

**CITY MANAGER'S/STAFF'S REPORT
CITY COUNCIL MEETING:**

April 4, 2022

ITEM NO: 1.a.

SUBJECT: Consideration of resolution in support of the County of Fresno Board of Supervisors Homelessness Priorities resolution

BACKGROUND: Sonia De La Rosa, Fresno County Program Administrator – Homelessness Liaison, will provide a report and update to the City Council during a Special Meeting workshop on April 4 regarding Countywide Homelessness Priorities.

In addition, Fresno County Department of Behavioral Health staff, who serve on the Selma Community Cares Homeless Coalition, have requested that the Selma City Council consider adopting a resolution in support of the recently adopted County of Fresno Board of Supervisors Resolution regarding Homelessness Priorities (Exhibit A).

RECOMMENDATION: Consider adoption of the resolution in support of the County of Fresno Board of Supervisors Resolution regarding Homelessness Priorities.

Fernando Santillan, City Manager

RESOLUTION NO. 2022–

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF SELMA, CALIFORNIA, SUPPORTING A COUNTY OF
FRESNO BOARD OF SUPERVISORS RESOLUTION
REGARDING HOMELESSNESS PRIORITIES**

WHEREAS, the County of Fresno Board of Supervisors has adopted a Homelessness Priorities Resolution at the March 22, 2022 Board Meeting; and

WHEREAS, the County of Fresno and the City of Selma have jointly undertaken multiple efforts at the local level to address homelessness countywide;

BE IT RESOLVED that the City Council of the City of Selma support the adoption of the resolution adopted by the County of Fresno Board of Supervisors regarding the matter of Homelessness Priorities for 2022.

PASSED, APPROVED AND ADOPTED this 4th day of April, 2022, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:

Scott Robertson, Mayor

ATTEST:

Reyna Rivera, City Clerk

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF FRESNO
STATE OF CALIFORNIA

IN THE MATTER OF ADOPTING)
HOMELESSNESS PRIORITIES FOR)
2022)

RESOLUTION

WHEREAS, the County of Fresno has undertaken multiple efforts at the local level to address homelessness; and

WHEREAS, on November 6, 2018, the Fresno County Board of Supervisors directed the development of a comprehensive plan to address homelessness with input from the Directors of the Departments of Behavioral Health, Public Health, and Social Services; and

WHEREAS, the Fresno County Board of Supervisors is in support of the structure of the Multi-Agency Response to Community Homelessness, which will serve as a regional collective impact initiative maintaining focus on the community's adopted homelessness priorities; and

WHEREAS, the County of Fresno has met with cities and used the input provided by city representatives and the County's Departments of Behavioral Health, Public Health and Social Services to update the list of priorities to strategically address homelessness countywide; and

WHEREAS, through regional collaboration public health and public safety will be preserved countywide.

NOW, THEREFORE, BE IT RESOLVED by the Fresno County Board of Supervisors that the following list of priorities will serve as the basis/plan to address homelessness countywide:

1. OUTREACH will be informed by reporting parties and law enforcement to engage, provide services and hygiene kits at encampments, linkage to programs/resources, track key data related to homelessness and service need, and strengthen medical outreach resources.
2. RELOCATION AND SANITATION through continued enforcement of ordinances to address hazardous or unsanitary conditions, which constitute fire, health, and/or safety risks.

3. TRANSPORTATION to connect individuals to services and maintain engagement.
4. SAFE SHELTERS/TRIAGE CENTERS through coordination with cities and partnerships with community faith-based organizations and to include emergency housing for those who are not ambulatory and have health needs.
5. TRANSITIONAL AND AFFORDABLE HOUSING that includes exploration of independent living, rehabilitation of existing homes and other housing opportunities.
6. WRAP AROUND SERVICES include substance use disorder and mental health services that continue once individuals exit programs and/or jail and expand diversion from homelessness and rapid rehousing services.
7. JOB PLACEMENT AND TRAINING to train/retrain individuals entering/re-entering the work force.

BE IT FURTHER RESOLVED that said list is a living document, to be updated as necessary based on data-driven outcomes or at least once a year.

THE FOREGOING, was passed and adopted by the following vote of the Board of Supervisors
of the County of Fresno this 22nd day of March, 2022, to wit:

AYES: Supervisors Brandau, Magsig, Mendes, Pacheco, Quintero

NOES: None

ABSENT: None

ABSTAINED: None

A. Pal

Brian Pacheco, Chairman of the Board of Supervisors of
the County of Fresno

ATTEST:

Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: Hannah

Deputy

**CITY MANAGER'S/STAFF'S REPORT
CITY COUNCIL MEETING:**

April 4, 2022

ITEM NO: 1.b.

SUBJECT: Consideration of a twelve-month extension to the current Emergency Medical Services (EMS) Provider Agreement with Fresno County to continue providing ambulance services within the county's G zone.

DISCUSSION: In June of 2019, Council approved the current EMS Provider Agreement with Fresno County. This agreement authorizes the City of Selma to provide EMS transport services within the boundaries of the city, along with certain portions of Fresno County, together known as Fresno County Ambulance Service Zone G. The current three-year agreement, which is set to expire at the end of June 2022, allows for two, mutually agreed upon, twelve-month extensions. Fresno County has agreed to the first extension, which will begin July 1, 2022.

RECOMMENDATION: Staff recommends that Council approve the 12-month extension to the current EMS Provider Agreement with Fresno County to continue providing ambulance service within the County's G zone.

Robert Petersen, Fire Chief

Fernando Santillan, City Manager



County of Fresno
DEPARTMENT OF PUBLIC HEALTH
David Luchini, Director
Dr. Rais Vohra, Interim Health Officer

February 15, 2022

Scott Robertson, Mayor
City of Selma
1710 Tucker St
Selma, CA 93662

Re: One-Year Extension of Agreement #19-320 for Paramedic Ambulance Services

Dear Mr. Robertson:

The Agreement #19-320, which was approved by the Board of Supervisors on July 9, 2019, allowed for the option of two twelve (12) month extensions upon written approval of both parties no later than thirty (30) days prior to the first day of the next twelve-month extension period (July 1, 2022) and authorized the Director of Public Health to execute such written approval on behalf of the County.

The Department's review of the contracted services provided by City of Selma is determined to be satisfactory. Therefore, the Department would like to extend the agreement from July 1, 2022 through June 30, 2023. If you, as the signing authority for City of Selma, would also like the agreement to be extended as stated, please sign and date on the line below and return this letter by June 1, 2022 to:

Douglas Loera
Department of Public Health
P.O. Box 11867
Fresno, CA 93705

Respectfully,

David Luchini (Feb 23, 2022 12:23 PST)

David Luchini, RN, PHN
Director of Public Health

City of Selma

Date

cc: Ron Alexander

Promotion, preservation and protection of the community's health

1221 Fulton Street /P. O. Box 11867, Fresno, CA 93775

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EMERGENCY MEDICAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2019, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY," and the **CITY OF SELMA**, a Municipal Corporation, whose address is 1710 Tucker, Selma, California, 93662, hereinafter referred to as "CONTRACTOR" and collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, COUNTY, through its Department of Public Health, has been designated as the local EMS Agency of the County of Fresno pursuant to California Health and Safety Code Section 1797.200; and

WHEREAS, CONTRACTOR is capable of providing emergency ambulance services to persons needing such services within the boundaries of Fresno County Ambulance Zone G; and

WHEREAS, CONTRACTOR is contracting hereunder prehospital emergency medical services pursuant to the terms of this Agreement within said Zone G.

NOW, THEREFORE, the Parties agree as follows:

1. The Parties acknowledge that the COUNTY's Department of Public Health has been designated as the Local EMS Agency of the COUNTY with the authority to plan, implement and evaluate an emergency medical services system for and within Fresno County pursuant to California Health and Safety Code Sections 1797.200 and 1797.204. The Parties also acknowledge that the Local EMS Agency has implemented COUNTY EMS Policy #200, attached hereto as Exhibit E and incorporated herein by reference (Authorization of Ambulance Provider Agencies in Fresno County). The Parties further acknowledge that the EMS Medical Director of COUNTY's Department of Public Health has the authority set forth in Health and Safety Code Section 1798. CONTRACTOR agrees that it shall operate its emergency medical care program in conformity with the medical policies, procedures and standards issued and amended by the Local EMS Agency (hereinafter collectively referred to as the "COUNTY EMS Policies and Procedures," and individually referred to as "COUNTY EMS Policy #"). Neither the fact that this Agreement is entered into nor anything contained in this Agreement shall be construed as an admission by either Party hereto restricting CONTRACTOR's

legal authority, if any, to plan, implement, and operate within or without its corporate boundaries a system of emergency medical services (including, but not limited to, ambulance services) independent of COUNTY's authorization or approval.

2. DUTIES OF CONTRACTOR

A. CONTRACTOR shall be responsible for furnishing services, equipment and materials, as hereinafter set forth, in order to provide emergency medical services to persons in need thereof within the incorporated boundaries of the City of Selma and that certain portion of the unincorporated area of Fresno County, together known as Fresno County Ambulance Service Zone G, as shown in Exhibit "A," attached hereto and incorporated herein by reference.

B. CONTRACTOR shall maintain automatic vehicle locators in each authorized emergency ambulance unit and authorized disaster response unit.

C. CONTRACTOR shall assure that all calls received by the City of Selma PSAP (Public Safety Answering Point) for medical assistance are transferred directly to the COUNTY's centralized ambulance dispatch facility.

D. CONTRACTOR agrees to meet performance standards and requirements as further discussed in Section 6 of this Agreement.

3. DUTIES OF COUNTY

A. COUNTY shall operate a central dispatching facility and shall, on a non-exclusive basis, provide the primary dispatch of all calls for emergency medical care and ambulance services within the area set forth in Exhibit "A" to the CONTRACTOR in accordance with COUNTY EMS Policies and Procedures.

1) COUNTY will assist CONTRACTOR in developing, implementing, and maintaining an internal field supervision system to provide evaluation of CONTRACTOR's personnel providing service under this Agreement according to the standards established by the COUNTY EMS Policies and Procedures.

2) COUNTY will do periodic and annual inspections of CONTRACTOR's emergency ambulance services personnel certifications, records, vehicles, equipment, and facilities required by law and this Agreement.

B. Notwithstanding the foregoing provisions of Subsection 3.A. of this Agreement, COUNTY is not restricted by reason of this Agreement from entering into an agreement for services that are the same as or similar to these provided by CONTRACTOR pursuant to this Agreement with an entity other than CONTRACTOR for the provision of emergency medical services within the same geographic area as described in Exhibit "A." COUNTY shall notify CONTRACTOR of any proposal to enter into such an agreement with any other entity prior to award of such agreement.

C. The COUNTY shall provide the following for CONTRACTOR'S use during the term of this Agreement:

1) The use of COUNTY communications infrastructure for EMS Med Channels, as provided herein.

2) COUNTY shall allow for continued use of previously provided Portable (Handheld) Radios, Pagers, and In-Vehicle Radios, however, the maintenance and replacement of these radios previously provided by COUNTY shall be the responsibility of CONTRACTOR. Such communications equipment shall be returned to COUNTY by CONTRACTOR at the time of replacement.

4. QUALIFICATION OF CONTRACTOR

CONTRACTOR shall at all times meet the requirements set forth by the California Highway Patrol, the California Vehicle Code, the State Department of Health, the California Health and Safety Code, the California Code of Regulations, the COUNTY's Department of Public Health with respect to medical standards, and any other applicable statute or regulation with respect to the services, equipment, and materials which are the subject matter of this Agreement. In the event of conflicting statutes or regulations, the statute or regulation setting forth the most stringent requirements shall be adhered to by CONTRACTOR. In the event of a conflict between the terms of this Agreement and any resolution or regulation of the COUNTY, the terms of this Agreement shall prevail.

5. AREA SERVED

CONTRACTOR shall provide emergency medical services, on a non-exclusive basis, upon dispatch by COUNTY and/or upon direct call to Selma's Fire or Police Department to any

location or incident within the territory of Fresno County Ambulance Service Zone Area G (herein "Area G") as shown in Exhibit "A." In addition, upon request of the COUNTY EMS Communications Center, or other appropriate dispatching/requesting agency (as defined by COUNTY EMS Policies and Procedures), CONTRACTOR shall, to the extent consistent with its primary responsibility to provide emergency medical services on a non-exclusive basis, in the area of Exhibit "A," render all reasonable prehospital "mutual aid" to those providers of emergency medical services operating within the adjacent Service Zone Areas in order to ensure that timely emergency medical services are rendered to persons in need of such services within those areas.

6. SERVICES TO BE PROVIDED AND PERFORMANCE STANDARDS

A. CONTRACTOR shall provide appropriate ambulance, paramedic, and medical equipment and personnel in order to furnish "Advanced Life Support" (ALS) and "Basic Life Support" (BLS) services to persons within Area G on a non-exclusive, on-call basis, twenty-four (24) hours per day, seven (7) days per week.

"Advanced Life Support" services shall mean special services designed to provide definitive emergency medical care, including, but not limited to, cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration of specified drugs and other medical preparations, and other specified techniques and procedures administered by authorized personnel under direct supervision of a base station hospital or according to approved written protocols.

"Basic Life Support" services shall mean emergency first aid and cardiopulmonary resuscitation procedures which, as a minimum, includes recognizing respiratory and cardiac arrest and starting the proper application of cardiopulmonary resuscitation to maintain life without invasive techniques until the patient may be transported or until advanced life support is available.

B. Response Areas and Performance Standards:

1) Metropolitan Response Area

The Metropolitan Response Area is defined as that area within the corporate limits of the City of Selma as now or hereafter amended plus an area within one (1)

statutory mile of said corporate limits, which is initially described in Exhibit "B", attached hereto and incorporated herein by this reference.

2) Rural Response Area

The Rural Response Area is defined as that area beyond the Metropolitan Response Area limits, which is described in Exhibit "C", attached hereto and incorporated herein by this reference.

3) Response Time Performance Standards

Response time standards for the abovementioned areas are defined in Exhibit "D", attached hereto and by this reference incorporated herein.

4) The required response times under this Agreement are measured from the time CONTRACTOR is alerted for a response to the time that CONTRACTOR arrives at scene of the incident with a fully staffed and equipped emergency ambulance unit. COUNTY provides CONTRACTOR with significant flexibility in CONTRACTOR's methods of providing said services in order to achieve minimum results required under this Agreement. This is based upon CONTRACTOR's commitment to perform to the response time standards required under this Agreement. Therefore, a deficiency or an error by CONTRACTOR in one or more phases of its operations (e.g., vehicle deployment plan and basing model, and vehicle maintenance) shall not be the basis for the EMS Agency granting an exception to CONTRACTOR for its performance in another phase of its operation (e.g., response time performance). Required response times shall be measured in minutes and seconds, and shall be time stamped by the EMS Agency's computer aided dispatch (CAD) system consistent with the requirements herein.

COUNTY and the EMS Agency recognizes that dispatch operations are not a responsibility or under the control of CONTRACTOR. COUNTY and the EMS Agency acknowledge that CONTRACTOR is not to be held responsible for delays that may occur due to dispatching, and the CONTRACTOR acknowledges that the COUNTY EMS Communications Center requires adequate time to process each request (e.g., time from request received to the time of unit alert). COUNTY agrees to monitor the COUNTY EMS Communications Center to ensure that its dispatch performance remains within the standards developed by COUNTY and the local EMS

Agency.

The EMS Agency may grant exemptions from response time performance requirements stated herein, on case-by-case basis, for calls where weather conditions, multi-casualty incidents, or other situations beyond the Contractor's control cause unavoidable delay. All such calls shall be individually examined by the EMS Agency as to system status plan and staffing levels, dispatch and in-service times, and other influencing factors (e.g., weather conditions), and if the circumstances warrant, the EMS Agency may authorize the exclusion of such calls when measuring performance requirements under Section 6.B, herein. Exclusion of a call under this paragraph means that a late call which has received approval for an appeal will not count as an on-time response. Therefore, it is excluded from the database for the purpose of fractile performance calculation (*i.e.*, performance measured by fractions of a minute or hour).

In order to be eligible for such exemption, the Contractor shall notify the EMS Agency within a reasonable amount of time of the occurrence. Equipment failure, personnel error, or lack of a nearby ambulance does not constitute grounds for exemption from response time performance requirements.

a) Failure to Report "At Scene"

In instances when emergency ambulance units fail to report "at scene," the time of the next communications by those units with the COUNTY EMS Communications Center shall be used as the "at scene" time. However, CONTRACTOR may appeal such instances when it can document the actual arrival time through another means (e.g., non-CONTRACTOR first responder communication recording and automatic vehicle locator).

b) Unit Cancelled Prior to Arrival "At Scene"

Required response time standards do not apply to instances where CONTRACTOR is cancelled prior to arrival at scene.

i) "At Scene"

Shall be defined as the moment when the assigned emergency ambulance unit is physically at or within one hundred (100) feet of the scene. In instances where the emergency ambulance unit responds to a location other than the scene (*e.g.*,

staging area), arrival “at scene” shall be the time such unit arrives at, or is within one hundred (100) feet of, the designated staging location.

5) Performance Indicators for Alerting and Initiating Response

The following performance indicators shall be used to evaluate the timeliness of CONTRACTOR’s field operations (from time of unit alert to time “at scene”) in response to requests that require an immediate dispatch (Priorities 1 and 2) or an urgent dispatch (Priorities 3 and 4). Such performance indicators are not used as standards for enforcing CONTRACTOR’s compliance with required response time standards under this Agreement. Rather, they are utilized as a means of determining whether CONTRACTOR meets the criteria for an exception to response time standards and for evaluating the need for more in-depth Quality Improvement review by the EMS Agency and/or CONTRACTOR of CONTRACTOR’s services.

a) Crew Response Phase (Priorities 1, 2, 3 and 4)

For requests for immediate responses (Priorities 1 and 2) and urgent responses (Priorities 3 and 4), the “Chute Time” is the measurement of elapsed time from “unit alert” to the time that all crewmembers are in the ambulance unit, begin response, and report on radio to the COUNTY EMS Communications Center of “unit enroute.” For CONTRACTOR’s primary ambulance units, the maximum permissible Chute Time shall be one hundred twenty (120) seconds or less. This performance indicator is a performance measurement of CONTRACTOR’s performance separate from any other performance standard in this Agreement.

i) “Unit Alert”

Shall be defined as the moment the COUNTY EMS Communications Center alerts CONTRACTOR’s emergency ambulance unit for a response.

6) Ambulances shall be staffed and equipped at the appropriate response level for the response incident (Advanced Life Support or Basic Life Support). The Contractor may utilize its own discretion on resource management with regard to advanced life support (paramedic) ambulance units. The Contractor may operate a *single-tiered system* - utilizing advanced life support (paramedic) ambulance units for all responses or the Contractor may operate a *multi-tiered system* - staffing different types of units with different staffing levels in order to service the various types of

responses. The Contractor has the operational flexibility to operate under either model in order to provide a cost-effective system. However, the Contractor's obligation to perform its minimum performance requirements under this Agreement to the reasonable satisfaction of the County and the EMS Agency shall not be lessened if Contractor elects to operate a *multi-tiered system* - that is, the Contractor shall in any event be responsible to provide an appropriately staffed and equipped ambulance unit to one-hundred percent (100%) requests for services, as defined in the EMS Agency Policy and Procedures.

