



TOWN OF PARADISE

5555 SKYWAY • PARADISE, CALIFORNIA 95969-4931

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www.townofparadise.com

Management Staff:

Charles L. Rough, Jr., Town Manager
Dwight L. Moore, Town Attorney
Joanna Gutierrez, Town Clerk
Lauren Gill, Assistant Town Manager
Craig Baker, Community Development Director
Gabriela Tazzari-Dineen, Acting Police Chief
Rob Cone, Interim Fire Chief
Gina Will, Finance Director/Town Treasurer

Town Council:

Steve "Woody" Culleton, Mayor
Tim Titus, Vice Mayor
Joe DiDuca, Council Member
Scott Lotter, Council Member
Alan White, Council Member

TOWN COUNCIL AGENDA

SPECIAL MEETING – 7:00 PM – September 11, 2012

Or Immediately Following Regular Meeting

In accordance with the Americans with Disabilities Act, if you need a special accommodation to participate, please contact the Town Clerk's Dept., at 872-6291 at least 48 hours in advance of the meeting. Hearing assistance devices for the hearing impaired are available from the Town Clerk.

Members of the public may address the Town Council on any agenda item, including closed session. If you wish to address the Town Council on any matter on the Agenda, it is requested that you complete a "Request to Address Council" card and give it to the Town Clerk prior to the beginning of the Council Meeting.

All writings or documents which are related to any item on an open session agenda and which are distributed to a majority of the Town Council will be available for public inspection at the Town Hall in the Town Clerk Department at 5555 Skyway, Room 3, at the same time the subject writing or document is distributed to a majority of the subject body. Regular business hours are Monday through Thursday from 8:00 a.m. to 5:00 p.m.

1. OPENING

- a. Call to Order
- b. Pledge of Allegiance to the Flag of the United States of America
- c. Roll Call

2. COUNCIL CONSIDERATION

- a. Consider adopting Resolution No. 12-___, A Resolution Authorizing the Town Manager to Execute a Partial Memorandum of Understanding (MOU) between the Town of Paradise and the Paradise Firefighters Association (PFA), relating to a cap on employer paid medical premiums. **(ROLL CALL VOTE)** The purpose of the Partial MOU is to implement a cap on the portion of the medical premium paid by the Town for the employee medical plan.

3. ADJOURNMENT

STATE OF CALIFORNIA)	SS.
COUNTY OF BUTTE)	
I declare under penalty of perjury that I am employed by the Town of Paradise in the Town Clerk's Department and that I posted this Agenda on the bulletin Board both inside and outside of Town Hall on the following date:	
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TOWN/ASSISTANT TOWN CLERK SIGNATURE	

**TOWN OF PARADISE
RESOLUTION NO. 12-__**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE AUTHORIZING
THE TOWN MANAGER TO EXECUTE A PARTIAL MEMORANDUM OF UNDERSTANDING
BETWEEN THE TOWN OF PARADISE AND THE PARADISE FIREFIGHTERS ASSOCIATION**

WHEREAS, the Meyers-Millias-Brown Act of the State of California, commencing with Government Code Section 3500, requires certain procedures to be followed regarding Employee-Employer relations; and

WHEREAS, the Town Council has directed the Town Manager to meet and confer in good faith with members of the Paradise Firefighters Association.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Paradise as follows:

Section 1. That the attached Partial Memorandum of Understanding (MOU) between the Town and the Town of Paradise Firefighters Association is approved for execution by the Town Manager.

Section 2. Furthermore, the Town Manager is hereby authorized to make appropriate adjustments to the Town's annual budget, including implementation of necessary administrative changes as may be required, to implement the terms and conditions set forth in the MOU.

PASSED AND ADOPTED by the Town Council of the Town of Paradise this ____ day of September, 2012, _____ by the following vote:

AYES:

NOES:

ABSENT:

NOT VOTING:

ATTEST:

Steve "Woody" Culleton, Mayor

By: _____
Joanna Gutierrez, Town Clerk

APPROVED AS TO FORM:

By: _____
Dwight L. Moore, Town Attorney

PARTIAL MEMORANDUM OF UNDERSTANDING

BETWEEN THE TOWN OF PARADISE AND THE PARADISE FIREFIGHTERS ASSOCIATION

WHEREAS, the prior Memorandum of Understanding between the Town of Paradise and the Town of Paradise Firefighters Association expired on December 31, 2011 except that pursuant to Section 2.1 its terms remain in effect until there is a subsequent Memorandum of Understanding between the parties or an impasse; and

WHEREAS, the Town and the Association have met and conferred as to the medical plan for the Association employees, which has resulted in their agreement concerning a cap on the amount to be paid by the Town for the medical plan; and

WHEREAS, the Town and the Association wish to implement the cap on the medical plan, even though other terms and conditions for a subsequent Memorandum of Understanding are still subject to further negotiations.

NOW THEREFORE, the Town and the Association agree as follows:

1. Notwithstanding Section 5.3 or any other provision in the prior Memorandum of Understanding between the Town and the Association, the Town Share of the premiums for a medical plan for the Association employees shall be as follows:

5.3 MEDICAL PLAN

- A. All employees shall enroll in an available medical plan in accordance with PERS and Town regulations. Each employee shall pay all administrative fees required by the PERS medical program.
- B. Effective following adoption of this Partial Memorandum of Understanding, the Town agrees to pay monthly a portion of the premiums for a medical plan, up to, but not exceeding the following amounts.

Town Share Cap

Employee	\$ 504.15
Employee plus one	\$1,008.29
Employee plus two or more	\$1,310.79

Any premium cost in addition to the above Town Share Caps shall be paid by employees.

2. All other provisions within the prior Memorandum of Understanding shall remain in effect until there is a subsequent Memorandum of Understanding between the Town and the Association. Any conflicts with the prior Memorandum of Understanding shall be controlled by this Partial Memorandum of Understanding.
3. This Agreement shall become effective upon the Town of Paradise signing a Service Contract with Cal Fire that reflects the terms and conditions of the Transitional MOU between the Town of Paradise and the Paradise Firefighters Association.

Town Manager _____ Date 9/6/12 Association [Redacted Signature]