a minimum of three (3) years after the "Project Closeout" report or final Phase 2 report is submitted (per CARB Funding Guidelines, Vol. 3, page 3.A-16), and shall be held open to inspection, copying, and audit by representatives of the State and the California State Auditor. Copies thereof will be furnished by the Lead Agency, its contractors, and subcontractors upon receipt of any request made by the State or its agents. In conducting an audit of the costs claimed, the State will rely to the maximum extent possible on any prior audit of the Lead Agency pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by the Lead Agency's external and internal auditors may be relied upon and used by the State when planning and conducting additional audits.
2. For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with

FY 2024-2025 LCTOP

the performance of the Lead Agency's contracts with third parties pursuant to Government Code § 8546.7, the project sponsor, its contractors and subcontractors and the State shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire project period and for three (3) years from the date of final payment. The State, the California State Auditor, or any duly authorized representative of the State, shall each have access to any books, records, and documents that are pertinent to a project for audits, examinations, excerpts, and transactions, and the Lead Agency shall furnish copies thereof if requested.

3. The Lead Agency, its contractors and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the Civil Rights Department, or any other agency of the State of California designated by the State, for the purpose of any investigation to ascertain compliance with this document.

F. Special Situations

Caltrans may perform an audit and/or request detailed project information of the project sponsor's LCTOP funded projects at Caltrans' discretion at any time prior to the completion of the LCTOP.

I certify all these conditions will be met.

Diego Viramontes

(Print Authorized Agent)

City Manager

(Title)

(Signature)

(Date)



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 3.
Section: ADMINISTRATIVE
AGENDA
Meeting Date: April 28, 2025

TO: Honorable Mayor and Council Members

FROM: Diego Viramontes, City Manager
Serrena McCuan, Human Resources Director

SUBJECT: Approval of Resolution No. 2025-40 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING MEMORANDUM OF UNDERSTANDING WITH KERN ECONOMIC DEVELOPMENT FOUNDATION FOR WAGE REIMBURSEMENT - EMERGING LEADERS PROGRAM

SUMMARY:

The City of McFarland has launched the Emerging Leaders Program, a paid internship initiative aimed at providing meaningful work experience for high school and college students in public service roles. In collaboration with the Kern Economic Development Foundation, and coordination with our Community Development Director, Megan Snyder, the City has the opportunity to receive wage reimbursement funding for up to two interns.

Through the Kern Intern Connection Program, the Foundation will provide wage reimbursement according to the City's total number of permanent employees at the time of the interns' hire. The details are outlined below:

- Reimbursement Rate II: For employers with 11–100 permanent employees – \$8.25/hour, up to 40 hours/week, for 8 weeks. Maximum reimbursement: \$2,640.00 per intern.

The City will remain the employer of record for each intern and will be responsible for onboarding, payroll taxes, and insurance. The Foundation will reimburse the City based on hours worked, upon submission of an invoice at the conclusion of the internship.

FINANCIAL IMPACT:

The City may receive reimbursement of up to \$2,640.00 per intern, depending on employee headcount eligibility. This funding will significantly offset costs associated with staffing the internship program for an 8-week period.

RECOMMENDATION:

Staff recommend that the City Council approve the attached Memorandum of Understanding (MOU) with the Kern Economic Development Foundation to participate in the Kern Intern Connection Program, which will provide partial reimbursement for intern wages through the

City's Emerging Leaders Program.