The EMS Agency requirement for minimum staffing of advanced life support (paramedic) units is one (1) currently California-licensed and locally-accredited paramedic and one (1) currently trained and locally certified EMT. The minimum staffing for a BLS unit is two (2) locally certified EMTs.

The utilization of BLS ambulances as a part of a *multi-tiered system*, and, in the case of incidents which require the response of an advanced life support (paramedic) ambulance unit, the Contractor utilizes BLS ambulances in conjunction with non-transport advanced life support (paramedic) units, the following standards shall apply:

- a) Rendezvous between BLS ambulance units and advanced life support (paramedic) units shall be initiated according to the standards described in EMS Policy #510; and
 - b) Such BLS ambulance personnel shall adhere to EMS Agency Policy and Procedures regarding treatment and the urgency of transport. Patient transport shall not be inappropriately delayed, contrary to EMS Agency Policy and Procedures, in order to wait for the arrival of a non-transport advanced life support (paramedic) unit in order to prevent the levy of liquidated damages regarding a BLS response.
 - c) BLS level ambulances for services under this Agreement shall be equipped and staffed at the BLS-defibrillation level.
- 7) CONTRACTOR shall make (and shall maintain for 180 days) a tape-recorded copy of all requests for medical aid through the designated public service answering point.

8) CONTRACTOR shall, consistent with COUNTY EMS Policies and Procedures, develop, collect, maintain and transmit to COUNTY data regarding its delivery of services hereunder.

9) CONTRACTOR shall notify the COUNTY EMS Communications Center immediately upon receipt of calls for medical aid and/or transportation, and attempt to forward medical 911 calls to the COUNTY EMS Communications Center to allow for telephone medical pre-arrival instructions.

10) CONTRACTOR shall make and maintain a contact with the COUNTY EMS Communications Center on the COUNTY EMS Med-Net System for the purpose of tracking and data collection.

11) CONTRACTOR agrees to provide an internal quality improvement program, which adheres to the COUNTY EMS Policies and Procedures.

7. EQUIPMENT AND PERSONNEL

CONTRACTOR shall furnish, operate, maintain and replace, as necessary, any and all items of equipment, apparatus and supplies, whether real, personal, or otherwise, and qualified personnel as may be necessary to fulfill its obligations under this Agreement. As between the COUNTY and CONTRACTOR, title to all such equipment, apparatus and supplies furnished by CONTRACTOR, shall remain at all times in CONTRACTOR, and personnel assigned to the performance of this Agreement are and shall remain employees or contractors of the CONTRACTOR.

8. INDEPENDENT CONTRACTOR

In order to establish that COUNTY is not a co-employer of CONTRACTOR's officers, agents or employees, the Parties agree to the provisions of this Section 8.

In performance of the work, duties, and obligations assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of CONTRACTOR's officers, agents, employees, and independent contractors, will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY, regardless of the nature and extent of the acts performed by them. COUNTY shall not assume any liability under

any employer's liability law or any other law on account of any act of CONTRACTOR'S officers, agents, employees and independent contractors performing any activity in connection with this Agreement or traveling to or from hospital sites (as the case may be). COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof. CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

9. CONSIDERATION

A. COUNTY shall not be obligated to raise taxes, or to adopt or approve any tax measures to provide funds, in order to compensate CONTRACTOR in connection with this Agreement. COUNTY shall have no obligation to compensate CONTRACTOR for services performed under this Agreement other than as stated in this Section 9. The only compensation payable by COUNTY to CONTRACTOR for CONTRACTOR's performance of services under this Agreement is as follows:

B. COUNTY shall provide both monetary and non-monetary compensation to CONTRACTOR for the satisfactory performance of its services as provided, herein.

1) Monetary Compensation

COUNTY shall pay to CONTRACTOR a monthly lump-payment of One Thousand One Hundred Twenty-five and No/100 Dollars (\$1,125.00) for estimated dry runs and uncollectible charges. The total

maximum monetary compensation payable under this agreement for each fiscal year shall not exceed Thirteen Thousand Five Hundred and No/100 Dollars (\$13,500.00).

a) The total maximum monetary compensation payable under the Agreement, for the period of July 1, 2019 through June 30, 2024, shall not exceed Sixty-seven Thousand Five Hundred and No/100 Dollars (\$67,500.00).

b) In consideration for such monetary compensation, CONTRACTOR shall completely, unconditionally and irrevocably assign all of its "uncollectible accounts" to COUNTY. "Uncollectible accounts" shall be defined as those accounts receivable for authorized runs which CONTRACTOR has been unable to collect payment upon after they become past due or delinquent in accordance with CONTRACTOR's customary and usual practices as set forth in COUNTY EMS Policy #205, and which accounts came into existence due to CONTRACTOR's performance of this Agreement or as a result of CONTRACTOR's rendering of emergency ambulance service, or both. The Parties agree that CONTRACTOR will follow the billings, collections, and account write-off practices and procedures outlined in COUNTY EMS Policy #205, for purposes of this Subsection 9.B., of this Agreement. COUNTY shall have the discretion to pursue any and all collection efforts for the compromise and settlement of such accounts. COUNTY shall retain any and all revenues it receives on such accounts and shall have no obligation to pay to CONTRACTOR any portion of such revenues collected.

c) COUNTY shall have no obligation to compensate CONTRACTOR for services under this Agreement other than as stated above. The Parties agree that the amounts stated above are inclusive of and fulfill any obligation COUNTY may have, if any, presently or at any time during each annual period (fiscal year) during the term of this Agreement, to compensate, reimburse, or otherwise pay CONTRACTOR for emergency medical services provided to medically-indigent persons.

10. AUDITING

COUNTY shall have the right to review any and all books, accounts, financial and accounting records, bills and the like of CONTRACTOR relating to services provided under this Agreement. CONTRACTOR shall retain and make available for inspection by COUNTY for at least a three (3) year period from final payment under this Agreement, all of the documents and records

described above.

If this Agreement exceeds Ten Thousand and No/100 Dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under contract (Government Code Section 8546.7).

11. INSURANCE

Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of this Agreement:

A. Commercial General Liability

Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000.00). This policy shall be issued on a per occurrence basis. County may require specific coverage including completed operations, product liability, contractual liability, Explosion-Collapse-Underground (XCU), fire legal liability or any other liability insurance deemed necessary because of the nature of the contract.

B. Automobile Liability

Comprehensive Automobile Liability Insurance with a combined single limit of not less One Million Dollars (\$1,000,000) per accident. Coverage should include owned and non-owned vehicles used in connection with this Agreement.

C. Professional Liability

Professional Liability Insurance (Errors and Omissions) with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

D. Worker's Compensation

A policy of Worker's Compensation insurance as may be required by the California Labor Code.

E. Cyber Liability

Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

Additional Requirements Relating to Insurance

CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to COUNTY.

CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and employees any amounts paid by the policy of worker's compensation insurance required by this Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

Within thirty (30) days from the date CONTRACTOR signs this Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, Department of Public Health, P.O. Box 11867, Fresno, CA 93775, Attn: Contracts Section – 6th Floor, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and

employees will not be responsible for any premiums on the policies; that for such worker's compensation insurance the CONTRACTOR has waived its right to recover from the COUNTY, its officers, agents, and employees any amounts paid under the insurance policy and that waiver does not invalidate the insurance policy; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

The insurance requirements of this Section 11 shall apply to CONTRACTOR's personnel during their performance of any activity which is the subject of this Agreement, or any amendment hereto, including, but not limited to, their participation in clinical education programs and prehospital experience while assigned to a separate paramedic ground ambulance provider.

12. MUTUAL INDEMNIFICATION

A. CONTRACTOR agrees to protect, defend, indemnify and hold harmless COUNTY, its elective and appointive boards, officers, agents, employees, local EMS Agency, and EMS Medical Director(s), from any and all claims, suits, liabilities, expenses, costs, damages, and judgments of any nature, including attorney fees and court costs, for injury to, and death of, any person, and for injury to any property, including consequential damages of any nature resulting therefrom, arising out of, or in any way connected with any acts or omissions by, or on behalf of

CONTRACTOR, its officers, employees, agents or contractors (specifically including American Ambulance as further discussed in Section 18 of this Agreement) in performing or failing to perform any services or functions provided for or referred to or in any way connected with any work, services, or functions to be performed by CONTRACTOR, its officers, employees, agents, or contractors (including American Ambulance) under this Agreement. The foregoing clause shall in no way obligate the CONTRACTOR to provide such protection, indemnification, or defense to the extent of acts or omissions by the COUNTY, its officers, employees, agents, or contractors.

B. COUNTY agrees to protect, defend, indemnify and hold harmless CONTRACTOR, its elective and appointive boards, officers, agents and employees from any and all claims, suits, liabilities, expenses, costs, damages, and judgments of any nature, including reasonable attorney's fees and court costs, for injury to, and death of, any persons, and for injury to any property, including consequential damages of any nature resulting therefrom, arising out of, or in any way connected with the acts or omissions by, or on behalf of COUNTY, its officers, employees, agents or contractors in performing or failing to perform any services or functions provided for or referred to or in any way connected with any work, services, or functions to be performed by COUNTY, its officers, employees, agents or contractors under this Agreement. The foregoing clause shall in no way obligate the COUNTY to provide such protection, indemnification, or defense to the extent of acts or omissions by the CONTRACTOR, its officers, employees, agents, or contractors.

C. COUNTY agrees to protect, defend, indemnify and hold harmless the CONTRACTOR, its elective and appointive boards, officers, agents and employees, from claims, suits, liabilities, expenses, costs, damages, and judgments of any nature, including attorney's fees and court costs, brought by persons CONTRACTOR transports at the request of a peace officer or individual authorized by Welfare and Institutions Code Section 5150 to cause a person to be taken into custody, but only insofar as those claims are based on acts inherent in carrying out the detention of the person as requested by the peace officer or authorized individual. This indemnity shall not extend to claims for negligence in the provision of transportation or to any medical care provided during transport. This section shall in no way obligate the COUNTY to provide such protection, indemnification, or defense to the extent of negligent or wrongful acts or omissions by the CONTRACTOR, its officers,

employees, agents, or contractors except as explicitly stated above.

D. The aforesaid indemnity and hold harmless clauses by CONTRACTOR and COUNTY shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered by the party to be indemnified, including but not limited to attorney fees and court costs, by reason of the aforesaid operations of the indemnifying party, regardless of whether or not the insurance policies or Risk Management Authority Program or self-insurance of the indemnifying party shall have been determined to be applicable to any such damages or claims for damages.

13. TERM OF AGREEMENT

The term of this Agreement shall be for a period of three (3) years, commencing on July 1, 2019 through and including June 30, 2022. This Agreement may be extended for two (2) additional consecutive twelve (12) month periods upon written approval of both parties no later than thirty (30) days prior to the first day of the next twelve (12) month extension period. The Director of the Department of Public Health or his or her designee is authorized to execute such written approval on behalf of COUNTY based on CONTRACTOR'S satisfactory performance.

14. TERMINATION OF AGREEMENT

In the event of termination, each Party shall be responsible for complying with all laws applicable to them, if any, respecting reduction or termination of medical services.

A. Non Allocation of Funds: The terms of this Agreement, and the services to be provided hereunder, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated, at any time by giving the CONTRACTOR thirty (30) days advance written notice.

B. Breach of Contract: The COUNTY may immediately suspend or terminate this Agreement in whole or in part, where in the determination of the COUNTY there is:

- 1) An illegal or improper use of funds;
- 2) A failure to comply with any term of this Agreement;
- 3) A substantially incorrect or incomplete report submitted to the COUNTY;
- 4) Improperly performed service.

In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default.

The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the COUNTY of any funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of the COUNTY were not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon demand.

C. Without Cause Under circumstances other than those set forth above, this Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written notice of an intention to terminate to CONTRACTOR.

D. The CONTRACTOR may terminate this Agreement with or without cause, upon thirty (30) days advance written notice of an intention to terminate to COUNTY.

15. FORCE MAJEURE

A. If either Party hereto is rendered unable, wholly or in part, by Force Majeure to carry out its obligations under this Agreement, that Party shall give to the other Party hereto prompt written notice of the Force Majeure with full particulars relating thereto. Thereupon, the obligation of the Party giving the notice, so far as they are affected by the Force Majeure, shall be suspended during, but no longer than, the continuance of the Force Majeure, except for a reasonable time thereafter required to resume performance.

B. During any period in which either Party hereto is excused from performance by reason of the occurrence of an event of Force Majeure, the Party so excused shall promptly, diligently, and in good faith take all reasonable action required in order for it to be able to promptly commence or resume performance of its obligations under this Agreement. Without limiting the generality of the foregoing, the Party so excused from performance shall, during any such period of Force Majeure, take all reasonable action necessary to terminate any temporary restraining order or preliminary or permanent injunctions to enable it to so commence or resume performance of its obligations under this Agreement.

C. The Party whose performance is excused due to the occurrence of an event of Force Majeure shall, during such period, keep the other Party hereto notified of all such actions required in order for it to be able to commence or resume performance of its obligations under this Agreement.

D. "Force Majeure" is defined as an Act of God, act of public enemy, war, and other extraordinary causes not reasonably within the control of either of the Parties hereto.

16. GOVERNING LAW

For the purposes of venue, performance of this Agreement shall be in Fresno County, California. The rights and obligations of the Parties and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

17. ENTIRE AGREEMENT

The Parties agree that all of the terms of this Agreement shall be binding upon them, and their successors-in-interest, assigns and legal representatives, and that together these terms constitute the entire agreement of the Parties with respect to the subject matter hereof. This Agreement supersedes all previous negotiations, proposals, commitments, writings, understandings and agreements of any nature whatsoever concerning the subject matter hereof unless expressly included in this Agreement.

18. WAIVER

The waiver by COUNTY or CONTRACTOR of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by COUNTY or CONTRACTOR unless in writing.

19. SUBCONTRACTORS

For the existing term of this Agreement, CONTRACTOR may subcontract with American Ambulance for provision of non-exclusive emergency medical services in Fresno County Ambulance Zone G. CONTRACTOR shall be responsible for such subcontractor's performance, and CONTRACTOR shall remain the sole point of contact in the provision of services under this

Agreement. CONTRACTOR shall continue to be responsible for all obligations, duties, requirements and performance standards under this agreement. CONTRACTOR assumes all risks of American Ambulance's performance of the agreement, and that CONTRACTOR will defend, indemnify, and hold County harmless, in accordance with Section 12 of the Agreement, from any and all claims, suits, liabilities, expenses, costs, damages and judgments of any nature, including attorney fees and court costs resulting from American Ambulance's performance. CONTRACTOR shall not subcontract with any subcontractors except for American Ambulance as indicated herein, without the prior written consent of the COUNTY, which shall not be unreasonably withheld.

20. CONFIDENTIALITY

All services performed by CONTRACTOR under this Agreement shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including all Health Insurance Portability Accounting Act (HIPAA) regulations.

21. NOTICES: The persons and their addresses having authority to give and receive notices under this Agreement include the following:

COUNTY

Director, County of Fresno
Department of Public Health
P.O. Box 11867
Fresno, CA 93775

CITY

City of Selma
Attn: Fire Chief
1711 Tucker St.
Selma, CA 93662

All notices between the COUNTY and CONTRACTOR provided for or permitted under this Agreement must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is completed outside of COUNTY business hours,

then such delivery shall be deemed to be effective at the next beginning of a COUNTY business day), provided that the sender maintains a machine record of the completed transmission. For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

22. MODIFICATION Any matters of this Agreement may be modified from time to time by the written consent of all the parties without, in any way, affecting the remainder.

23. NON ASSIGNMENT Neither party shall assign, transfer or sub contract this Agreement nor their rights or duties under this Agreement without the prior written consent of the other party.

24. SEVERABILITY The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in the Agreement shall not affect the other provisions.

25. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

26. CAPTIONS

The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and shall have no significance in the interpretation of this Agreement.

27. REMEDIES

Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

CITY OF SELMA

COUNTY OF FRESNO

By: Scott Robertson, Mayor

Nathan Magsig Chairman of the Board of
Supervisors of the County of Fresno

Attest:

By: Reyna Rivera, City Clerk

Approved as to form:

By: Bianca Sparks Rojas, City Attorney

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: _____
Deputy

FOR ACCOUNTING USE ONLY:

Fund:
Subclass:
ORG:
Account:

Exhibit A

Fresno County Ambulance Service Area
Zone G
Description

1. Beginning at the intersection of E. American Avenue and State Highway 99.
2. Proceed south along State Highway 99 to the intersection of State Highway 99 and E. Adams Avenue.
3. Proceed west along E. Adams Avenue to the intersection of E. Adams Avenue and S. Maple Avenue.
4. Proceed south along S. Maple Avenue to the intersection of S. Maple Avenue and E. South Avenue.
5. Proceed east along E. South Avenue to the intersection of E. South Avenue and S. East Avenue.
6. Proceed south along S. East Avenue to the intersection of S. East Avenue and E. Elkhorn Avenue.
7. Proceed east along E. Elkhorn Avenue to the intersection of E. Elkhorn Avenue and S. Clovis Avenue.
8. Proceed north along S. Clovis Avenue to the intersection of E. Conejo Avenue.
9. Proceed east along E. Conejo Avenue to the intersection of E. Conejo Avenue and S. McCall Avenue.
10. Proceed north along S. McCall Avenue to the intersection of S. McCall Avenue and E. Mt. View Avenue.
11. Proceed east along E. Mt. View Avenue to the intersection of E. Mt. View and S. Smith Avenue.
12. Proceed north along S. Smith Avenue to the intersection of S. Smith Avenue and E. Floral Avenue.
13. Proceed west along E. Floral Avenue to the intersection of E. Floral Avenue and S. Mendocino Avenue.

14. Proceed north along S. Mendocino Avenue to the intersection of S. Mendocino Avenue and E. Adams Avenue.
15. Proceed west along E. Adams Avenue to the intersection of E. Adams Avenue and S. McCall Avenue.
16. Proceed north along S. McCall Avenue to the intersection of S. McCall Avenue and E. American Avenue.
17. Proceed west along E. American Avenue to the point of origin.

Exhibit B

Fresno County Ambulance Service Area Zone G Metropolitan Response Area Description

1. Beginning at the intersection of E. Parlier Avenue and S. DeWolf Avenue.
2. Proceed south along S. DeWolf Avenue to the intersection of S. DeWolf Avenue and E. Manning Avenue.
3. Proceed west along E. Manning Avenue to the intersection of E. Manning Avenue and S. Temperance Avenue.
4. Proceed south along S. Temperance Avenue to the intersection of S. Temperance Avenue and E. Rose Avenue.
5. Proceed east along E. Rose Avenue to the intersection of E. Rose Avenue and S. DeWolf Avenue.
6. Proceed south along S. DeWolf Avenue to the intersection of S. DeWolf Avenue and E. Saginaw Avenue.
7. Proceed east along E. Saginaw Avenue to the intersection of E. Saginaw Avenue and the S. Leonard Avenue alignment.
8. Proceed south along the S. Leonard Avenue alignment to the intersection of S. Leonard Avenue alignment and E. Caruthers Avenue.
9. Proceed east along E. Caruthers Avenue to the intersection of E. Caruthers Avenue and S. McCall Avenue.
10. Proceed north along S. McCall Avenue to the intersection of S. McCall Avenue and E. Mt. View Avenue.
11. Proceed east along E. Mt. View Avenue to the intersection of E. Mt. View Avenue and S. Bethel Avenue.
12. Proceed north along S. Bethel Avenue to the intersection of S. Bethel Avenue and E. Manning Avenue.

13. Proceed west along E. Manning Avenue to the intersection of E. Manning Avenue and S. Del Rey Avenue.
14. Proceed north along S. Del Rey Avenue to the intersection of S. Del Rey Avenue and E. Parlier Avenue.
15. Proceed west along E. Parlier Avenue to the point of origin.

Fresno County Ambulance Service Area
Zone G
Metropolitan Response Area

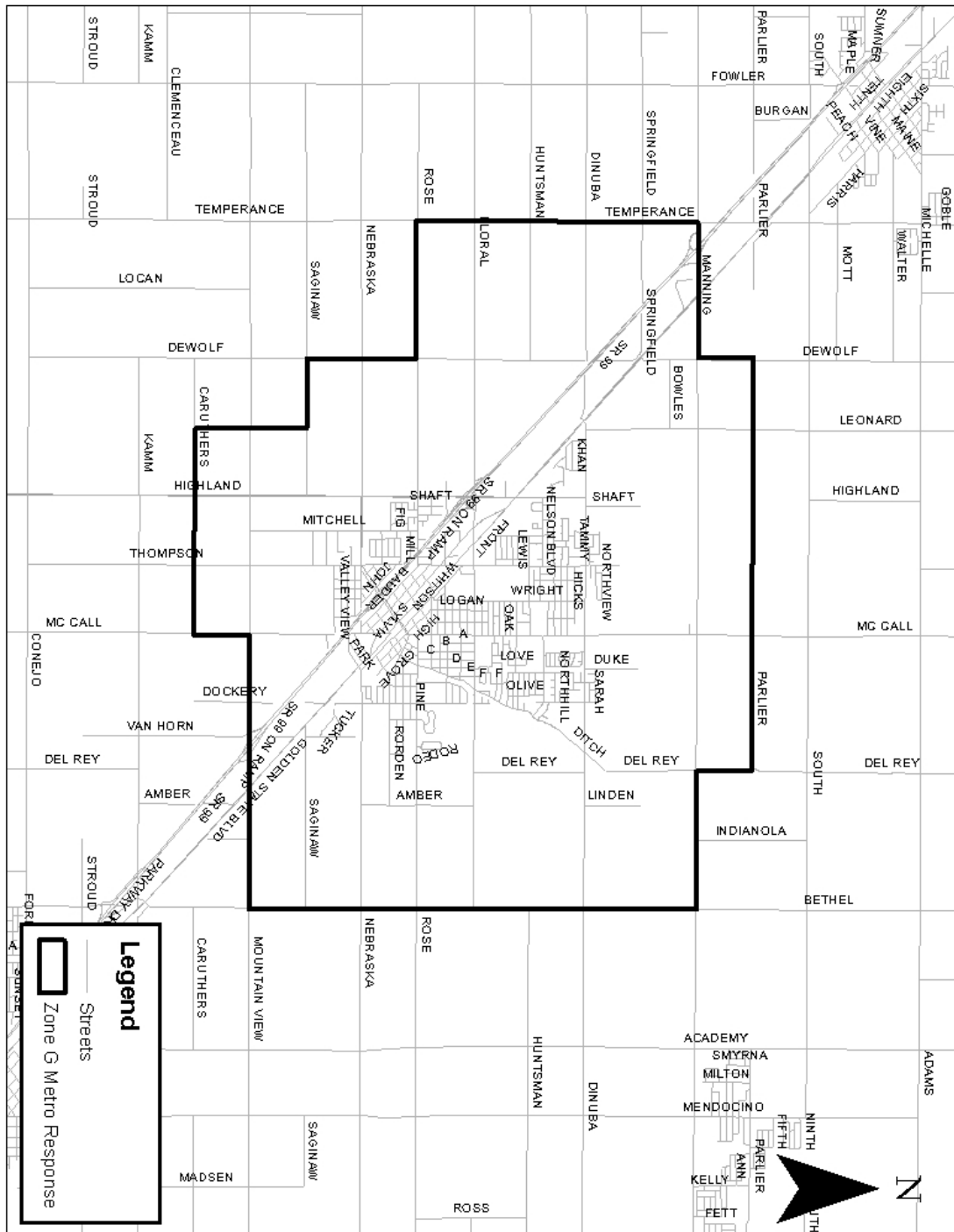


Exhibit C

Fresno County Ambulance Service Area Zone G Rural Response Area Description

The Rural Response Area includes the area within the Fresno County Ambulance Service Area Zone G (Exhibit A), excluding the area identified as the Metropolitan Response Area (Exhibit B).

Exhibit C

Fresno County Ambulance Service Area

Zone G

Rural Response Area

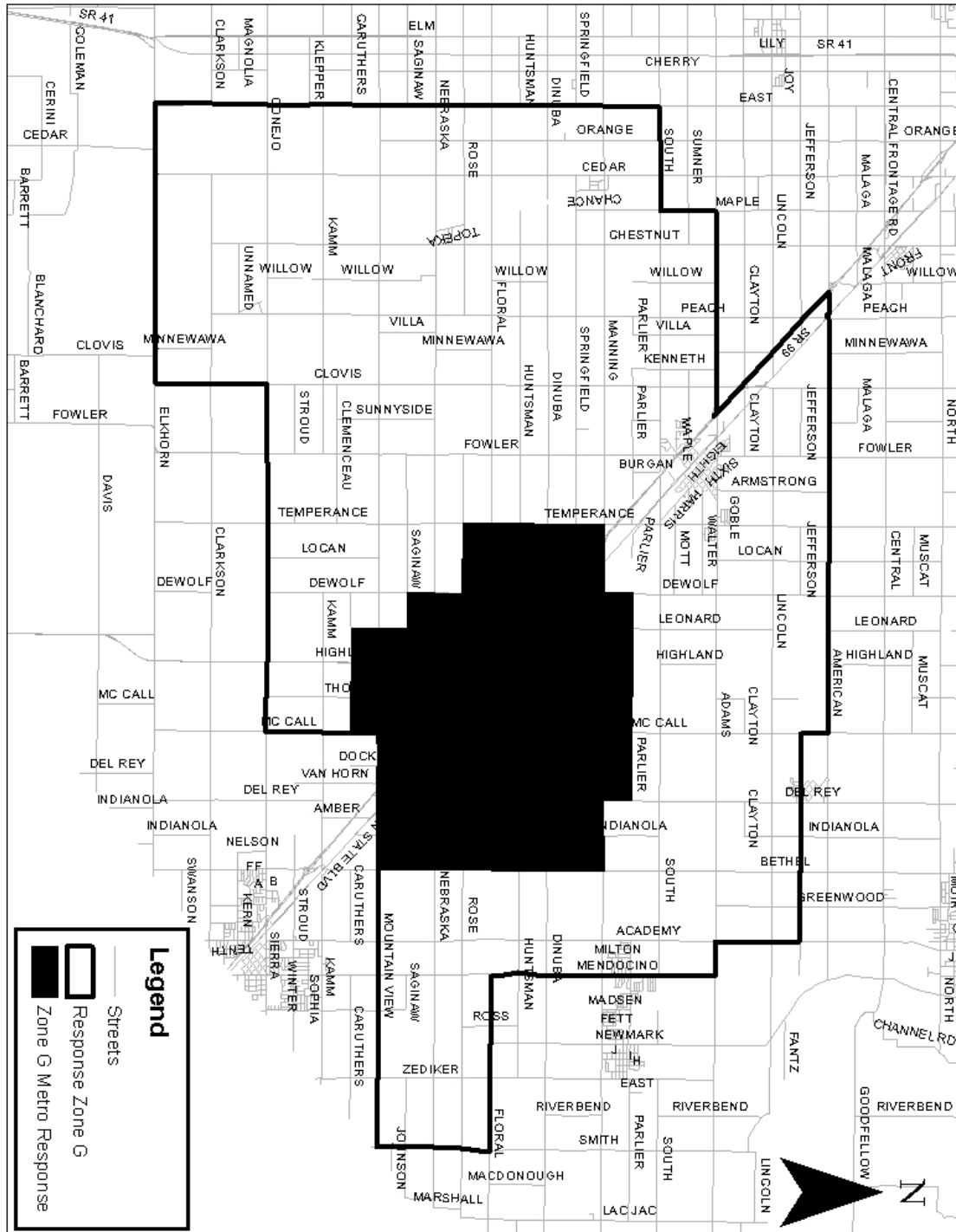


Exhibit D - Response Time Performance Standards

Zone	Priority	Minimum Response Time	Cumulative Standard	Frequency
Metro Zone	1 & 2	10 minutes	95%	Monthly
Metro Zone	3 & 4	20 minutes	95%	Monthly
Metro Zone	5	30 minutes	95%	Monthly
Rural Zone	1 & 2	20 minutes	95%	Quarterly
Rural Zone	3 & 4	30 minutes	95%	Quarterly
Rural Zone	5	40 minutes	95%	Quarterly

CENTRAL CALIFORNIA EMERGENCY MEDICAL SERVICES

A Division of the Fresno County Department of Public Health

Manual	Emergency Medical Services Administrative Policies and Procedures	Policy Number 200
Subject	Authorization of Ambulance Provider Agencies in Fresno County	Page 1 of 4
References	Division 2.5 of California Health & Safety Code, California Vehicle Code; Fresno County Ambulance Ordinance and Resolutions; Title 13 of the California Code of Regulations; and Title 22 of the California Code of Regulations	Effective 01/01/97

I. POLICY

Ambulance Provider Agencies operating within Fresno County will be authorized by the EMS Agency and Fresno County for the appropriate level of service in accordance with established policy and procedures.

II. DEFINITIONS

- A. Ambulance Dispatch Center - The Fresno County EMS Communications Center is the dispatch center authorized by the EMS Agency to provide ambulance dispatch services for Fresno County.
- B. Ambulance Provider Agency/Provider Agency - A private or public entity, or individual utilizing any ground, water, or air vehicle specifically designed, constructed, modified, equipped, arranged, maintained, operated, used or staffed, including vehicles specifically licensed or operated pursuant to California Vehicle Code Section 2416, for the purpose of transporting sick, injured, invalid, convalescent, infirm, or otherwise incapacitated persons and which has met all license and other requirements in applicable Federal, State, and local law and regulation (Section 51151.1 of Title 22 of the California Code of Regulations and Section 1100.2(a) of Title 13 of the California Code of Regulations).
- C. Ambulance Service Area - A specific geographic area within Fresno County established in EMS Policy and Procedure and within the provider agency's written agreement with the County of Fresno (Attachment A).
- D. Exclusive Operating Area (EOA) - An exclusive operating area is an area defined by the County Emergency Medical Services Plan for which the EMS agency, upon the recommendation of the County and pursuant to Division 2.5 of the Health and Safety Code, restricts operations to one or more providers of emergency ambulance service, limited advanced life support services, or advanced life support services.
- E. Exclusive Operating Area Provider (EOA Provider) - The ambulance provider contracted for the provision of emergency ambulance and advanced life support ambulance services for a designated exclusive operating area.
- F. Non-Exclusive Operating Area (Non-EOA) - A non-exclusive operating area is an area defined by the County Emergency Medical Services Plan for which the EMS agency does not restrict operations to one or more providers of emergency ambulance service or advanced life support services (paramedic) ambulance service.

Approved By	Daniel J. Lynch (Signature on File at EMS Agency)	Revision
EMS Medical Director	Jim Andrews, M.D. (Signature on File at EMS Agency)	1/1/2018

Subject	Authorization of Ambulance Provider Agencies in Fresno County	Policy Number 200
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III. PROCEDURE

A. Exclusive Operating Areas

1. The Fresno County Exclusive Operating Area - The EOA is composed of the northern portion of the geographic area of Fresno County as specified in Attachments B-1 and B-2. The EOA includes the cities of Fresno, Clovis, Firebaugh, Kerman, Mendota and San Joaquin.
2. The Reedley Exclusive Operating Area – This EOA is located in the South-East area of Fresno County as specified in Attachments C-1 and C-2. The EOA includes the Cities of Reedley, Parlier, and Orange Cove, the communities of Squaw Valley, Dunlap, and portions of Kings Canyon National Park. It is designated the Reedley EOA and is Ambulance Zone J.

B. Non-Exclusive Operating Areas

The following non-exclusive areas are the only geographic areas in Fresno County not initially included as part of the Fresno County or Reedley EOAs:

- Coalinga/Huron Service Area - Zone C;
- Selma/Fowler Service Area - Zone G;
- Sanger/Pine Flat Reservoir Service Area - Zone I;
- Kingsburg Service Area - Zone K; and

The potential exists that, during the term of the County's exclusive operating agreement with the Fresno County EOA Provider for the provision of emergency ambulance services, one or more of the current non-exclusive provider agencies may discontinue or significantly reduce the scope and scale of its operation. In any such case, the County and EMS Agency may require the Fresno County EOA Provider to implement non-exclusive emergency ambulance services within such area(s).

C. First Responder Services

The County and EMS Agency reserve the right to allow providers, other than ambulance providers, to operate enhanced first responder services for 911 responses, including, but not limited to, advanced life support (paramedic), advanced EMT, or BLS-defibrillation first responder services, within Fresno County.

D. Air Ambulance / Air Rescue Services

The County and EMS Agency reserve the right to allow providers, other than ambulance providers, to operate advanced life support air ambulance and/or air rescue services within the Fresno County, including the EOAs. This includes flights and air transportation within Fresno County from air providers responding from outside of Fresno County. Unless the air ambulance/air rescue provider is based within Fresno County, no agreement or licensure is required. Dispatch for helicopter air ambulance/air rescue services shall be provided consistent with EMS Agency Policies and Procedures.

E. Non-Emergency Transports

The County or EMS Agency do not restrict the provision of non-emergency transportation services in EOAs or Non-EOAs that may be provided by entities other than an emergency ambulance service and which do not require vehicles equipped with emergency lights and siren pursuant to California Vehicle Code Section 2416, including, but not limited to, services provided by *wheel chair* or *litter van* services. However, providers using ambulance type vehicles for non-emergency medical transportation must remove and/or cover their light-bar and emergency lights if operating within Fresno County.

F. Ambulance Dispatch Center – The County of Fresno operates a county-wide and centralized ambulance dispatch center through the Fresno County EMS Communications Center. All ambulances in Fresno County

Subject	Authorization of Ambulance Provider Agencies in Fresno County	Policy Number 200
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shall receive the primary dispatch of medical incidents from the Fresno County EMS Communications Center.

G. Limited Exceptions to the Ambulance Service Areas (including EOAs)

Services provided to Ambulance Service Areas (including EOAs) shall encompass the operation of all ground emergency ambulance services with the following exceptions:

1. Disaster Assistance - Ambulances providing assistance at the County's request during disaster incidents may operate within the EOA.
2. Instant Aid/Mutual Aid - The provision of ambulance services pursuant to and requested in accordance with EMS Agency Policies and Procedures and/or under formal instant aid and mutual aid agreements between the ambulance provider and a third party that has been reviewed and approved by the EMS Agency, shall be an exception to the service area.
3. Contracted Specialty Care Units - Ambulance services providing specialty interfacility care and transportation (e.g., neonatal/pediatric transport or critical care transport) utilizing a registered nurse and/or physician staffing, may utilize ambulance vehicles equipped with red emergency warning light and siren only for interfacility transports. Such vehicles and personnel may not be utilized for prehospital responses and such units may not be staffed by paramedics in the place of registered nurses and/or physicians. This includes neonatal and pediatric transport services under contract to Valley Children's Hospital.
4. Veteran's Administration (VA) Contract Ambulance Services - Ambulance services operating pursuant to a federal contract for direct purchase of ambulance services for the Veteran's Administration shall be exempt from the EOA solely for the purpose of servicing that contract.

Note: For the purposes of this policy and the exclusive operating areas, Medicare and Medicaid (Medi-Cal) authorizations or other arrangements for reimbursement for services shall be considered a reimbursement arrangement - not a federal or state contract for direct purchase of ambulance services.

H. Ambulance Service Areas

Ambulance service area boundaries, as established by the local EMS Agency Policies and Procedures, shall be used in determining the dispatching of ambulances within Fresno County. These ambulance service area boundaries include the exclusive operating area and non-exclusive operating areas within Fresno County (see Attachment A). Ambulance response zones within these ambulance service areas have been designated by the EMS Agency through EMS Policy which defines the geographic areas for data collection and identification of the primary ambulance unit and any applicable back-up ambulance units.

I. Approved Ambulance Provider Agencies

1. Fresno County EOA - The EMS Agency, in conjunction with Fresno County has designated a single provider agency -- American Ambulance -- for the provision of emergency ambulance services within the Fresno County exclusive operating area, which includes all emergency ambulance services, 9-1-1 emergency responses, 7-digit emergency responses, advanced life support ambulance, all critical care transport services, advanced life support interfacility transports, and stand-by services with transport authorization. Therefore, no other ground ambulance provider agencies will be designated for services which are within the geographic area and scope of the exclusive operating area (See Attachment B).
2. Reedley EOA - The EMS Agency, in conjunction with Fresno County has designated a single provider agency -- Sequoia Safety Council -- for the provision of emergency ambulance services within the Reedley exclusive operating area, which includes 9-1-1 and 7-digit response, stand-by

Subject	Authorization of Ambulance Provider Agencies in Fresno County	Policy Number 200
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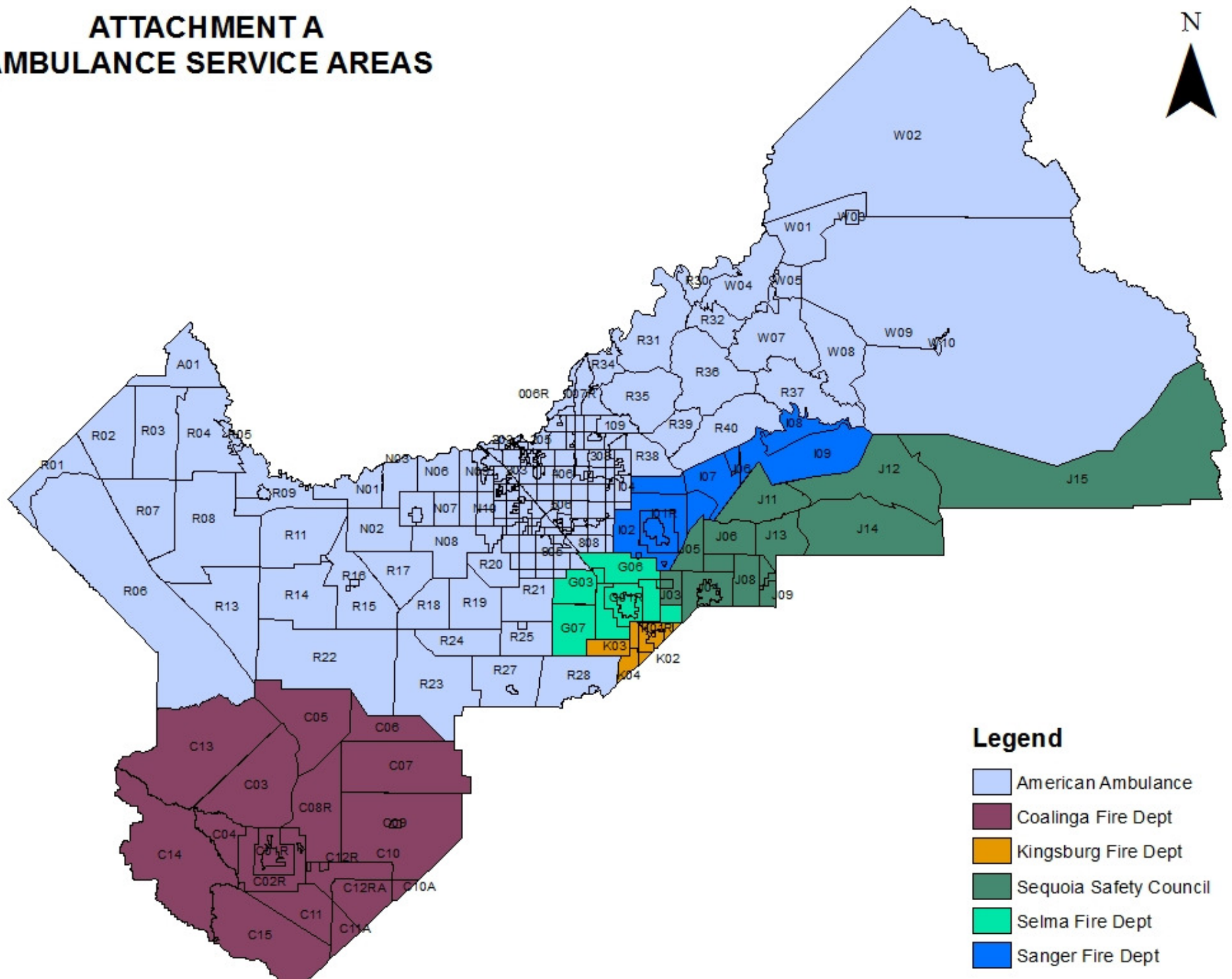
service with transport authorization. Therefore, no other ground ambulance provider agencies will be designated for services which are within the geographic area and scope of the exclusive operating area (See Attachment C).