ATTACHMENTS:

1. MOU Reimbursement Agreement 2025 - City of McFarland

RESOLUTION NO. 2025-40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE KERN ECONOMIC DEVELOPMENT FOUNDATION FOR PARTICIPATION IN THE KERN INTERN CONNECTION PROGRAM

WHEREAS, the City of McFarland is committed to fostering workforce development and public service experience through its Emerging Leaders Program; and

WHEREAS, the Kern Economic Development Foundation offers participation in the Kern Intern Connection Program, which provides wage reimbursement to eligible employers hosting interns; and

WHEREAS, the City of McFarland is eligible to receive reimbursement for up to two (2) interns under the program, with potential reimbursement of up to \$2,640.00 per intern depending on employee headcount at the time of hire; and

WHEREAS, the City of McFarland will remain the employer of record for the interns and will be responsible for onboarding, payroll processing, and compliance with all employment laws and insurance requirements; and

WHEREAS, participation in this program will help offset program costs and expand internship opportunities for youth in McFarland.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of McFarland that it hereby finds and determines as follows:

1. The City Council hereby approves the Memorandum of Understanding with the Kern Economic Development Foundation, a copy of which is attached hereto and incorporated herein by this reference.
2. The City Manager, or designee, is authorized and directed to execute the Memorandum of Understanding and any related documents necessary to carry out the purpose of this resolution.
3. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on April 28, 2025 by the following vote:

	Aye	Nae	Abstain	Absent
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Saul Ayon				
Ricardo Cano				
Anita Gonzalez				
María T. Pérez				

CITY OF MCFARLAND

Saul Ayon, Mayor

ATTEST:

Erika De La Cruz, City Clerk

I, _____, City Clerk of the City of McFarland, California, DO HEREBY CERTIFY that the foregoing resolution is a true and accurate copy of the Resolution passed and adopted by the City Council of the City of McFarland on the date and by the vote indicated herein.

APPROVED AS TO FORM:

Nathan Hodges, City Attorney



To: [REDACTED]
From: Kern Economic Development Foundation
Date: [REDACTED], 2025
Re: Kern Intern Connection Program; Memorandum of Understanding
Regarding Wage Reimbursement

This memorandum of understanding (“MOU”) by and between **KERN ECONOMIC DEVELOPMENT FOUNDATION**, a California nonprofit public benefit corporation (the “Foundation”), and [REDACTED] (“Employer”), shall serve to confirm the terms and conditions of Employer’s participation in the Kern Intern Connection Program (the “Program”) to facilitate the employment of up to two (2) interns (singularly “Intern” and collectively “Interns”) based on the terms and conditions set forth herein.

1. **Reimbursement Rate.** The Foundation agrees to reimburse Employer for the cost of employing each Intern based on the following rate schedule (“Reimbursement Rate”):

a. **Reimbursement Rate I.** If Employer employs ten (10) or less permanent employees as of Intern’s date of hire, Employer shall be eligible to be reimbursed for the cost of compensating Intern at a rate of \$16.50 per hour, for up to 40 hours per week, for a duration of up to eight (8) weeks. The total reimbursement amount to be paid to Employer under Reimbursement Rate I pursuant to this MOU shall not exceed \$5,280.00 during the Term (as defined in Section 4 below).

b. **Reimbursement Rate II.** If Employer employs a total of between eleven (11) and one hundred (100) employees as of the Intern’s date of hire, Employer shall be eligible to be reimbursed for the cost of compensating Intern at a rate of \$8.25 per hour, for up to 40 hours per week, for a duration of up to eight (8) weeks. The total reimbursement amount to be paid to Employer under Reimbursement Rate II pursuant to this MOU shall not exceed \$2,640.00 during the Term.

c. To the extent the Intern resides more than twenty-five (25) miles from Employer’s worksite, Intern may be eligible to receive a stipend to offset Intern’s transportation costs, which shall be determined by Foundation on a case-by-case basis in its sole and absolute discretion.

2. **Employer Acknowledgments.** Employer acknowledges and agrees to the following:

a. Employer shall be responsible for onboarding each Intern and be considered the sole employer of Intern.

b. The Intern(s) shall not be considered employees, independent contractors, agents, joint venturers or partners of the Foundation. Nothing in this MOU shall be interpreted or construed as creating an employment relationship between the Foundation and the Intern(s).

c. Employer shall be solely responsible for paying all taxes, including but not limited to state and federal income taxes, SDI and FICA, that are attributable to compensating Intern(s) under this Program.