3. Non-Exclusive Ambulance Providers - The EMS Agency, in conjunction with Fresno County has designated the following non-exclusive providers for the provision of emergency ground ambulance services within Fresno County:

<u>Ambulance Zone</u>	<u>Zone Description</u>	<u>Provider</u>
Zone C	Coalinga / Huron Area	Coalinga Fire Dept
Zone G	Selma / Fowler Area	Selma Fire Dept
Zone I	Sanger / Pine Flat Area	Sanger Fire Dept
Zone K	Kingsburg Area	Kingsburg Fire Dept

4. Anyone desiring to provide ground or air ambulance service within a particular service area shall comply with all relevant sections of the Fresno County Ambulance Ordinance and Resolutions and obtain an ambulance provider agreement with the local EMS Agency (unless the air ambulance/air rescue provider is responding from outside of Fresno County, in which case the provider is exempt from the agreement requirement in accordance with Section III.D.). As applicable, such services would be for non-exclusive operating areas within the County of Fresno or for services which are outside the scope of the exclusive operating area.
5. Ambulance operations within Fresno County shall be conducted in strict accordance with all applicable Federal, State, and local codes and regulations including the provisions of the California Health and Safety Code, Title 13 and Title 22 of the California Code of Regulations, the California Vehicle Code, local municipal and county codes and regulations, including Fresno County Ambulance Provider Agreements and local EMS Agency policies and procedures.
6. The local EMS Agency shall be notified in writing no less than sixty (60) days prior to an ambulance provider agency changing their level of service (i.e., ALS to BLS), or of their intent to discontinue providing ambulance service within a service area(s).

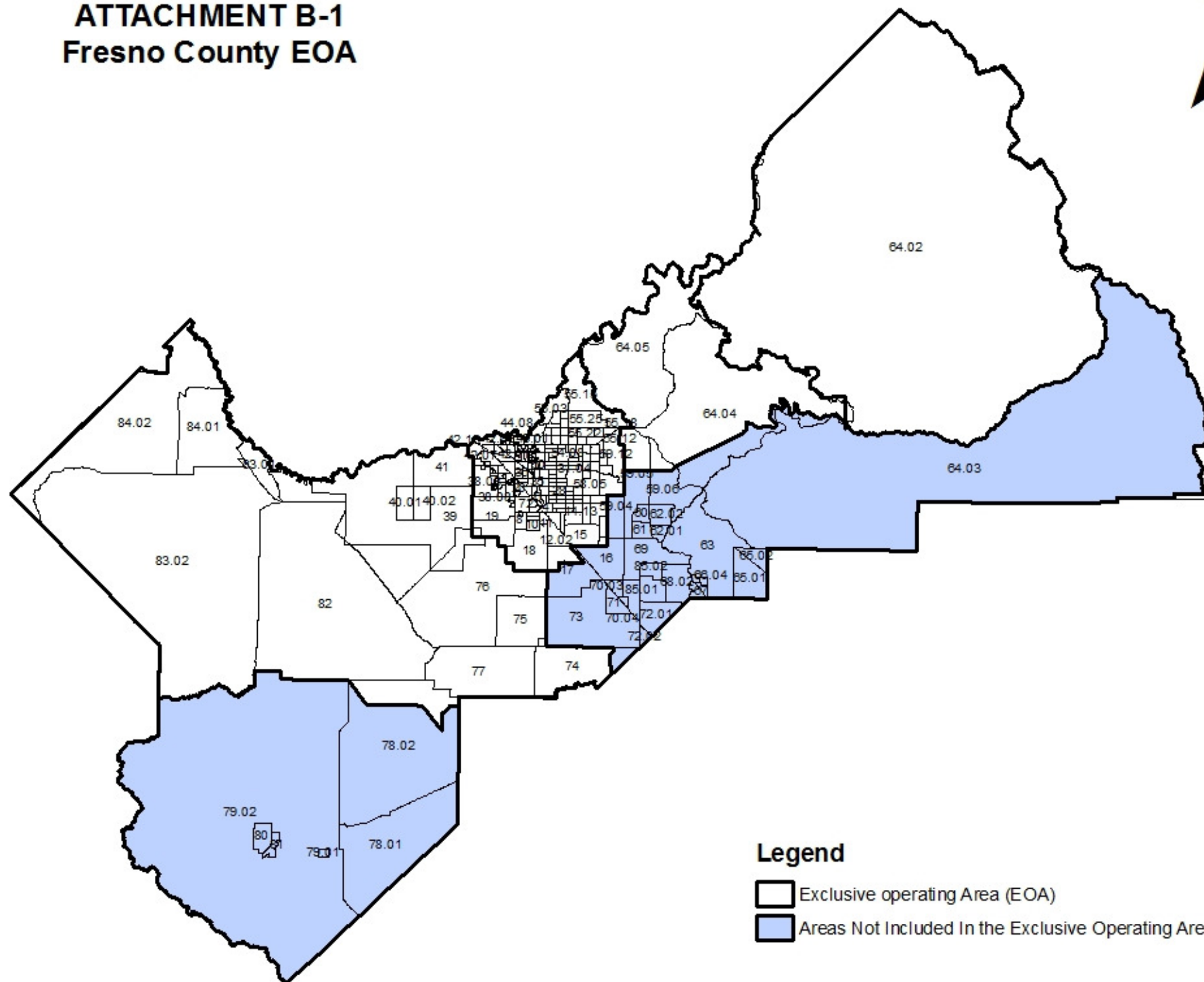
ATTACHMENT A AMBULANCE SERVICE AREAS



Legend

- American Ambulance
- Coalinga Fire Dept
- Kingsburg Fire Dept
- Sequoia Safety Council
- Selma Fire Dept
- Sanger Fire Dept

ATTACHMENT B-1 Fresno County EOA



Attachment B-2

Exclusive Operating Area - Description

- I. Attachment B-2 is based upon the 2010 Census Tracts.
- II. The following Census Tracts comprise the Fresno County Exclusive Operating Area:

Census Tract	Description
Census Tract # 1	Includes all of census tract
Census Tract # 2	Includes all of census tract
Census Tract # 3	Includes all of census tract
Census Tract # 4	Includes all of census tract
Census Tract # 5.01	Includes all of census tract
Census Tract # 5.02	Includes all of census tract
Census Tract # 6	Includes all of census tract
Census Tract # 7	Includes all of census tract
Census Tract # 8	Includes all of census tract
Census Tract # 9.01	Includes all of census tract
Census Tract # 9.02	Includes all of census tract
Census Tract # 10	Includes all of census tract
Census Tract # 11	Includes all of census tract
Census Tract # 12.01	Includes all of census tract
Census Tract # 12.02	Includes all of census tract
Census Tract # 13.01	Includes all of census tract
Census Tract # 13.03	Includes all of census tract
Census Tract # 13.04	Includes all of census tract
Census Tract # 14.07	Includes all of census tract
Census Tract # 14.08	Includes all of census tract

Attachment B-2
Description – Fresno County EOA
Page 2

Census Tract # 14.09	Includes all of census tract
Census Tract # 14.1	Includes all of census tract
Census Tract # 14.11	Includes all of census tract
Census Tract # 14.12	Includes all of census tract
Census Tract # 14.13	Includes all of census tract
Census Tract # 14.14	Includes all of census tract
Census Tract # 15	Includes all of census tract
Census Tract # 16	Includes the area NORTH of American Avenue and WEST of DeWolf Avenue
Census Tract # 17	Includes the area NORTH of South Avenue and WEST of Maple Avenue; and includes the area NORTH of Adams Avenue and WEST of Highway 99 (Including SOUTH BOUND lanes of Highway 99 to Adams Ave)
Census Tract # 18	Includes all of census tract
Census Tract # 19	Includes all of census tract
Census Tract # 20	Includes all of census tract
Census Tract # 21	Includes all of census tract
Census Tract # 22	Includes all of census tract
Census Tract # 23	Includes all of census tract
Census Tract # 24	Includes all of census tract
Census Tract # 25.01	Includes all of census tract
Census Tract # 25.02	Includes all of census tract
Census Tract # 26.01	Includes all of census tract
Census Tract # 26.02	Includes all of census tract
Census Tract # 27.01	Includes all of census tract
Census Tract # 27.02	Includes all of census tract
Census Tract # 28	Includes all of census tract

Attachment B-2
Description – Fresno County EOA
Page 3

Census Tract # 29.03	Includes all of census tract
Census Tract # 29.04	Includes all of census tract
Census Tract # 29.05	Includes all of census tract
Census Tract # 29.06	Includes all of census tract
Census Tract # 30.01	Includes all of census tract
Census Tract # 30.03	Includes all of census tract
Census Tract # 30.04	Includes all of census tract
Census Tract # 31.02	Includes all of census tract
Census Tract # 31.03	Includes all of census tract
Census Tract # 31.04	Includes all of census tract
Census Tract # 32.01	Includes all of census tract
Census Tract # 32.02	Includes all of census tract
Census Tract # 33.01	Includes all of census tract
Census Tract # 33.02	Includes all of census tract
Census Tract # 34	Includes all of census tract
Census Tract # 35	Includes all of census tract
Census Tract # 36	Includes all of census tract
Census Tract # 37.01	Includes all of census tract
Census Tract # 37.02	Includes all of census tract
Census Tract # 38.03	Includes all of census tract
Census Tract # 38.04	Includes all of census tract
Census Tract # 38.05	Includes all of census tract
Census Tract # 38.07	Includes all of census tract
Census Tract # 38.08	Includes all of census tract
Census Tract # 38.09	Includes all of census tract

Attachment B-2
Description – Fresno County EOA
Page 4

Census Tract # 38.1	Includes all of census tract
Census Tract # 39	Includes all of census tract
Census Tract # 40.01	Includes all of census tract
Census Tract # 40.02	Includes all of census tract
Census Tract # 41	Includes all of census tract
Census Tract # 42.05	Includes all of census tract
Census Tract # 42.07	Includes all of census tract
Census Tract # 42.08	Includes all of census tract
Census Tract # 42.1	Includes all of census tract
Census Tract # 42.11	Includes all of census tract
Census Tract # 42.12	Includes all of census tract
Census Tract # 42.13	Includes all of census tract
Census Tract # 42.14	Includes all of census tract
Census Tract # 42.15	Includes all of census tract
Census Tract # 42.16	Includes all of census tract
Census Tract # 43.01	Includes all of census tract
Census Tract # 43.02	Includes all of census tract
Census Tract # 43.03	Includes all of census tract
Census Tract # 44.04	Includes all of census tract
Census Tract # 44.05	Includes all of census tract
Census Tract # 44.06	Includes all of census tract
Census Tract # 44.08	Includes all of census tract
Census Tract # 44.09	Includes all of census tract
Census Tract # 45.03	Includes all of census tract
Census Tract # 45.04	Includes all of census tract

Attachment B-2
Description – Fresno County EOA
Page 5

Census Tract # 45.05	Includes all of census tract
Census Tract # 45.06	Includes all of census tract
Census Tract # 46.01	Includes all of census tract
Census Tract # 47.01	Includes all of census tract
Census Tract # 47.03	Includes all of census tract
Census Tract # 47.04	Includes all of census tract
Census Tract # 48.01	Includes all of census tract
Census Tract # 48.02	Includes all of census tract
Census Tract # 49.01	Includes all of census tract
Census Tract # 49.02	Includes all of census tract
Census Tract # 50	Includes all of census tract
Census Tract # 51	Includes all of census tract
Census Tract # 52.02	Includes all of census tract
Census Tract # 52.03	Includes all of census tract
Census Tract # 52.04	Includes all of census tract
Census Tract # 53.01	Includes all of census tract
Census Tract # 53.02	Includes all of census tract
Census Tract # 53.04	Includes all of census tract
Census Tract # 53.05	Includes all of census tract
Census Tract # 54.03	Includes all of census tract
Census Tract # 54.05	Includes all of census tract
Census Tract # 54.06	Includes all of census tract
Census Tract # 54.07	Includes all of census tract
Census Tract # 54.08	Includes all of census tract
Census Tract # 54.09	Includes all of census tract

Attachment B-2
Description – Fresno County EOA
Page 6

Census Tract # 54.1	Includes all of census tract
Census Tract # 55.03	Includes all of census tract
Census Tract # 55.04	Includes all of census tract
Census Tract # 55.05	Includes all of census tract
Census Tract # 55.07	Includes all of census tract
Census Tract # 55.08	Includes all of census tract
Census Tract # 55.09	Includes all of census tract
Census Tract # 55.1	Includes all of census tract
Census Tract # 55.12	Includes all of census tract
Census Tract # 55.13	Includes all of census tract
Census Tract # 55.14	Includes all of census tract
Census Tract # 55.15	Includes all of census tract
Census Tract # 55.16	Includes all of census tract
Census Tract # 55.17	Includes all of census tract
Census Tract # 55.18	Includes all of census tract
Census Tract # 55.2	Includes all of census tract
Census Tract # 55.22	Includes all of census tract
Census Tract # 55.24	Includes all of census tract
Census Tract # 55.25	Includes all of census tract
Census Tract # 56.02	Includes all of census tract
Census Tract # 56.05	Includes all of census tract
Census Tract # 56.06	Includes all of census tract
Census Tract # 56.07	Includes all of census tract
Census Tract # 56.08	Includes all of census tract
Census Tract # 57.01	Includes all of census tract

Attachment B-2
Description – Fresno County EOA
Page 7

Census Tract # 57.02	Includes all of census tract
Census Tract # 57.03	Includes all of census tract
Census Tract # 57.04	Includes all of census tract
Census Tract # 58.01	Includes all of census tract
Census Tract # 58.02	Includes all of census tract
Census Tract # 58.04	Includes all of census tract
Census Tract # 58.05	Includes all of census tract
Census Tract # 59.04	Includes all of the area NORTH of Kings Canyon Road; and includes the area WEST of DeWolf Avenue
Census Tract # 59.05	Includes the area NORTH of Ashlan Avenue
Census Tract # 59.06	Includes the area NORTH of Ashlan Avenue and WEST of Watts Valley Road
Census Tract # 59.07	Includes all of census tract
Census Tract # 59.09	Includes all of census tract
Census Tract # 59.11	Includes all of census tract
Census Tract # 59.12	Includes all of census tract
Census Tract # 64.02	Includes all of census tract
Census Tract # 64.03	Includes all of census tract
Census Tract # 64.04	Includes the all of the area NORTH of the following boundary - a straight line from the intersection of Watts Valley Road and the Friant Kern Canal EAST to the intersection of Trimmer Springs Road and Sunnyslope Road and then following Trimmer Springs Road EAST to the intersection of Trimmer Springs Road and Balch Camp Road
Census Tract # 64.05	Includes all of census tract
Census Tract # 65.01	Includes all of census tract
Census Tract # 65.02	Includes all of census tract
Census Tract # 73	Includes all of the area WEST of East Avenue

Attachment B-2
Description – Fresno County EOA
Page 8

Census Tract # 74	Includes all of the area WEST of Highway 43
Census Tract # 75	Includes all of census tract
Census Tract # 76	Includes all of census tract
Census Tract # 77	Includes all of census tract
Census Tract # 78.02	Includes all of the area NORTH of the following boundary - A line from the intersection of Mt. Whitney and Colusa Avenue SOUTHEAST to the intersection of Fresno-Coalinga Road and Butte Avenue, then EAST to the intersection of Goldenrod and Paige, and then SOUTHEAST to the intersection of Jameson Avenue and Oakland Avenue and then EAST to the boundary of Lemoore Naval Air Station (Dickenson Avenue and Oakland Avenue)
Census Tract # 82	Includes all of census tract
Census Tract # 83.01	Includes all of census tract
Census Tract # 83.02	Includes all of census tract
Census Tract # 84.01	Includes all of census tract
Census Tract # 84.02	Includes all of census tract

ATTACHMENT C-1
Reedley EOA

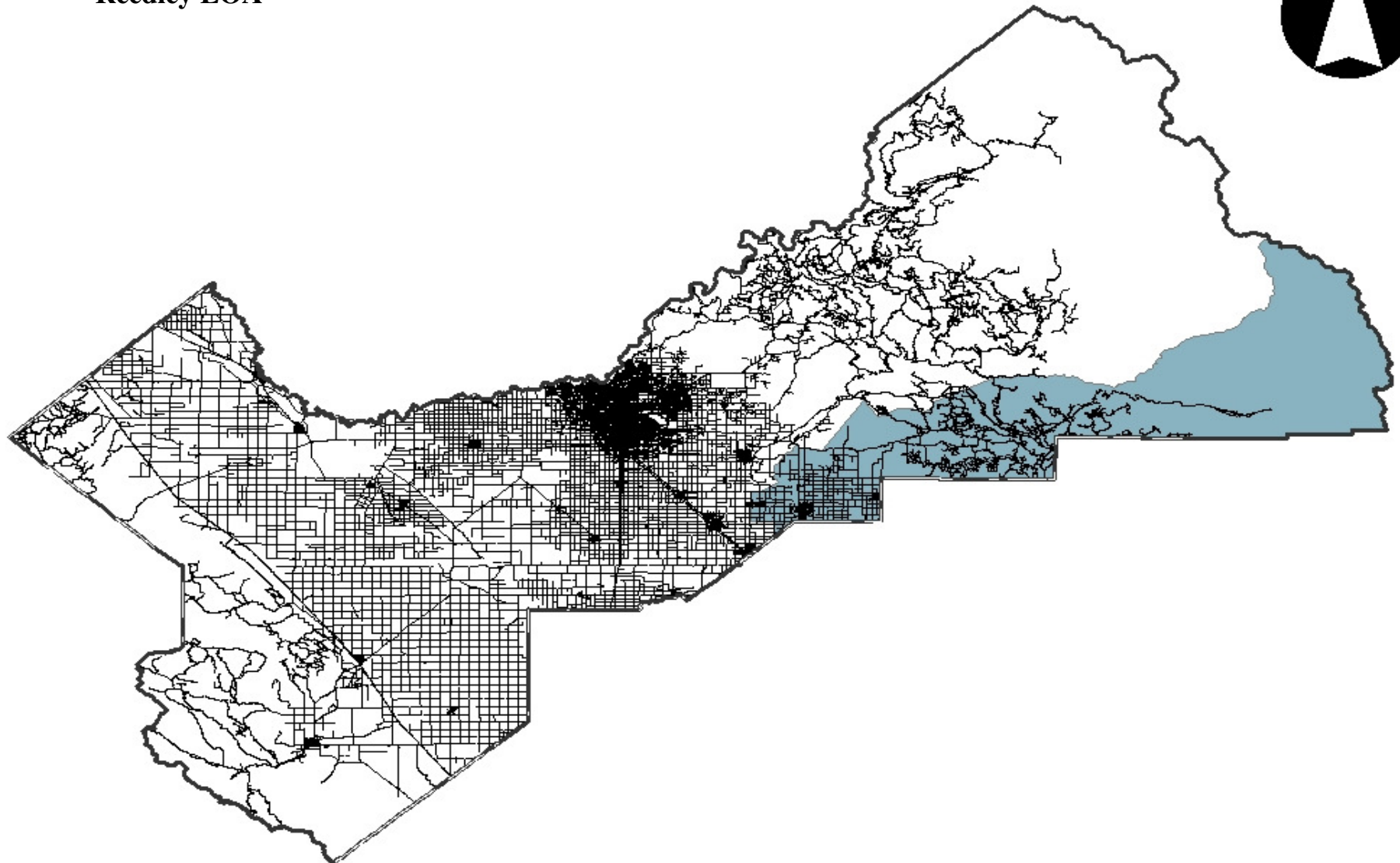


Exhibit C-2
Description of Reedley EOA
Ambulance Zone “J”

The following Census Tracts (Year 2000 Census Tracts) and descriptions comprise the Rural Response Area of Ambulance Zone J:

Census Tract #63 – Includes all of the area SOUTHEAST of the following boundary – from the intersection of the Cameron Slough and the Kings River, NORTHEAST along the Cameron Slough to the intersection of Reed Avenue and the Cameron Slough *and* then SOUTH on REED Avenue to Kings Canyon Road *and* then EAST on Kings Canyon Road to the Friant-Kern Canal.

Census Tract #64.03 – Includes all of the area SOUTH of Kings Canyon Road *and* WEST of Cove Road.

Census Tract #65 – Includes all of Census Tract.

Census Tract #68.01 – Includes all of the area EAST of Mendocino Avenue *and* NORTH of Floral Avenue.

Census Tract #68.02 – Includes all of the area WEST of Smith Road, *except for* the area SOUTH of Floral Avenue.

Census Tract #69 – Includes all of the area SOUTHEAST of the Cameron Slough.

Census Tract #64.02 – Excluding all of the area SOUTH of Kings Canyon Road *and* WEST of Cove Road.

**CITY MANAGER'S/STAFF'S REPORT
REGULAR CITY COUNCIL MEETING DATE:**

April 4, 2022

ITEM NO: 1.c.

SUBJECT: Consideration of a Resolution consenting to the use of public facilities regarding the proposed re-routing of traffic on Highland Avenue for participants of the Annual Selma Sikh Parade

On March 8, 2022, the Sikh Center of the Pacific Coast Sikh Temple applied for a Special Events Parade Permit for a route that will begin at 2211 S. Highland Avenue, on April 24, 2022.

The parade will cause the re-directing of traffic on State Highway 43/Highland Avenue between Rose and Nebraska Avenues, from 10:00 a.m. to 2:00 p.m. on April 4, 2022.

The California Department of Transportation is requesting a resolution from the City of Selma endorsing the event, given the need to reroute traffic from State Highway 43 to City Streets.

RECOMMENDATION: Adopt a Resolution endorsing the use of public streets for the Annual Selma Sikh Parade.

Lupe Macias, Building-Planning Technician

Rob Terry, Deputy City Manager

Fernando Santillan, City Manager

RESOLUTION NO. 2022 –__ R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,
CALIFORNIA, CONSENTING TO THE USE OF PUBLIC FACILITIES
AND THE PROPOSED RE-ROUTING OF TRAFFIC**

**SPECIAL EVENT
ANNUAL SELMA SIKH PARADE**

WHEREAS, on April 4, 2022, the Selma City Council, at a regularly scheduled meeting, considered a request by the Sikh Center of the Pacific Coast Sikh Temple for the re-routing of traffic on State Highway 43 Highland Avenue between Rose Avenue and Nebraska Avenue; and

WHEREAS, the Sikh Center of the Pacific Coast Sikh Temple is required to apply to the State of California Department of Transportation (“Caltrans”) to conduct a special event – Sikh Festival Parade on State property; and

WHEREAS, the annual Sikh parade will require the temporary closure of State Highway Route 43 on April 24, 2022 between 10:00 a.m. and 2:00 p.m.; and

WHEREAS, given that the temporary closure of State Highway 43 may impact City streets, Caltrans requested that the City adopt a resolution consenting to the proposed re-routing of traffic onto and over City streets during the Sikh Festival Parade.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SELMA DOES
HEREBY RESOLVE AS FOLLOWS:**

SECTION 1. The above recitals are true and correct and are incorporated herein by reference.

SECTION 2. The City Council approves and consents to the proposed re-routing of traffic onto and over City streets and upon terms and conditions deemed appropriate and necessary by the State of California Department of Transportation.

SECTION 3. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

SECTION 4. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

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Signatures on next page

PASSED, APPROVED AND ADOPTED this 4th day of April, 2022, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS
ABSTAIN: COUNCIL MEMBERS
ABSENT: COUNCIL MEMBERS

ATTEST:

Scott Robertson, Mayor

Reyna Rivera, City Clerk

**CITY MANAGER'S/STAFF'S REPORT
CITY COUNCIL MEETING:**

April 4, 2022

ITEM NO: 1.d.

SUBJECT: Consideration of a Resolution, approving a request for a fee waiver for the Sikh Center of the Pacific Coast's annual Sikh Parade event

RECOMMENDATION: Consider approving resolution and request from the Sikh Center of the Pacific Coast to waive fees for the Annual Sikh Parade.

DISCUSSION: The Sikh Center of the Pacific Coast has submitted a request to waive fees associated with the annual Sikh Parade event (Attachment #1).

Fees associated with this event include Special Events Permit, Street Closure Permit, and barricade fees, which total approximately \$3,030. The cost for Staff time: Public Works Police, and Fire Department Contract Services are approximately \$7,702.28, for a total cost of \$10,732.28.

This event will take place on April 24, 2022, and will be along the route depicted in Attachment #2. The fee waiver serves a public purpose by bringing many residents and individuals from neighboring communities to the City, thereby generating additional revenue for the City towards programs and services. The annual Sikh parade is a free event and provides the opportunity to celebrate local culture in Selma.

RECOMMENDATION: Consider approving resolution and request from the Sikh Center of the Pacific Coast to waive fees for the Annual Sikh Parade.

Lupe Macias, Building-Planning Technician

Rob Terry, Deputy City Manager

Fernando Santillan, City Manager

RESOLUTION NO. 2022 – __R

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SELMA, CALIFORNIA, APPROVING A
REQUEST FOR A FEE WAIVER FOR THE SIKH
CENTER OF THE PACIFIC COAST'S ANNUAL SIKH
PARADE EVENT**

WHEREAS, the Sikh Center of the Pacific Coast requested that the City Council waive fees associated with its Annual Sikh Parade event to be held on April 24, 2022; and

WHEREAS, the total fees associated with the parade are Ten Thousand Seven Hundred-Thirty Two Dollars and Twenty Eight Cents (10,732.28), which includes the fees for the special events permit, sound permit, street closure permit, barricades, public works, fire, and police; and

WHEREAS, the total amount the Sikh Center of the Pacific Coast is requesting the City Council to waive is Ten Thousand Seven Hundred-Thirty Two Dollars and Twenty Eight Cents (10,732.28); and

WHEREAS, while the City is proposing to waive certain fees associated with the parade, Sikh Center of the Pacific Coast is still required to comply with all other provisions of the City's Municipal Code; and

WHEREAS, the fee waiver serves a public purpose by bringing many residents and individuals from neighboring communities to the City, thereby serving as a vehicle to bring additional revenue to the City. The annual Sikh parade is a free event and provides the opportunity to celebrate local culture in Selma.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SELMA
DOES HEREBY RESOLVE AS FOLLOWS:**

SECTION 1. The above recitals are true and correct and are incorporated herein by reference.

SECTION 2. The fee waiver serves a public purpose by bringing many residents and individuals from neighboring communities to the City, thereby serving as a vehicle to bring additional revenue to the City. The annual Sikh parade is a free event and provides the opportunity to celebrate local culture in Selma.

SECTION 3. The City Council hereby approves the fee waiver for fees associated with the Parade in the amount of Ten Thousand Seven Hundred-Thirty Two Dollars and Twenty Eight Cents (10,732.28)

SECTION 4. The Sikh Center of the Pacific Coast shall comply with the City's Municipal Code during the Parade, and provide the City with all information required by City staff, including, but not limited to, the following:

1. Proof of insurance with the City named as additional insured.
2. Indemnification of the City.

SECTION 5. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

SECTION 6. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED this 4th day of April, 2022, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:

Scott Robertson, Mayor

ATTEST:

Reyna Rivera, City Clerk

City Of Selma
APPLICATION FOR

SPECIAL EVENTS PERMIT



Submit (60) days prior to event

Planning Office Use Only		
Date Received:		
<input type="checkbox"/> Application Complete	Date:	<input type="checkbox"/> Harmless Agreement
<input type="checkbox"/> Application Fee Paid	\$	<input type="checkbox"/> Insurance Forms
<input type="checkbox"/> PD Inv. Fee Paid	\$	<input type="checkbox"/> Other
<input type="checkbox"/> Facilities Event		Private Property \$670 City Property \$945

(PRINT OR TYPE ALL INFORMATION)

CONTACT PERSON GURNEK S NAGRA Telephone
Address 2211 S HIGHLAND AVE City/Zip SELMA
Primary Email Alternate Email
Alternate Contact Person KARNAIL S SINDHER Telephone
Address 2211 S HIGHLAND AVE City/Zip SELMA
SPONSOR/ORGANIZATION Sikh Center Of The Pacific Coast Selma Telephone
Address 221 S HIGHLAND AVE City/Zip SELMA
Officer AMRIK S SANDHU Title PRESIDENT
EVENT CHAIRPERSON HARNINDER S GILL Telephone
Address 2211 S HIGHLAND AVE City/Zip SELMA
Nature and Purpose of Event ANNUAL SIKH PARADE
DATE OF EVENT 04/24/2022
Start Time: 10.00 AM End Time: 2.00 PM
Location Boundaries (list main streets) HIGHLAND AVE
North THOMPSON AVE East ROSE AVE AND HUNTSMAN AVE
South WRIGHT ST West FLORAL AVE
Estimated Number of participants or attendees 2000
Types of Vehicles TRUCK WITH FLAT BEDS, TRAILERS, PICKUP, CARS AND VANS
Types of Animals NONE
Number of Animals NONE
Types of Structures NONE
Number of Structures NONE
Description of Sound Amplification Equipment PORTABLE AMPLIFIERS, AND SPEAKERS
Description of Food/beverage(s) to be sold and/or served SNACKS, SOFT DRINKS, JUICES
Name of Private Security SELMA SCHOOL ROTC Telephone
Estimated Parking Requirements WESTSIDE OF HIGHLAND AVE Number of Spaces needed

City Of Selma
APPLICATION FOR

SPECIAL EVENTS PERMIT

PAGE 2

Submit (60) days prior to event

THE FOLLOWING ADDITIONAL INFORMATION IS REQUIRED FOR PARADES, RACES, AND OTHER EVENTS ALONG A ROUTE:

ASSEMBLY POINT PARKING LOT OF SCPC SELMA, 2211 S HIGHLAND AVE

Boundaries North THOMPSON AVE

Boundaries South WRIGHT ST

Boundaries East ROSE AVE AND HUNTSMAN AVE

Boundaries West FLORAL AVE

Time of Assembly for participants: 7 AM am/pm

Route to be traveled:

STARTING FROM HIGHLAND AVE, RIGHT ON ROSE AVE LEFT ON THOMPSON AVE, RIGHT ON HUNTSMAN, RIGHT ON WRIGHT ST, RIGHT ON FLORAL,
LEFT ON THOMPSON, RIGHT ON ROSE AVE, LEFT ON HIGHLAND AVE AND ENDS ON 221 S HIGHLAND AVE

List of all portions of the streets to be traversed:

SEE THE NAMES ON ABOVE ROUTE

Map included: Yes ☒ No ☐

Intervals of space/time to be maintained between the units 2 MINUTES

Number of floats 15

Size(s) of floats (width, length & height of largest float) APPX 45' X 9". HEIGHT 10'

Material & size (types of cloth, etc.) for flags/banners/signs:

Banners with clothes and plastic material

I, the undersigned representative, have read the rules and regulations with reference to this permit and am duly authorized to enjoin the organization(s) or person(s) listed on this application for the responsibilities listed in the Selma Municipal Code Section _____ in its entirety and as applied to the city of Selma:

Signed _____

Date 3/8/2022

Title authorized volunteer for permits

CDL #: _____

POLICE DEPARTMENT USE ONLY: APPROVED ☒ DENIED () DATE: _____ REASON _____

NAME [Signature] TITLE POLICE CHIEF

FIRE DEPARTMENT USE ONLY: APPROVED ☒ DENIED () DATE: 4-1-22 REASON _____

NAME [Signature] TITLE Fire Chief

PUBLIC WORKS DEPARTMENT USE ONLY: APPROVED ☒ DENIED () DATE: 4-1-22 REASON _____

NAME [Signature] TITLE DEPUTY CITY MANAGER

PLANNING DEPARTMENT USE ONLY: APPROVED ☒ DENIED () DATE: 4-1-22 REASON _____

NAME [Signature] TITLE DEPUTY CITY MANAGER

City of Selma
Application for Special Event Fee Waiver
or Fee Reduction

SELMA CITY HALL
1710 Tucker Avenue, Selma, CA 93662
(559) 891-2200 Fax (559) 896-1068

Policy:

The City of Selma (City) recognizes the value of partnering with other agencies and organizations in providing services that benefit the community and its residents. In an effort to provide support for organizations providing valuable services to the community, specific guidelines have been established for determining when permit fees may be reduced or waived (see "Fee Reduction or Waiver Policy for Special Events"). In order to request a reduction or waiver of fees, please complete this application and submit it with necessary documentation to the address provided on the last page.

Policy approved by City Council on March 4, 2019 (Resolution No. 2019-11R)

THIS APPLICATION IS DUE TO THE CITY 60 DAYS PRIOR TO THE EVENT

REQUESTING (Please check all that apply)

() Fee waiver

() Fee reduction (Amount Requested: \$_____)

ALL

SPONSORING ORGANIZATION INFORMATION

Name of Organization: Sikh Center Of The Pacific Coast

Address: 2211 S. Highland Ave, Selma, CA 93662

Telephone: _____ Cell _____

Email: karnailscpcselma@gmail.com

Event Coordinator: Gurnek Nagra

Telephone: _____ Cell: _____

Email: _____

Nonprofit 501(c) (3) tax-exempt organization: _____

Located in Selma: 2211 S. Highland Ave, Selma

Has organization received any other financial assistance from the City this year? no

EVENT INFORMATION

Name of Event: ANNUAL SIKH PARADE

Type of Event: PARADE WITH TRUCK FLEETS, CARS AND WALKING PEOPLE

Facility Requested or Event Location: 2211 S. HIGHLAND AVE, SELMA

Date of Event: APRIL 24, 2022

Event Hours: 10 AM TO 2 PM

On which dates and at what times are you requesting permission to setup/clean up?

Set up: 04/23/2022 Clean up: na

Please describe the event, its purpose, and the activities that will take place:

ANNUAL SIKH PARADE TO CELEBRATE THE BIRTH OF KHALSA WHICH STARTED ON APRIL 13, 1699 BY OUR 10TH GURU ,

GURU GOBIND SINGH JI

Is the event open to the public: YES

Estimated number of participants/spectators: 2000+-

Is this event a fundraiser: NO

Will there be an admission, entrance, user fee or cover charge for the event? If so, please explain: NO, IT IS A FREE EVENT EVERY YEAR

How will the event benefit Selma: PEOPLE COME FROM ALL OVER CALIFORNIA AND FROM CANADA, THEY RENT MOTELS ROOM, DO SHOPPING AT LOCAL STORES

Will promotional materials be used? How are you planning to market the event: ADVERTIZE AT RADIO CH 900AM, 620AM AND 1300AM

Will the event create revenue-generating opportunities for local Selma businesses? If so, how: PEOPLE SHOP AT WALMART AND LOCAL STORES, RENT MOTEL ROOM ETC

Can you commit to tracking event attendance and vendor sales to report the City's Economic Development Team following the event? Yes___ No^X___

If yes, please describe how you will track attendance and sales:

Has your organization put on this same event in the past: Yes^X___ No___

If not, has your organization put on other events in Selma? If so, please indicate which ones: _____

Other organizations participating in organization of the event: THE SIKH ORGANIZATIONS FROM

ALL OVER CALIFORNIA, CITY MAYORS, ASSEMBLY PERSONS, CONGRESSMEN AND SENATORS ALSO ATTEND THIS EVENT.

Other organizations participating in event: ALL SIKH ORGANIZATIONS FROM, YUBA CITY, HAYWARD, SACRAMENT, STOCKTON, LIVINGSTON,

,CARUTHERS, FRESNO , KERMAN AND THROUGH OUT CALIFORNIA

Will this event receive third party funding or sponsorship: NO

Name of Applicant (Print): KARNAIL SINDHER/GURNEK NAGRA Date: 03/08/2022

Signature of Applicant: _____

Please deliver completed application to (*City Hall, 1710 Tucker Street, Selma, CA 93662 Building-Planning Technician, 559-891-2208*) along with a copy of your organization IRS 501(3)(c) determination letter. Incomplete applications or requests will not be considered.