3. **Payments.** The Foundation agrees to reimburse Employer within forty-five (45) days of receipt of an invoice from Employer for the costs incurred and the Reimbursement Rate to which it is entitled under Section 1 above. Employer shall submit for reimbursement no later than sixty (60) days after the completion of the internship.

4. **Term.** Unless sooner terminated as provided herein, this MOU shall be effective and enforceable as to each Intern for a period of eight (8) weeks, commencing on Intern's first day of employment with Employer (the "Term"). Within five (5) days of commencement of the Term, Employer shall provide the Foundation with written notice confirming Intern's first day of employment. At the conclusion of the Term, the Foundation shall no longer be obligated to pay Employer the Reimbursement Rate provided for herein and Employer shall be solely responsible for all further costs associated with employing and compensating Intern.

5. **Termination.** Employer shall have the right, in its sole and absolute discretion, to terminate Intern's employment, with or without cause, throughout the Term. In the event of any such termination, Employer shall be reimbursed in accordance with Section 1 for all hours worked by Intern up to and through the date of termination. The parties' respective rights and obligations under this MOU shall otherwise terminate and this MOU shall be of no further force or effect as of the date of termination.

6. **Insurance.** During the Term of this MOU, Employer shall maintain such types and amounts of insurance as are customary in Employer's line of business and otherwise maintain any insurance as required by law, including, but not limited to, workers' compensation insurance.

7. **Indemnification by Employer.** To the fullest extent permitted by law, Employer shall hold harmless, indemnify, reimburse and defend the Foundation and its officers, directors, agents and employees from and against any and all claims, suits, actions, proceedings, losses, liabilities, professional liabilities or expenses (including attorneys' fees and all court costs and other expenses) arising out of or in connection with: (i) Intern's course and scope of work performed on behalf of Employer during the Term of this MOU; (ii) the failure of Employer (or its directors, officers, employees, agents or subcontractors) to comply with any provision of this MOU; and (iii) any negligent act or omission or willful misconduct of Employer (or any of its directors, officers, employees, agents or subcontractors) otherwise pertaining in any manner to this MOU.

8. **Limitation of Liability.** The liability of either party to the other for any type of damages, whether considered general or special damages, shall be limited to the total reimbursement amount paid to Employer under Section 1 herein, unless such damages are the result of a party's gross negligence or willful misconduct.

9. **No Third-Party Beneficiary; No Partnership or Joint Venture Created.** This MOU is made for the sole benefit of the parties and their respective successors and assigns, and no other person or persons shall have any right of action hereon. Nothing in this MOU shall be construed, deemed, or

interpreted by the parties or by any third person to create the relationship of principal and agent or of partnership, joint venture or any other association other than contractual parties to this MOU.

10. **Entire Agreement/Amendments.** This MOU constitutes the entire integrated agreement between the Foundation and Employer. All prior negotiations, representations, and agreements, written or oral, between the parties regarding the subject matter of this MOU are superseded and canceled hereby and shall not be used to interpret or construe this MOU. No amendment or modification of this MOU shall be effective or enforceable, unless in writing signed by the parties.

Dated: _____, 2025

**KERN ECONOMIC DEVELOPMENT
FOUNDATION**, a California nonprofit public
benefit corporation (“Foundation”)

By: _____

Its: _____

Dated: _____, 2025 **City of McFarland** (“Employer”)

By: _____

Its: _____



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 4.
Section: ADMINISTRATIVE
AGENDA
Meeting Date: April 28, 2025

TO: Honorable Mayor and Council Members

FROM: Diego Viramontes, City Manager
Serrena McCuan, Human Resources Director

SUBJECT: Approval of Resolution No. 2025-41 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING PAY RATE ADJUSTMENTS FOR SPECIFIED PUBLIC WORKS POSITIONS AND UPDATING THE SALARY RANGE SCHEDULE

SUMMARY:

The City of McFarland strives to maintain competitive compensation rates to ensure high-quality service delivery, employee retention, and recruitment of qualified personnel. A recent analysis of comparable positions in surrounding agencies identified that certain Public Works positions were approximately 2.5% or more below market average.