Planning Office Use Only
Date Received: _____
Received By: _____
Application Rcvd () IRS 501(3)(c) Rcvd ()
Date Forwarded for Approval: _____

2022 Sikh Parade - Cost of City of Selma Public Works Employees

Labor

# men	2	
hours each	8	
total hours	16	
fully burdened rate	\$ 89.36	
subtotal	\$ 1,429.76	
overtime	\$ 714.88	
Labor total		\$ 2,144.64

Equipment

3/4 ton truck	0 hrs	
rate	\$ 195.00	
	\$ -	
1 ton truck	8 hrs	
rate	\$ 225.00	
		\$ 1,800.00

Barricades (accounted for by Building Dept)	183	
	\$ 10.00	
		\$ 1,830.00

Equipment total **\$ 3,630.00**

Total **\$ 5,774.64**

Grand Total w/o Barricades **\$ 3,944.64**

2022 Sikh Parade-Pd Staffing

Staff	# of Officers	Hours	Rate w/20%	Total
Cso	1	7	37.69	\$ 263.84
Pd	5	35	53.42	\$ 1,869.84
Dispatch	1	7	40.46	\$ 283.25
Sergeant	1	7	67.72	\$ 474.01
				<u><u>\$ 2,890.94</u></u>

2022 Sikh Parade- Application Summary

Special Event	\$ 945.00
Street Permit	\$ 175.00
Barricades	\$ 1,830.00
Sound Permit	\$ 80.00
	<u><u>\$ 3,030.00</u></u>

Grand Total **\$ 9,865.58**



CITY OF SELMA

POLICE DEPARTMENT

SOUND AMPLIFYING EQUIPMENT APPLICATION

Applicant: GURNEK S NAGRA & KARNAIL S SIINDHER	Phone:
Date: 4-24-2022	Time (s): 10.00 AM TO 2.00 PM
Location: 2211 S HIGHLAND AVE, SELMA CA 93662	Fee: \$80

The application to have music is approved for the above date or dates, and subject to daily fee for each date listed. **The applicant is subject to the following restrictions and conditions.**

The city Municipal Code restricts ambient noise levels in residential areas between 7 AM to 10 PM.

The applicant is restricted to the specified hours of operation and must conclude no later than 10 pm.

1. The City Municipal Code prohibits excessive noise as follows:
" No person shall make, cause, or suffer or permit to be made, or caused upon any premises or upon any street, sidewalk, alley, or place within the City, any sound or noise which causes discomfort or annoyance to any reasonable person of normal sensitivity residing or working in the area. The provisions of this section shall apply to the use and operation of any of the following noise sources:
Radios, musical instruments, photographs, televisions sets, tape decks or other machines or devices used for the amplifications, productions or reproduction of sound, or the human voice.
2. Any noise or sound clearly exceeding the reasonable ambient noise level at the property line of any person offended thereby, shall be deemed to be prima facie evidence of violation of Municipal Code.
3. If the Selma police Department receives two or more calls due to a disturbance of peace, as a result of the live music, an initial warning notice will be issued. If after a second complaint the disturbance continues, the applicant and/or the person in control of the residence or event is subject to noise disturbance response charge. In addition, the person in control of the residence or event may be subject to criminal action for disturbance of the peace.

I have read and understand the above restrictions and conditions and agree to abide by them.

Signature of Applicant:

Date:

3-8-22

Approved by:

Date:

4-1-22

CITY OF SELMA
APPLICATION FOR TEMPORARY STREET CLOSURE

The undersigned hereby accepts and agrees to comply with all City Policies, Ordinances, State Laws and rules and regulations. For "TEMPORARY STREET CLOSURE PERMIT" Date of closure: _____

Between the hours of 10 AM and 2 PM on 04/24/2022

Between: ROSE AVE, THOMPSON AVE AND HUNTSMAN AVE and WRIGHT AVE AND FLORAL AVE
Street Name / Street Name

Responsible Party: _____

Date: 03/08/2022

Permittee's Signature _____

Name: GURNEK NAGRA AND KARNAIL SINDHER

Address: 2211 S. HIGHLAND AVE

Email: _____

Telephone No: _____

Reason for Street Closure: ANNUAL SIKH PARADE

APPROVED: _____ CHIEF OF POLICE DATE: 4-1-22

APPROVED: _____ CHIEF OF FIRE DATE: 4-1-22

FOR OFFICE USE BELOW

.....
Date: 4/24/22 \$: 175
Fees for Temporary Street Closure Permit
Rental of 183 Barricades @ \$10.00 each \$: 1,830
Total: 2,005

An additional fee of \$35 will be charged for each damaged or unreturned barricade

Barricades returned in good order: _____ By: _____ Date: _____
Barricades not returned in good order: _____ By: _____ Date: _____

*** Responsible Party to pick up and return Barricades***
City of Selma Yard: 1325 Nebraska Ave
(559) 891-2216
.....



Sikh Parade Map 1



Sikh Parade Map 2



Sikh Parade Map 3



Sikh Parade Map 4



Sikh Parade Map 5



Sikh Parade Map 6



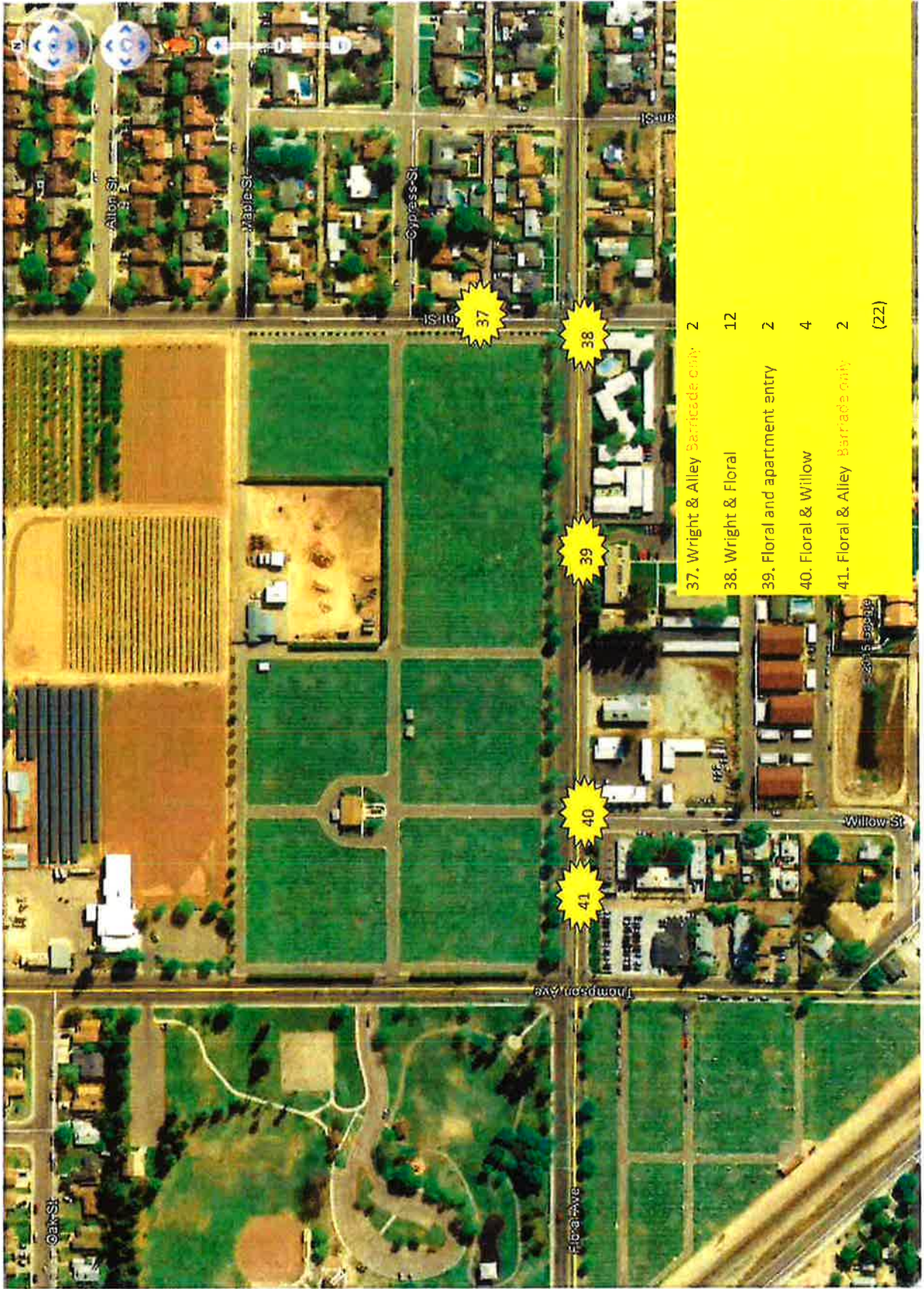
Sikh Parade Map 7



Sikh Parade Map 8



Sikh Parade Map 9



**CITY MANAGER'S/STAFF'S REPORT
CITY COUNCIL MEETING:**

April 4, 2022

ITEM NO: 1.e.

SUBJECT: Consideration of Amendment to Master Salary Schedule Creating a Special Projects Manager Position

DISCUSSION: From time to time, the City has found itself to be in need of assistance in various departments due to staff turnover, sudden increases in workload, or other unforeseen circumstances. One of the ways in which staffing shortages are temporarily addressed is by hiring experienced temporary staff while permanent positions are being filled through the competitive recruitment process.

In order to comply with State regulations, maintain flexibility in filling temporary positions, and ensuring uninterrupted operations, Staff is proposing the creation of a new, temporary, unrepresented position called Special Projects Manager. The proposed salary range for this position would be \$50 - \$175 per hour, as the salary requirements will vary widely depending on specific needs and the technical requirements of the position. This position would not be eligible for benefits such as retirement plan contributions or health insurance coverage, and would be limited to a 6-month term.

In the immediate term, Staff anticipates hiring one Special Projects Manager for the Finance Department for an estimated period of 2-3 months. There is no anticipated increase to the budget necessary, as the funding will come from savings from vacant positions which were previously budgeted.

RECOMMENDATION: Staff recommends that the City Council adopt the attached Resolution approving the updated Master Salary Schedule, attached as Exhibit A, effective April 4, 2022 which reflects a new Special Projects Manager classification and corresponding pay rate.

Fernando Santillan, City Manager

RESOLUTION NO. 2022-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,
CALIFORNIA APPROVING THE MASTER SALARY SCHEDULE REFLECTING A
NEW JOB CLASSIFICATION AND CORRESPONDING PAY RATE**

WHEREAS, pursuant to Section 570.5 of Title 2 of the California Code of Regulation, pay rates shall be duly approved and adopted by the City Council in accordance with requirements of public meeting laws and be publicly available in a salary schedule which identifies the position title, the pay rate for each position, which may be stated as a single amount or as multiple amounts within a range, and that indicates the time base, including, but not limited to, whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually; and

WHEREAS, the California Public Employees' Retirement System (CalPERS), requests all CalPERS contracted employers to list their compensation levels in one document, approved and adopted by the governing body, in accordance with Title 2, California Code of Regulations Section 570.5. and meeting all the requirements thereof; and

WHEREAS, the City Manager for the City of Selma, having assessed various departmental operations and workload issues desires to take the following actions, consistent with his responsibilities set forth in the City's Municipal Code:

- Create a Special Projects Manager classification (\$50 - \$175 / hr) as a temporary, unrepresented position.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Selma as follows:

Section 1. The above recitals are true and correct and are incorporated herein by reference.

Section 2. The City Council hereby approves the recommended job classification and position allocation action recommended by the City Manager.

Section 3. The City Council hereby approves the incorporation of new pay rates with the Master Salary Schedule for one unrepresented, temporary, position as reflected in Exhibit A.

Section 4. The City Council hereby adopts a single consolidated Master Salary Schedule that meets all the requirements of Title 2 CCR Section 570.5, attached hereto as Exhibit A, and incorporated herein by reference.

Section 5. All prior resolutions concerning compensation for City employees that conflict with this resolution or the attached Master Salary Schedule are hereby repealed.

Section 6. Severability. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

Section 7. Effective Date. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City of Selma on the 4th of April 2022, by the following roll call vote:

AYES: Council Members:
NOES: Council Members:
ABSTAIN: Council Members:
ABSENT: Council Members:

Scott Robertson, Mayor

ATTEST:

Reyna Rivera, City Clerk

**CITY OF SELMA
MASTER SALARY SCHEDULE
EFFECTIVE APRIL 4, 2022**

DEPARTMENT HEADS-FLSA EXEMPT

Position	Frequency	Current Salary				
City Manager	Monthly	15,667.00	Effective 12/08/2021			
	Biweekly	7,230.92				
	Hourly	90.39				
Community Development Director	Monthly	8,706.00				
	Biweekly	4,018.15				
	Hourly	50.23				
Community Services Director	Monthly	8,008.00	Effective 07/01/2021 *			
	Biweekly	3,696.00				
	Hourly	46.20				
Deputy City Manager	Monthly	11,250.00	11,813.00	12,404.00	13,024.00	13,674.50
	Biweekly	5,192.31	5,452.15	5,724.92	6,011.08	6,311.54
	Hourly	64.90	68.15	71.56	75.14	78.89
Director of Finance/Treasurer	Monthly	9,312.00	9,778.00	10,267.00	10,780.00	11,319.50
	Biweekly	4,297.85	4,512.92	4,738.62	4,975.38	5,224.15
	Hourly	53.72	56.41	59.23	62.19	65.30
Fire Chief	Monthly	9,740.00	Effective 12/08/2020 *			
	Biweekly	4,495.38				
	Hourly	56.19				
Police Chief	Monthly	9,731.04	10,217.59	10,728.47	11,264.90	11,828.14
	Biweekly	4,493.25	4,715.81	4,951.60	5,199.18	5,459.14
	Hourly	56.14	58.95	61.90	64.99	68.24
Public Works Director	Monthly	8,456.00	8,879.00	9,323.00	9,789.00	10,278.00
	Biweekly	3,902.77	4,098.00	4,302.92	4,518.00	4,743.69
	Hourly	48.78	51.23	53.79	56.48	59.30

FIREFIIGHTERS LOCAL 3716

Position	Frequency	Salary Schedule				
		A	B	C	D	E
Fire Engineer	Monthly	4,610.00	4,841.00	5,083.00	5,337.00	5,604.00
	Biweekly	2,127.69	2,234.31	2,346.00	2,463.23	2,586.46
	Hourly*	19.00	19.95	20.95	21.99	23.09
Firefighter	Monthly	4,180.00	4,389.00	4,608.00	4,838.00	5,080.00
	Biweekly	1,929.23	2,025.69	2,126.77	2,232.92	2,344.62
	Hourly*	17.23	18.09	18.99	19.94	20.93

(* 56 hours per week)

FIREFIGHTERS LOCAL 3716 - Continued

Position	Frequency	Salary Schedule				
		A	B	C	D	E
Non-Safety Paramedic (24)	Monthly	2,856.00	2,999.00	3,149.00	3,306.00	3,471.00
	Biweekly	1,318.15	1,384.15	1,453.38	1,525.85	1,602.00
	Hourly	16.48	17.30	18.17	19.07	20.03
Non-Safety EMT (24)	Monthly	2,600.00	2,730.00	2,867.00	3,010.00	3,161.00
	Biweekly	1,200.00	1,260.00	1,323.23	1,389.23	1,458.92
	Hourly	15.00	15.75	16.54	17.37	18.24
Non-Safety Paramedic (12)	Monthly	3,410.00	3,581.00	3,760.00	3,948.00	4,145.00
	Biweekly	1,573.85	1,652.77	1,735.38	1,822.15	1,913.08
	Hourly	19.67	20.66	21.69	22.78	23.91
Non-Safety EMT (12)	Monthly	2,600.00	2,730.00	2,867.00	3,010.00	3,161.00
	Biweekly	1,200.00	1,260.00	1,323.23	1,389.23	1,458.92
	Hourly	15.00	15.75	16.54	17.37	18.24

FIRE MID-MANAGEMENT

Position	Frequency	Salary Schedule				
		A	B	C	D	E
Fire Captain	Monthly	5,857.00	6,150.00	6,458.00	6,781.00	7,120.00
	Biweekly	2,703.23	2,838.46	2,980.62	3,129.69	3,286.15
	Hourly *	24.14	25.34	26.61	27.94	29.34
		(* 56 hours per week)				
Fire Division Chief (FLSA Exempt)	Monthly	7,457.00	7,830.00	8,222.00	8,633.00	9,065.00
	Biweekly	3,441.69	3,613.85	3,794.77	3,984.46	4,183.85
	Hourly	43.02	45.17	47.43	49.81	52.30
Fire Marshal	Monthly	5,857.00	6,150.00	6,458.00	6,781.00	7,120.00
	Biweekly	2,703.23	2,838.46	2,980.62	3,129.69	3,286.15
	Hourly	33.79	35.48	37.26	39.12	41.08

MISCELLANEOUS MID-MANAGEMENT

Position	Frequency	Salary Schedule				
		A	B	C	D	E
Accountant	Monthly	4,963.00	5,211.00	5,472.00	5,746.00	6,033.00
	Biweekly	2,290.62	2,405.08	2,525.54	2,652.00	2,784.46
	Hourly	28.63	30.06	31.57	33.15	34.81
Accounting Technician	Monthly	4,160.00	4,368.00	4,586.00	4,815.00	5,056.00
	Biweekly	1,920.00	2,016.00	2,116.62	2,222.31	2,333.54
	Hourly	24.00	25.20	26.46	27.78	29.17
Administrative Analyst	Monthly	5,179.00	5,438.00	5,710.00	5,996.00	6,296.00
	Biweekly	2,390.31	2,509.85	2,635.38	2,767.38	2,905.85
	Hourly	29.88	31.37	32.94	34.59	36.32

Exhibit A

City Clerk/Public Information Ofc	Monthly	5,903.00	6,198.00	6,508.00	6,833.00	7,175.00
	Biweekly	2,724.46	2,860.62	3,003.69	3,153.69	3,311.54
	Hourly	34.06	35.76	37.55	39.42	41.39
Finance Department Manager	Monthly	5,211.00	5,472.00	5,746.00	6,033.00	6,335.00
	Biweekly	2,405.08	2,525.54	2,652.00	2,784.46	2,923.85
	Hourly	30.06	31.57	33.15	34.81	36.55
Fleet Maintenance Supervisor	Monthly	5,701.00	5,986.00	6,285.00	6,599.00	6,929.00
	Biweekly	2,631.23	2,762.77	2,900.77	3,045.69	3,198.00
	Hourly	32.89	34.53	36.26	38.07	39.98

MISCELLANEOUS MID-MANAGEMENT Continued

Position	Frequency	Salary Schedule				
		A	B	C	D	E
Human Resources Manager	Monthly	6,093.00	6,398.00	6,718.00	7,054.00	7,407.00
	Biweekly	2,812.15	2,952.92	3,100.62	3,255.69	3,418.62
	Hourly	35.15	36.91	38.76	40.70	42.73
Info System Coor/GIS Supervisor	Monthly	4,688.00	4,922.00	5,168.00	5,426.00	5,697.00
	Biweekly	2,163.69	2,271.69	2,385.23	2,504.31	2,629.38
	Hourly	27.05	28.40	29.82	31.30	32.87
Planning & Development Manager	Monthly	7,196.00	7,556.00	7,934.00	8,331.00	8,748.00
	Biweekly	3,321.23	3,487.38	3,661.85	3,845.08	4,037.54
	Hourly	41.52	43.59	45.77	48.06	50.47
Police Records Supervisor	Monthly	4,383.00	4,602.00	4,832.00	5,074.00	5,328.00
	Biweekly	2,022.92	2,124.00	2,230.15	2,341.85	2,459.08
	Hourly	25.29	26.55	27.88	29.27	30.74
Principal Planner	Monthly	6,853.00	7,196.00	7,556.00	7,934.00	8,331.00
	Biweekly	3,162.92	3,321.23	3,487.38	3,661.85	3,845.08
	Hourly	39.54	41.52	43.59	45.77	48.06
Public Works Supervisor	Monthly	5,371.00	5,640.00	5,922.00	6,218.00	6,529.00
	Biweekly	2,478.92	2,603.08	2,733.23	2,869.85	3,013.38
	Hourly	30.99	32.54	34.17	35.87	37.67
Recreation Supervisor	Monthly	4,265.00	4,478.00	4,702.00	4,937.00	5,184.00
	Biweekly	1,968.46	2,066.77	2,170.15	2,278.62	2,392.62
	Hourly	24.61	25.83	27.13	28.48	29.91
Transit Maintenance Manager	Monthly	5,649.00	5,931.00	6,228.00	6,539.00	6,866.00
	Biweekly	2,607.23	2,737.38	2,874.46	3,018.00	3,168.92
	Hourly	32.59	34.22	35.93	37.73	39.61

POLICE MID-MANAGEMENT

Position	Frequency	Salary Schedule				
		A	B	C	D	E

Exhibit A

Police Commander	Monthly	6,679.00	7,013.00	7,364.00	7,732.00	8,119.00
	Biweekly	3,082.62	3,236.77	3,398.77	3,568.62	3,747.23
	Hourly	38.53	40.46	42.48	44.61	46.84
Police Sergeant	Monthly	5,364.00	5,632.00	5,914.00	6,210.00	6,521.00
	Biweekly	2,475.69	2,599.38	2,729.54	2,866.15	3,009.69
	Hourly	30.95	32.49	34.12	35.83	37.62
Supervisor Safety Dispatcher	Monthly	4,296.00	4,511.00	4,737.00	4,974.00	5,223.00
	Biweekly	1,982.77	2,082.00	2,186.31	2,295.69	2,410.62
	Hourly	24.78	26.03	27.33	28.70	30.13

POLICE OFFICERS ASSOCIATION

Position	Frequency	Salary Schedule				
		A	B	C	D	E
Community Services Officer	Monthly	2,985.00	3,134.00	3,291.00	3,456.00	3,629.00
	Biweekly	1,377.69	1,446.46	1,518.92	1,595.08	1,674.92
	Hourly	17.22	18.08	18.99	19.94	20.94
Police Officer	Monthly	4,232.00	4,444.00	4,666.00	4,899.00	5,144.00
	Biweekly	1,953.23	2,051.08	2,153.54	2,261.08	2,374.15
	Hourly	24.42	25.64	26.92	28.26	29.68
Property/Evidence Technician	Monthly	3,291.00	3,456.00	3,629.00	3,810.00	4,001.00
	Biweekly	1,518.92	1,595.08	1,674.92	1,758.46	1,846.62
	Hourly	18.99	19.94	20.94	21.98	23.08
Safety Dispatcher I	Monthly	3,205.00	3,365.00	3,533.00	3,710.00	3,896.00
	Biweekly	1,479.23	1,553.08	1,630.62	1,712.31	1,798.15
	Hourly	18.49	19.41	20.38	21.40	22.48
Safety Dispatcher II	Monthly	3,533.00	3,710.00	3,896.00	4,091.00	4,296.00
	Biweekly	1,630.62	1,712.31	1,798.15	1,888.15	1,982.77
	Hourly	20.38	21.40	22.48	23.60	24.78

PUBLIC WORKS & TRANSIT MAINTENANCE EMPLOYEES

Position	Frequency	Salary Schedule				
		A	B	C	D	E
Custodian	Monthly	2,943.00	3,090.00	3,245.00	3,407.00	3,577.00
	Biweekly	1,358.31	1,426.15	1,497.69	1,572.46	1,650.92
	Hourly	16.98	17.83	18.72	19.66	20.64
Equipment Mechanic III	Monthly	4,159.00	4,367.00	4,585.00	4,814.00	5,055.00
	Biweekly	1,919.54	2,015.54	2,116.15	2,221.85	2,333.08
	Hourly	23.99	25.19	26.45	27.77	29.16
Maintenance Worker I	Monthly	3,014.00	3,165.00	3,323.00	3,489.00	3,663.00
	Biweekly	1,391.08	1,460.77	1,533.69	1,610.31	1,690.62
	Hourly	17.39	18.26	19.17	20.13	21.13

Exhibit A

Maintenance Worker II	Monthly	3,356.00	3,524.00	3,700.00	3,885.00	4,079.00
	Biweekly	1,548.92	1,626.46	1,707.69	1,793.08	1,882.62
	Hourly	19.36	20.33	21.35	22.41	23.53
Maintenance Worker III	Monthly	3,833.00	4,025.00	4,226.00	4,437.00	4,659.00
	Biweekly	1,769.08	1,857.69	1,950.46	2,047.85	2,150.31
	Hourly	22.11	23.22	24.38	25.60	26.88
Transit Fleet Service Coordinator	Monthly	5,179.00	5,438.00	5,710.00	5,996.00	6,296.00
	Biweekly	2,390.31	2,509.85	2,635.38	2,767.38	2,905.85
	Hourly	29.88	31.37	32.94	34.59	36.32

PUBLIC WORKS & TRANSIT MAINTENANCE EMPLOYEES - Continued

Position	Frequency	Salary Schedule				
		A	B	C	D	E
Transit Mechanic I	Monthly	3,772.00	3,961.00	4,159.00	4,367.00	4,585.00
	Biweekly	1,740.92	1,828.15	1,919.54	2,015.54	2,116.15
	Hourly	21.76	22.85	23.99	25.19	26.45
Transit Mechanic II	Monthly	3,961.00	4,159.00	4,367.00	4,585.00	4,814.00
	Biweekly	1,828.15	1,919.54	2,015.54	2,116.15	2,221.85
	Hourly	22.85	23.99	25.19	26.45	27.77
Transit Mechanic III	Monthly	4,159.00	4,367.00	4,585.00	4,814.00	5,055.00
	Biweekly	1,919.54	2,015.54	2,116.15	2,221.85	2,333.08
	Hourly	23.99	25.19	26.45	27.77	29.16
Transit Shuttle Driver	Monthly	2,636.00	2,768.00	2,906.00	3,051.00	3,204.00
	Biweekly	1,216.62	1,277.54	1,341.23	1,408.15	1,478.77
	Hourly	15.21	15.97	16.77	17.60	18.48

SECRETARIAL, TECHNICAL & CLERICAL

Position	Frequency	Salary Schedule				
		A	B	C	D	E
Account Clerk II	Monthly	3,356.00	3,524.00	3,700.00	3,885.00	4,079.00
	Biweekly	1,548.92	1,626.46	1,707.69	1,793.08	1,882.62
	Hourly	19.36	20.33	21.35	22.41	23.53
Administrative Assistant	Monthly	3,596.00	3,776.00	3,965.00	4,163.00	4,371.00
	Biweekly	1,659.69	1,742.77	1,830.00	1,921.38	2,017.38
	Hourly	20.75	21.78	22.88	24.02	25.22
Arts Center Coordinator	Monthly	3,213.00	3,374.00	3,543.00	3,720.00	3,906.00
	Biweekly	1,482.92	1,557.23	1,635.23	1,716.92	1,802.77
	Hourly	18.54	19.47	20.44	21.46	22.53
Assistant Planner/ Rehab Housing Specialist	Monthly	4,535.00	4,762.00	5,000.00	5,250.00	5,513.00
	Biweekly	2,093.08	2,197.85	2,307.69	2,423.08	2,544.46
	Hourly	26.16	27.47	28.85	30.29	31.81

Exhibit A

Associate Planner	Monthly	5,205.58	5,465.86	5,739.15	6,026.11	6,327.42
	Biweekly	2,402.58	2,522.70	2,648.84	2,781.28	2,920.35
	Hourly	30.03	31.53	33.11	34.77	36.50
Building Inspector	Monthly	4,285.00	4,499.00	4,724.00	4,960.00	5,208.00
	Biweekly	1,977.69	2,076.46	2,180.31	2,289.23	2,403.69
	Hourly	24.72	25.96	27.25	28.62	30.05
Building-Planning Technician	Monthly	3,974.00	4,173.00	4,382.00	4,601.00	4,831.00
	Biweekly	1,834.15	1,926.00	2,022.46	2,123.54	2,229.69
	Hourly	22.93	24.08	25.28	26.54	27.87

SECRETARIAL, TECHNICAL & CLERICAL - Continued

Position	Frequency	Salary Schedule				
		A	B	C	D	E
Clerical Assistant II	Monthly	3,108.00	3,263.00	3,426.00	3,597.00	3,777.00
	Biweekly	1,434.46	1,506.00	1,581.23	1,660.15	1,743.23
	Hourly	17.93	18.83	19.77	20.75	21.79
Code Enforcement Officer	Monthly	3,754.00	3,942.00	4,139.00	4,346.00	4,563.00
	Biweekly	1,732.62	1,819.38	1,910.31	2,005.85	2,106.00
	Hourly	21.66	22.74	23.88	25.07	26.33
Code Enforcement Officer II	Monthly	4,652.00	4,885.00	5,129.00	5,385.00	5,654.00
	Biweekly	2,147.08	2,254.62	2,367.23	2,485.38	2,609.54
	Hourly	26.84	28.18	29.59	31.07	32.62
Engineering Technician	Monthly	4,271.00	4,485.00	4,709.00	4,944.00	5,191.00
	Biweekly	1,971.23	2,070.00	2,173.38	2,281.85	2,395.85
	Hourly	24.64	25.88	27.17	28.52	29.95
Fire Inspector/Code Enforcement	Monthly	4,048.00	4,250.00	4,463.00	4,686.00	4,920.00
	Biweekly	1,868.31	1,961.54	2,059.85	2,162.77	2,270.77
	Hourly	23.35	24.52	25.75	27.03	28.38
Information System Technician	Monthly	4,415.00	4,636.00	4,868.00	5,111.00	5,367.00
	Biweekly	2,037.69	2,139.69	2,246.77	2,358.92	2,477.08
	Hourly	25.47	26.75	28.08	29.49	30.96
Police Clerk I	Monthly	3,005.00	3,155.00	3,313.00	3,479.00	3,653.00
	Biweekly	1,386.92	1,456.15	1,529.08	1,605.69	1,686.00
	Hourly	17.34	18.20	19.11	20.07	21.08
Police Clerk II	Monthly	3,155.00	3,313.00	3,479.00	3,653.00	3,836.00
	Biweekly	1,456.15	1,529.08	1,605.69	1,686.00	1,770.46
	Hourly	18.20	19.11	20.07	21.08	22.13
Recreation Coordinator	Monthly	3,213.00	3,374.00	3,543.00	3,720.00	3,906.00
	Biweekly	1,482.92	1,557.23	1,635.23	1,716.92	1,802.77
	Hourly	18.54	19.47	20.44	21.46	22.53

PART-TIME, SEASONAL, TEMPORARY AND UNREPRESENTED EMPLOYEES

Exhibit A

Position	Frequency	Rate As of 1/1/2021	Rate As of 1/1/2022			
Art Instructor	Hourly	14.00	15.00			
Assistant Planner	Hourly	22.00	22.00			
Ballfield Maintenance	Hourly	14.00	15.00			
Clerical Assistant II	Hourly	17.41				
EMT - Per Diem	Hourly	15.00	15.00			
Executive Assistant to the City Manager	Monthly	4,357.00	4,575.00	4,804.00	5,044.00	5,296.00
	Biweekly	2,010.92	2,111.54	2,217.23	2,328.00	2,444.31
	Hourly	25.14	26.39	27.72	29.10	30.55
Fire Department Secretary	Hourly	15.30	15.30			
Human Resources Technician	Monthly	3,559.00	3,737.00	3,924.00	4,120.00	4,326.00
	Biweekly	1,642.62	1,724.77	1,811.08	1,901.54	1,996.62
	Hourly	20.53	21.56	22.64	23.77	24.96
Maintenance Worker I	Hourly	14.00	15.00			
Office Assistant	Hourly	14.00	15.00			
Senior Accountant	Monthly	5,689.00	5,973.00	6,272.00	6,586.00	6,915.00
	Biweekly	2,625.69	2,756.77	2,894.77	3,039.69	3,191.54
	Hourly	32.82	34.46	36.18	38.00	39.89

PART-TIME, SEASONAL AND TEMPORARY UNREPRESENTED EMPLOYEES - Continued

Position	Frequency	Rate As of 1/1/2021	Rate As of 1/1/2022			
Paramedic - Per Diem	Hourly	19.00	26.00			
Recreation/Arts Coordinator	Hourly	14.00	15.00			
Safety Dispatcher	Hourly	33.72	Effective 10/01/2021			
Senior Center Activity Coordinator	Hourly	14.00	15.00			
Senior Center Nutrition Coordinator	Hourly	14.00	15.00			
Special Projects Manager	Hourly	50.00	95.00	125.00	150.00	175.00
Visual Arts Instructor	Hourly	14.00	15.00			
Vocal Instructor	Hourly	14.00	15.00			
Youth Services Coordinator	Hourly	14.00	15.00			

**CITY MANAGER'S/STAFF'S REPORT
CITY COUNCIL MEETING:**

April 4, 2022

ITEM NO: 1.f.

SUBJECT: Consider Extending Deferred Improvements Agreement with Hye, LLC for Improvements to Underground Utilities for the American Tire Depot Project

DISCUSSION: The American Tire Depot is located at 2521 Whitson Avenue. This project was approved by Planning Commission Resolution 2013-0015. As a condition of that resolution, all utilities were to be underground. This includes the PG&E lines that are located on APN 388-041-35 and suspended across Whitson Ave.

The building is currently ready to be approved for occupancy by the Building Department and open for business, but the Rule 20 Undergrounding Program for PG&E is longer than expected to complete. To assist the development in moving forward, Staff requested an agreement with conditions that allow the developer to begin operation with security for the improvements in the amount of \$175,000. The Performance Bond for the \$175,000 has been submitted and is in possession of the City's Finance Department. The original agreement, with an effective date of April 19, 2022, gave the developer one year from execution of agreement to complete the work required.

The Developer has been processing the Rule 20 application with PG&E for the undergrounding of the overhead lines, but there have been delays with finalizing contracts and the design work with PG&E; thus, the Developer is requesting an extension to the term of the Agreement.

After reviewing the Agreement and documents, Staff recommends approving a one-year extension to the original Agreement term which will change the completion date for the Deferred Improvements from April 19, 2022, to April 19, 2023.

RECOMMENDATION: Approve Extension of the Deferred Improvements Agreement with Hye, LLC for Improvements to Underground Utilities for the American Tire Depot Project

Attachment: American Tire Depot Deferred Improvements Agreement 2021.pdf

Philip L, Romero, Interim City Engineer

Fernando Santillan, City Manager

RESOLUTION NO. 2022 – __R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA
APPROVING A ONE-YEAR TIME EXTENSION OF THE DEFERRED
IMPROVEMENTS AGREEMENT WITH HYE, LLC FOR THE AMERICAN
TIRE DEPOT PROJECT TO COMPLETE THE RULE 20 UNDERGROUND
UTILITY LINES ACROSS WHITSON AVENUE**

WHEREAS, the Developer submitted an application on August 15, 2013 for the American Tire Depot; and

WHEREAS, on October 8, 2013, the Planning Commission of the City of Selma adopted Resolution 2013-0015 with conditions of approval; and

WHEREAS, Resolution 2013-0015 included a condition to underground utility lines from the project site across Whitson Avenue; and

WHEREAS, with an effective date of April 19, 2021, the City of Selma entered into a Deferred Improvements Agreement with HYE, LLC to defer the undergrounding of the utility lines for one-year from the date of said Agreement; and

WHEREAS, as part of said Agreement, the developer submitted a Performance Bond for \$175,000.00 to the City of Selma; and

WHEREAS, the Developer has had continuing delay's with finalizing contracts and starting the design work with PG&E for the undergrounding of the utility lines; and

WHEREAS, Developer has requested a one-year extension to the original Deferred Improvements Agreement; and

WHEREAS, Staff is recommending the one-year extension to the original Deferred Improvements Agreement for the undergrounding of the utility lines.

NOW THEREFORE, IT IS HEREBY RESOLVED, that the City of Selma resolves as follows:

1. The foregoing recitals are deemed true and correct.
2. An extension of time of one-year on the original Deferred Improvements Agreement with an effective date of April 19, 2021, is hereby approved.

I, Reyna Rivera, City Clerk to the City of Selma do hereby certify that the foregoing Resolution was approved at a regular meeting of the City Council of the City of Selma on the 4th day of April, 2022 by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:

Scott Robertson, Mayor

ATTEST:

By: _____
Reyna Rivera, City Clerk

DEFERRED IMPROVEMENTS AGREEMENT

This Deferred Improvements Agreement ("Agreement") is entered into as of April 19, 2021 ("Effective Date") between the City of Selma, a California municipal corporation and general law city ("City") and HYE, LLC, ("Developer").

RECITALS

WHEREAS, Developer has submitted an application on August 15, 2013 for a project on parcels 388-040-33 and 388-040-34. These parcels were later merged into parcel 388-040-35. The application consisted of a 4,699 square foot tire shop called American Tire Depot. The American Tire Depot is hereinafter referred to as the "Project"; and,

WHEREAS, in conjunction with the Project, on October 8, 2013, the Planning Commission of the City of Selma adopted Resolution 2013-0015 with conditions of approval.

WHEREAS, Resolution 2013-0015 includes a condition to underground utility lines from their project across Whitson Avenue.

WHEREAS, City and Developer desire to defer the requirement for the undergrounding utility lines from their project across Whitson Avenue subject to the terms and conditions of this Agreement.

AGREEMENT

Section 1. Recitals.

The foregoing recitals are true and correct and are expressly made a part of this Agreement for Deferred Improvements Agreement.

Section 2. Improvements to be Constructed.

(A) Pursuant to Resolution No. 2013-0015, Developer is required to: "Underground utilities across Whitson Ave." hereafter "Deferred Improvements."

(B) The current estimated cost of constructing the Deferred Improvements is \$175,000.

(C) All such improvements shall be constructed in accordance with the City's design standards and ordinances or as may be approved in writing by the City Engineer. Upon completion Developer shall furnish City with a complete and reproducible set of final as-built plans of the improvements, including any authorized modifications.

///

Section 3. Time for Construction of Improvements.

Developer agrees that Developer or his successors in interest will within one year of the date of this Agreement, complete construction or installation of the above-described work for which temporary deferment is granted.

Section 4. Improvement Plans and Fees.