To address these discrepancies, staff is proposing targeted pay rate adjustments for specified Public Works positions. The proposed increases vary depending on the position and the results of the market analysis. Additionally, staff is requesting approval of an updated salary range schedule, which reflects these adjustments and aligns the City's compensation structure with the labor market.

The positions impacted and the associated increases are detailed in the attached "Proposed Pay Range Increases" table. The complete updated salary range schedule is also attached for Council's reference and adoption.

The goal of these adjustments is to close identified wage gaps, enhance employee retention efforts, and maintain a well-qualified Public Works team essential to the maintenance and operation of city infrastructure and services.

FINANCIAL IMPACT:

The financial impact for the remainder of the fiscal year is estimated to be approximately \$15,000 across multiple City funds. Due to current vacancies within the impacted classifications, no budget adjustment is necessary at this time. Staff will continue to monitor expenditures and will return to Council if future adjustments are needed.

RECOMMENDATION:

Staff recommends that the City Council:

1. Approve the proposed pay rate adjustments for specified Public Works employees as

detailed in the attached documents.

2. Approve the updated City of McFarland Salary Range Schedule, effective immediately.

ATTACHMENTS:

1. Proposed Pay Range Increases
2. Proposed Salary Range FY24-25

RESOLUTION NO. 2025-41

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING PAY RATE ADJUSTMENTS FOR SPECIFIED PUBLIC WORKS POSITIONS AND UPDATING THE SALARY RANGE SCHEDULE

WHEREAS, the City of McFarland strives to maintain competitive compensation rates to attract and retain a qualified workforce; and

WHEREAS, a recent market analysis determined that pay rates for certain Public Works positions are approximately 2.5% or more below the regional average for comparable positions in neighboring cities; and

WHEREAS, ensuring the City retains skilled Public Works personnel is critical to maintaining the City's infrastructure, public facilities, and delivery of high-quality public services; and

WHEREAS, to address the current wage disparities and enhance employee retention, the City proposes targeted pay rate adjustments for specified Public Works classifications based on market analysis, with increases varying by position; and

WHEREAS, staff has prepared an updated salary range schedule reflecting the proposed adjustments; and

WHEREAS, the financial impact for the remainder of the fiscal year is estimated at approximately \$15,000 across multiple funds, but no budget adjustment is necessary at this time due to existing vacancies within affected classifications; and

WHEREAS, funding for the proposed increases will be absorbed within existing departmental appropriations, and staff will continue to monitor expenditures to ensure ongoing budgetary compliance;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of McFarland that it hereby finds and determines as follows:

1. The City Council hereby approves the proposed pay rate adjustments for specified Public Works positions as set forth in the attached Proposed Pay Range Increases.

2. The City Council hereby approves the updated Salary Range Schedule for FY 2024-2025 as attached to the accompanying staff report.
3. The City Manager, or their designee, is authorized and directed to take all necessary actions to implement the approved pay rate adjustments and updated salary ranges, effective immediately upon adoption of this Resolution.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on April 28, 2025 by the following vote:

	Aye	Nae	Abstain	Absent
Saul Ayon				
Ricardo Cano				
Anita Gonzalez				
María T. Pérez				

CITY OF MCFARLAND

Saul Ayon, Mayor

ATTEST:

Erika De La Cruz, City Clerk

I, _____, City Clerk of the City of McFarland, California, DO HEREBY CERTIFY that the foregoing resolution is a true and accurate copy of the Resolution passed and adopted by the City Council of the City of McFarland on the date and by the vote indicated herein.

APPROVED AS TO FORM:

Nathan Hodges, City Attorney

CITY OF MCFARLAND
POSITION & SALARY RANGE LIST

NON- EXEMPT EMPLOYEE PAY SCHEDULE - BIWEEKLY								HOURLY PAY					
Water Operator In Training - Current	16	1,489.75	1,565.17	1,644.40	1,727.64	1,815.10	1,906.99	18.62	19.56	20.55	21.60	22.69	23.84
Water Operator In Training - Proposed	19	1,604.30	1,685.51	1,770.84	1,860.48	1,954.67	2,053.62	20.05	21.07	22.14	23.26	24.43	25.67
Increase		114.55	120.35	126.44	132.84	139.56	146.63	1.43	1.50	1.58	1.66	1.74	1.83
Wastewater Treatment Plant Operator In Training - Current	16	1,489.75	1,565.17	1,644.40	1,727.64	1,815.10	1,906.99	18.62	19.56	20.55	21.60	22.69	23.84
Wastewater Treatment Plant Operator In Training - Proposed	19	1,604.30	1,685.51	1,770.84	1,860.48	1,954.67	2,053.62	20.05	21.07	22.14	23.26	24.43	25.67
Increase		114.55	120.35	126.44	132.84	139.56	146.63	1.43	1.50	1.58	1.66	1.74	1.83
Street Maintenance I - Current	16	1,489.75	1,565.17	1,644.40	1,727.64	1,815.10	1,906.99	18.62	19.56	20.55	21.60	22.69	23.84
Street Maintenance I - Proposed	22	1,727.65	1,815.11	1,907.00	2,003.54	2,104.96	2,211.52	21.60	22.69	23.84	25.04	26.31	27.64
Increase		237.90	249.95	262.60	275.89	289.86	304.53	2.97	3.12	3.28	3.45	3.62	3.81
Sweeper/Street Maintenance Worker I - Current	21	1,685.52	1,770.84	1,860.49	1,954.67	2,053.62	2,157.58	21.07	22.14	23.26	24.43	25.67	26.97
Sweeper/Street Maintenance Worker I - Proposed	25	1,860.49	1,954.68	2,053.63	2,157.59	2,266.81	2,381.57	23.26	24.43	25.67	26.97	28.34	29.77
Increase		174.98	183.84	193.14	202.92	213.19	223.98	2.19	2.30	2.41	2.54	2.66	2.80
Transit Operator - Current	19	1,604.30	1,685.51	1,770.84	1,860.48	1,954.67	2,053.62	20.05	21.07	22.14	23.26	24.43	25.67
Transit Operator - Proposed	25	1,860.49	1,954.68	2,053.63	2,157.59	2,266.81	2,381.57	23.26	24.43	25.67	26.97	28.34	29.77
Increase		256.20	269.17	282.79	297.11	312.15	327.95	3.20	3.36	3.53	3.71	3.90	4.10
Facilities Maintenance Specialist - Current	22	1,727.65	1,815.11	1,907.00	2,003.54	2,104.96	2,211.52	21.60	22.69	23.84	25.04	26.31	27.64
Facilities Maintenance Specialist - Proposed	27	1,954.68	2,053.63	2,157.59	2,266.82	2,381.57	2,502.13	24.43	25.67	26.97	28.34	29.77	31.28
Increase		227.03	238.52	250.60	263.28	276.61	290.61	2.84	2.98	3.13	3.29	3.46	3.63
Water Operator I - Current	22	1,727.65	1,815.11	1,907.00	2,003.54	2,104.96	2,211.52	21.60	22.69	23.84	25.04	26.31	27.64
Water Operator I - Proposed	27	1,954.68	2,053.63	2,157.59	2,266.82	2,381.57	2,502.13	24.43	25.67	26.97	28.34	29.77	31.28
Increase		227.03	238.52	250.60	263.28	276.61	290.61	2.84	2.98	3.13	3.29	3.46	3.63
Wastewater Treatment Plant Operator I - Current	22	1,727.65	1,815.11	1,907.00	2,003.54	2,104.96	2,211.52	21.60	22.69	23.84	25.04	26.31	27.64
Wastewater Treatment Plant Operator I - Proposed	27	1,954.68	2,053.63	2,157.59	2,266.82	2,381.57	2,502.13	24.43	25.67	26.97	28.34	29.77	31.28
Increase		227.03	238.52	250.60	263.28	276.61	290.61	2.84	2.98	3.13	3.29	3.46	3.63
Water Operator II - Current	27	1,954.68	2,053.63	2,157.59	2,266.82	2,381.57	2,502.13	24.43	25.67	26.97	28.34	29.77	31.28
Water Operator II - Proposed	30	2,104.98	2,211.54	2,323.49	2,441.12	2,564.69	2,694.52	26.31	27.64	29.04	30.51	32.06	33.68
Increase		150.30	157.91	165.90	174.30	183.12	192.39	1.88	1.97	2.07	2.18	2.29	2.40
Wastewater Treatment Plant Operator II - Current	27	1,954.68	2,053.63	2,157.59	2,266.82	2,381.57	2,502.13	24.43	25.67	26.97	28.34	29.77	31.28
Wastewater Treatment Plant Operator II - Proposed	30	2,104.98	2,211.54	2,323.49	2,441.12	2,564.69	2,694.52	26.31	27.64	29.04	30.51	32.06	33.68
Increase		150.30	157.91	165.90	174.30	183.12	192.39	1.88	1.97	2.07	2.18	2.29	2.40

CITY OF MCFARLAND
POSITION & SALARY RANGE LIST
EFFECTIVE 07/01/2024-06/30/2025

CONTRACT EMPLOYEES

City Manager	Contract
Police Chief	Contract
Police Captain	Contract
Finance Director	Contract
Public Works Director	Contract
Community Development Director	Contract
Human Resources Director	Contract
Assistant Public Works Director	Contract

CITY COUNCIL - MONTHLY

City Councilmembers	\$200
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NON- EXEMPT EMPLOYEE PAY SCHEDULE - BIWEEKLY

HOURLY PAY

TITLE	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP A	STEP F
Administrative Assistant I	15	1,453.42	1,526.99	1,604.29	1,685.51	1,770.83	1,860.48	18.17	23.26
Accounting Clerk I	15	1,453.42	1,526.99	1,604.29	1,685.51	1,770.83	1,860.48	18.17	23.26
Community Service Officer	15	1,453.42	1,526.99	1,604.29	1,685.51	1,770.83	1,860.48	18.17	23.26
Street Maintenance I	16	1,489.75	1,565.17	1,644.40	1,727.64	1,815.10	1,906.99	18.62	23.84
Wastewater Treatment Plant Operator In Training	16	1,489.75	1,565.17	1,644.40	1,727.64	1,815.10	1,906.99	18.62	23.84
Water Operator In Training	16	1,489.75	1,565.17	1,644.40	1,727.64	1,815.10	1,906.99	18.62	23.84
Transit Operator	19	1,604.30	1,685.51	1,770.84	1,860.48	1,954.67	2,053.62	20.05	25.67
Accounting Clerk II	19	1,604.30	1,685.51	1,770.84	1,860.48	1,954.67	2,053.62	20.05	25.67
Animal Control/Code Enforcement Officer	19	1,604.30	1,685.51	1,770.84	1,860.48	1,954.67	2,053.62	20.05	25.67
Police Office Technician	19	1,604.30	1,685.51	1,770.84	1,860.48	1,954.67	2,053.62	20.05	25.67
Community Development Technician	19	1,604.30	1,685.51	1,770.84	1,860.48	1,954.67	2,053.62	20.05	25.67
Sweeper/Street Maintenance Worker I	21	1,685.52	1,770.84	1,860.49	1,954.67	2,053.62	2,157.58	21.07	26.97
Water Operator I	22	1,727.65	1,815.11	1,907.00	2,003.54	2,104.96	2,211.52	21.60	27.64
Wastewater Treatment Plant Operator I	22	1,727.65	1,815.11	1,907.00	2,003.54	2,104.96	2,211.52	21.60	27.64
Facilities Maintenance Specialist	22	1,727.65	1,815.11	1,907.00	2,003.54	2,104.96	2,211.52	21.60	27.64
Police Emergency Dispatcher	25	1,860.49	1,954.68	2,053.63	2,157.59	2,266.81	2,381.57	23.26	29.77
Accounting Clerk III	25	1,860.49	1,954.68	2,053.63	2,157.59	2,266.81	2,381.57	23.26	29.77
Administrative Assistant II	26	1,907.01	2,003.55	2,104.97	2,211.53	2,323.48	2,441.11	23.84	30.51
Water Operator II	27	1,954.68	2,053.63	2,157.59	2,266.82	2,381.57	2,502.13	24.43	31.28
Wastewater Treatment Plant Operator II	27	1,954.68	2,053.63	2,157.59	2,266.82	2,381.57	2,502.13	24.43	31.28
Crime Scene Technician	27	1,954.68	2,053.63	2,157.59	2,266.82	2,381.57	2,502.13	24.43	31.28
Police Officer Reserve/Trainee	27	1,954.68	2,053.63	2,157.59	2,266.82	2,381.57	2,502.13	24.43	31.28
Communications and Marketing Specialist	27	1,954.68	2,053.63	2,157.59	2,266.82	2,381.57	2,502.13	24.43	31.28
Animal Control Supervisor	29	2,053.64	2,157.60	2,266.82	2,381.58	2,502.14	2,628.80	25.67	32.86
Communication/Records Supervisor	30	2,104.98	2,211.54	2,323.49	2,441.12	2,564.69	2,694.52	26.31	33.68
Staff Accountant	32	2,211.54	2,323.50	2,441.12	2,564.70	2,694.53	2,830.94	27.64	35.39
Parks and Streets Maintenance Supervisor	32	2,211.54	2,323.50	2,441.12	2,564.70	2,694.53	2,830.94	27.64	35.39
Police Officer	33	2,266.83	2,381.59	2,502.15	2,628.81	2,761.89	2,901.71	28.34	36.27
School Resource Officer	33	2,266.83	2,381.59	2,502.15	2,628.81	2,761.89	2,901.71	28.34	36.27
Building Inspector I/Code Enforcement Officer	35	2,381.59	2,502.15	2,628.82	2,761.90	2,901.71	3,048.61	29.77	38.11
Police Corporal	37	2,502.16	2,628.82	2,761.90	2,901.72	3,048.61	3,202.94	31.28	40.04
Wastewater Treatment Plant Operator III/ Supervisor	38	2,564.71	2,694.55	2,830.95	2,974.26	3,124.83	3,283.02	32.06	41.04
Water Operator III/Supervisor	38	2,564.71	2,694.55	2,830.95	2,974.26	3,124.83	3,283.02	32.06	41.04
Accounting Supervisor	38	2,564.71	2,694.55	2,830.95	2,974.26	3,124.83	3,283.02	32.06	41.04
Police Sergeant	41	2,761.91	2,901.73	3,048.62	3,202.96	3,365.10	3,535.45	34.52	44.19

EXEMPT EMPLOYEE PAY SCHEDULE - BIWEEKLY

HOURLY PAY

City Clerk (Non-Certified)	35	2,381.59	2,502.15	2,628.82	2,761.90	2,901.71	3,048.61	29.77	38.11
City Clerk (Certified)	41	2,761.91	2,901.73	3,048.62	3,202.96	3,365.10	3,535.45	34.52	44.19
Assistant Engineer/Projects Manager	46	3,124.85	3,283.04	3,449.24	3,623.85	3,807.30	4,000.04	39.06	50.00
Grants Manager	46	3,124.85	3,283.04	3,449.24	3,623.85	3,807.30	4,000.04	39.06	50.00
Senior City Planner	46	3,124.85	3,283.04	3,449.24	3,623.85	3,807.30	4,000.04	39.06	50.00
Finance Manager	46	3,124.85	3,283.04	3,449.24	3,623.85	3,807.30	4,000.04	39.06	50.00