Developer shall submit improvement plans for the Deferred Improvements, prepared by a registered civil engineer, to the City Engineer for approval in sufficient time to complete construction or installation of the Deferred Improvements as provided in Section 3 of this Agreement. Developer will pay all applicable fees.

Section 5. Security.

(A) Upon execution of this Agreement, Developer shall furnish City with all the following security in the forms specified in Government Code sections 66499.1 and 66499.2 or in a form satisfactory to the City Attorney if different from such Government Code forms:

(1) Faithful Performance. Either a cash deposit, a corporate surety bond issued by a company duly and legally licensed to conduct a general surety business in the State of California, or an instrument of credit equivalent to one hundred percent (100%) of the estimate set forth in Section 2(B) above and sufficient to assure City that the Deferred Improvements will be satisfactorily completed.

(2) Labor and Materials. Either a cash deposit, a corporate surety bond issued by a company duly and legally licensed to conduct a general surety business in the State of California, or an instrument of credit equivalent to one hundred percent (100%) of the estimate set forth in Section 2(B) above and sufficient to assure City that Developer's contractors, subcontractors, and other persons furnishing labor, materials, or equipment shall be paid therefor.

(B) City shall be the sole indemnitee named on any instrument required by this Agreement. Any instrument or deposit required herein shall conform to the provisions of Chapter 5 of the Subdivision Map Act (Government Code sections 66499-99499.10), except as may be otherwise approved by the City Attorney.

(C) Lien. To secure the timely performance of Developer's obligations under this Agreement, Developer hereby creates in favor of City a lien against all portions of the Property not dedicated to the City or other governmental entity for a public purpose. As to Developer's default on those obligations for which security has been provided as set forth above, City shall first attempt to collect against such security prior to exercising its rights as a contract lienholder under this section.

Section 6. Indemnification and Insurance Required.

(A) Developer shall indemnify, defend and hold harmless the City and its Council, boards, commissions, officers, officials, employees and agents from any and all loss, liability, costs and damages (whether in contract, statute, tort or strict liability, including without limitation death at any time, personal injury or property damage), and from any and all suits and claims in law or equity (including attorneys' fees, court costs and legal expenses), arising directly or indirectly out of or in any way connected with (i) any act, error or omission at any time of Developer its contractor(s), subcontractors or any of their respective, employees, agents or representatives in performing work under this Agreement. This paragraph will apply to the greatest extent allowed by law, but will not apply to, and Developer shall not be responsible for, any loss, liability, costs, damages, suits or claims caused solely by the active negligence or willful misconduct of the City its officials, officers or employees acting within the scope of their authority.

(B) Prior to the commencement of work under this Agreement, Developer shall obtain or cause to be obtained and filed with the City, all insurance required by City as set forth in its standard insurance requirements at the time such work is to commence, and such insurance must be approved by the Finance Director of City, or his or her designee, as to form, amount, and carrier. Prior to the commencement of work under this Agreement, Developer, at its own cost and expense, shall also procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Developer and its agents, representatives, employees, and subcontractors. Developer shall provide proof satisfactory to City of such insurance that meets the requirements of this First Amendment to Agreement and under forms and amounts of insurance satisfactory in all respects to City. Developer shall maintain in full force and effect the insurance coverage in the forms and amounts specified by City throughout the term of the work to be completed, until final completion and acceptance of the Improvements by the City. Developer shall not allow any work to commence until Developer has obtained all insurance required by this Agreement and has provided evidence thereof to City.

(C) The City may approve a variation in the insurance requirements, upon a determination that the coverages, scope, limits, and forms of such insurance are either not commercially available, or that City's interests are otherwise fully protected.

Coverage	Limits
Workers Compensation	Statutory
Comprehensive General Liability,	

including or separately insuring
liability assumed by contract

Bodily Injury	\$ 500,000 per person \$1,000,000 per occurrence
Property Damage	\$ 250,000 per occurrence

(i) Notice of Reduction in Coverage. In the event that any coverage required by this Section 6 is reduced, limited, or materially affected in any other manner, Developer shall provide written notice to City as Developer's early as practicable and in no case later than five (5) days after Developer is notified of such change in coverage.

(ii) Failure to Maintain Insurance. Throughout the term of the work to be completed pursuant to this Agreement, and until final completion and acceptance of the work by City, Developer shall maintain in full force and effect insurance coverage in the forms and amounts required by this Agreement.

(iii) Workers' Compensation and Employers Liability Coverage. Developer shall use commercially reasonable efforts to cause the insurer to agree to waive all rights of subrogation against the City, its officers, officials, employees, and volunteers for losses arising from work performed by Developer pursuant to this First Amendment to Agreement for the City.

(iv) All Coverages. Each insurance policy required by this Section 6 shall be endorsed to provide that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

(v) Acceptability of Insurers. Insurance is to be placed with insurers with a Bests' rating of no less than A: VII.

(vi) Verification of Coverage. Developer shall furnish City with certificates of insurance and with original endorsements effecting coverage required by this Section 6. The certificates and endorsements are to be received and approved by the City before work pursuant to this Agreement commences. The City reserves the right to require complete, certified copies of all insurance policies, at any time.

(D) Subcontractors. Developer and/or Developer's general contractor shall include all subcontractors as insured under its policies or shall obtain separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements provided in this Section 6.

Section 7. Warranty Period.

(A) Except as otherwise expressly provided in this Agreement, and excepting only items of routine maintenance, ordinary wear and tear and unusual abuse or neglect, for a period of one (1) year after the date City accepts the Improvements, Developer agrees to maintain the Improvements and repair any defects or unsatisfactory work to the reasonable satisfaction of the City Engineer. City shall provide written notice to Developer of any repair or correction work which in the reasonable opinion of City Engineer, must be completed. Developer shall repair or make such correction of such Improvements without expense or charge of any nature whatsoever to City.

(B) In the event the Developer shall fail to comply with the conditions of Section 7(A) above, within thirty (30) days (or such reasonably longer period if the repair or correction work cannot be reasonably completed within such thirty (30) day period), after being notified of the repair or correction in writing, City shall have the right, but not be obligated, to make, or cause to be made, the repair or correction and Developer shall promptly pay to City the reasonable costs and expense of such repair or correction. Notwithstanding anything herein to the contrary, in the event that any repair or correction results in a condition which constitutes an immediate hazard to the public health, safety, or welfare, City shall have the right to immediately make, or cause to be made, such repair or correction, and Developer shall promptly pay to City the reasonable costs and expense of such repair or correction. The foregoing statement relating to hazards to health and safety shall be deemed to include either temporary or permanent repairs that may be required, as determined in the sole discretion and reasonable judgment of City.

Section 8. Inspection of Work.

Developer shall provide reasonable access to City through its City Engineer and his or her designated representative for the inspection of the work throughout construction of the Deferred Improvements. Such City representative shall have the authority to reject all materials and workmanship which are not in accordance with the Approved Plans, and all such materials and or work shall be removed promptly by Developer and replaced to the reasonable satisfaction of City without any expense to City in strict accordance with the Approved Plans.

Section 9. Use of Improvements.

At all time prior to the final acceptance of the Improvements by City, the use of any or all such Improvements shall be at the sole risk of Developer.

Section 10. Acceptance of Work.

Upon notice of the completion of all construction of the Deferred Improvements and the delivery of the set of final as-built plans to City by Developer, City through its City Engineer or his or her designated representative, shall examine the work without delay, and, if found to be in accordance with the Approved Plans and this Agreement shall recommend

acceptance of the Deferred Improvements by the adoption of a resolution, and the City Engineer shall notify Developer or its designated agents of such acceptance.

Section 11. Recordation.

This Agreement shall be recorded in the office of the County Recorder of Fresno County, California.

Section 12. Notices.

(A) All notices herein required shall be in writing, and delivered in person or sent by registered mail, postage prepaid.

All notices in connection with this Agreement must be written and given by personal delivery or first-class U.S. mail to a party at its respective address below:

To the City: City of Selma
 Attn: City Manager
 1710 Tucker Street
 Selma, CA 93662

To Developer: HYE, LLC: HYE, LLC
 Attention: Ara Tchaghlassian
 16201 Commerce Way
 Commerce, CA 90703

Notice by personal delivery will be effective on delivery; notice by mail will be effective on receipt or three days after the postmark date, whichever is earlier.

(B) Any party may change such address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

Section 13. Default by Developer.

(A) Default by Developer shall include, but not be limited to:

- (1) Developer's failure to timely commence construction of Deferred Improvements under this Deferred Improvements Agreement;
- (2) Developer's failure to timely complete construction of the Deferred Improvements;
- (3) Developer's failure to timely cure any defect in the Deferred Improvements as required by this Deferred Improvements Agreement;
- (4) Developer's failure to perform substantial construction work for a period of 20 consecutive calendar days after commencement of the work;

(5) Developer's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, either voluntary or involuntary, which Developer fails to discharge within thirty (30) days;

(6) The commencement of a foreclosure action against the -Property or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or

(7) Developer's failure to perform any other obligation under this Agreement.

(B) The City reserves all remedies available to it at law or in equity for breach of Developer's obligations under this Agreement. The City shall have the right, subject to this Section, to draw upon or use the appropriate security to mitigate the City's damages in the event of default by Developer. The City's right to draw upon or use the security is in addition to any other remedy available to City. The parties acknowledge that the estimated costs and security amounts may not reflect the actual cost of construction of the improvements and, therefore, City's damages for Developer's default shall be measured by the cost of completing the required improvements. The City may use the sums provided by the securities for the completion of the Deferred Improvements. In the event Developer fails to cure any default under this First Amendment to Agreement within twenty (20) days after the City mails written notice of such default to the Developer and Developer's surety, Developer authorizes City to perform the obligation for which Developer is in default and agrees to pay the entire cost of such performance to the City.

City may take over the work and complete the Deferred Improvements, by contract or by any other method City deems appropriate, at the expense of Developer. In such event, City, without liability for doing so, may complete the Deferred Improvements using any of Developer's materials, appliances, plans and other property that are at the work site and that are necessary to complete the Deferred Improvements.

(C) In the event Developer fails to perform any obligation hereunder or comply with applicable law, Developer agrees to pay all costs and expenses incurred by City in securing performance of such obligations, including but not limited to fees and charges of architects, engineers, attorneys, and other professionals, and court costs.

(D) The failure of City to take enforcement action with respect to a default or to declare a breach shall not be construed as a waiver of that default or breach of any subsequent default or breach of Developer.

Section 14. Personal Nature of Developer's Obligations.

Developer's obligations under this Agreement are personal obligations of Developer notwithstanding a transfer of all or any part of the Property subject to this Agreement. Developer shall not be entitled to assign its obligations under this Agreement to any transferee of all or any part of the Property or any other third party without the express prior written consent of the City.

Section 15. Modification; Amendment.

This Agreement may be modified or amended only by a written instrument, signed by duly authorized representatives of Developer and the City. No other statement, action or representation will be effective to modify or amend any provision of this Agreement.

Section 16. Governing Law; Interpretation.

This Agreement will be interpreted and enforced, and the rights and duties (both procedural and substantive) of the parties will be determined, according to California law. Venue shall be in Fresno County.

CITY OF SELMA

By: 
Teresa Gallavan, City Manager

Date: 4-20-21

HYE, LLC

By: 
Ara Tchaghassian

Date: 4/13/2021

ATTEST:

By: 
Reyna Rivera, City Clerk

**CITY MANAGER'S/STAFF'S REPORT
CITY COUNCIL MEETING:**

April 4, 2022

ITEM NO: 1.g.

SUBJECT: Consideration of a Resolution, approving a request for a fee waiver for Bringing Neighborhoods Back To Life Events

DISCUSSION: Bringing Neighborhoods Back To Life has submitted a request to waive fees associated with their events (Attachment #1).

The events will provide an opportunity for families to gather at Lincoln Park and will provide residents with resources such as information on rental assistance and other valuable programs. Lunch will be provided to attendees of the event.

Fees associated with this event include Special Events Permit, Sound Permit, and Park Rental, which total approximately \$4,900.

These events will take place on April 23, May 21, June 25, and September 10, 2022 and will be held at Lincoln Park. Event layout depicted in Attachment #2. The fee waiver serves a public purpose by bringing community gathering and providing community resources.

RECOMMENDATION: Consider approving resolution and request from the Bringing Neighborhoods Back To Life to waive fees for their events.

Lupe Macias, Building-Planning Technician.

Robert Terry, Deputy City Manager

Fernando Santillan, City Manager

RESOLUTION NO. 2022 – __R

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SELMA, CALIFORNIA, APPROVING A
REQUEST FOR A FEE WAIVER FOR THE BRINGING
NEIGHBORHOODS BACK TO LIFE EVENT**

WHEREAS, the Bringing Neighborhoods Back to Life requested that the City Council waive fees associated with its Bringing Neighborhoods Back To Life event to be held on April 23, May 21, June 25, and September 10; and

WHEREAS, the total fees associated with the event are Four Thousand Nine Hundred Dollars (\$4,900), which includes the fees for the special events permit, sound permit, and park rental permit; and

WHEREAS, the total amount the Bringing Neighborhoods Back To Life is requesting the City Council to waive is Four Thousand Nine Hundred Dollars (\$4,900); and

WHEREAS, while the City is proposing to waive certain fees associated with the event, Bringing Neighborhoods Back To Life is still required to comply with all other provisions of the City's Municipal Code; and

WHEREAS, the fee waiver serves a public purpose by gathering the community and providing informational resources available to them.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SELMA
DOES HEREBY RESOLVE AS FOLLOWS:**

SECTION 1. The above recitals are true and correct and are incorporated herein by reference.

SECTION 2. The fee waiver serves a public purpose by gathering the community and providing informational resources available to them.

SECTION 3. The City Council hereby approves the fee waiver for fees associated with the Event in the amount of Four Thousand Nine Hundred Dollars (\$4,900.00).

SECTION 4. The Bringing Neighborhoods Back To Life shall comply with the City's Municipal Code during the Event, and provide the City with all information required by City staff, including, but not limited to, the following:

1. Proof of insurance with the City named as additional insured.
2. Indemnification of the City.

SECTION 5. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

SECTION 6. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED this 4th day of April, 2022, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:

Scott Robertson, Mayor

ATTEST:

Reyna Rivera, City Clerk

City of Selma

APPLICATION FOR PARADE AND SPECIAL EVENTS PERMIT

Planning Office Use Only		
Date Received: <u>3/22/22</u>		
<input type="checkbox"/> Application Complete	Date:	<input type="checkbox"/> Harmless Agreement
<input type="checkbox"/> Application Fee Paid	\$	<input type="checkbox"/> Insurance Forms
<input type="checkbox"/> PD Inv. Fee Paid	\$	<input type="checkbox"/> Other
<input type="checkbox"/> Facilities Event		MINOR \$80/MAJOR \$900 <u>CITY \$945 / PRIVATE \$670</u>

(PRINT OR TYPE ALL INFORMATION)

CONTACT PERSON Delfina Vazquez Telephone _____

Address 1800 Sherdian St City/Zip Selma

Primary Email _____ Alternate Email _____

Alternate Contact Person Marty Lynch Telephone _____

Address _____ City/Zip Selma

SPONSOR/ORGANIZATION BBNBTL Telephone _____

Address _____ City/Zip Selma

Officer Marty Lynch Pastor Title Board Member

EVENT CHAIRPERSON Delfina Vazquez Telephone _____

Address 1800 Sheridan st City/Zip Selma ca 93662

Nature and Purpose of Event Community Event Outreach provide service to community.

DATE OF EVENT April 23, May 21, June 25, Sep 10 2022

Start Time: 7:00 am End Time: 2:00 pm

Location Boundaries (list main streets) Lincoln Park Selma

North _____ East _____

South _____ West _____

Estimated Number of participants or attendees 200

Types of Vehicles N/A

Types of Animals _____

Number of Animals _____

Types of Structures Tables and Canopies

Number of Structures Rock Wall, Bounce Houses

Description of Sound Amplification Equipment _____

Description of Food/beverage(s) to be sold and/or served Barbaque Fee Hot dogs

Name of Private Security _____ Telephone _____

Estimated Parking Requirements _____ Number of Spaces needed _____

City of Selma

APPLICATION FOR PARADE AND SPECIAL EVENTS PERMIT

PAGE 2

THE FOLLOWING ADDITIONAL INFORMATION IS REQUIRED FOR PARADES, RACES, AND OTHER EVENTS ALONG A ROUTE:

ASSEMBLY POINT n/a

Boundaries North _____

Boundaries South _____

Boundaries East _____

Boundaries West _____

Time of Assembly for participants: _____ am/pm

Route to be traveled:

List of all portions of the streets to be traversed:

Map included: Yes yes No _____

Intervals of space/time to be maintained between the units _____

Number of floats nona

Size(s) of floats (width, length & height of largest float) _____

Material & size (types of cloth, etc.) for flags/banners/signs:

I, the undersigned representative, have read the rules and regulations with reference to this permit and am duly authorized to enroll the organization(s) or person(s) listed on this application for the responsibilities listed in the Selma Municipal Code Section _____ of Selma:

Signed [Signature] Date 11-23-2021

Title PRESIDENT CDL #: _____

POLICE DEPARTMENT USE ONLY: APPROVED () DENIED () DATE: _____ REASON _____

NAME [Signature] TITLE POLICE CHIEF

FIRE DEPARTMENT USE ONLY: APPROVED ☒ DENIED () DATE: 4-1-22 REASON _____

NAME [Signature] TITLE Fire Chief

PLANNING DEPARTMENT USE ONLY: APPROVED ☒ DENIED () DATE: 4-1-22 REASON _____

NAME [Signature] TITLE Deputy City Manager

SELMA CITY HALL
1710 Tucker Avenue, Selma, CA 93662
(559) 891-2200 Fax (559) 896-1068

Has organization received any other financial assistance from the City this year? no

EVENT INFORMATION

Name of Event: Bringing Neighborhoods Back To Life

Type of Event: Community Gathering , resorces , fun for the family

Facility Requested or Event Location: Lincoln Park

Date of Event: April 23, May 21, June 25, Sep 10th, 2022

Event Hours: 7am set up starts at 10:00 am - 2:00 PM

On which dates and at what times are you requesting permission to setup/clean up?

Set up: dates above Clean up: same day

Please describe the event, its purpose, and the activities that will take place:

To cather the community , provide resorces of help that is availabel to them.

Inform the community of oppertunity of rent help, food , MMC, Turning Point

a vast amount of resources , free fun for family , lunch provided

Is the event open to the public: Yes

Estimated number of participants/spectators: 200-300

Is this event a fundraiser: no

Will there be an admission, entrance, user fee or cover charge for the event? If so,
please explain: no

How will the event benefit Selma: The community need to knwo what resorces
are available to them, education is key to survival.

Will promotional materials be used? How are you planning to market the event:
Facebook, flyers , School flyers

Will the event create revenue-generating opportunities for local Selma businesses? If so, how: yes , there are many buisnesses surrounding the park

Can you commit to tracking event attendance and vendor sales to report the City's Economic Development Team following the event? Yes x No

If yes, please describe how you will track attendance and sales:

Has your organization put on this same event in the past: Yes No

If not, has your organization put on other events in Selma? If so, please indicate which ones: Yes, Yearly the BBNBTL , National Day of Pray and many events

Other organizations participating in organization of the event: Yes

Other organizations participating in event: yes

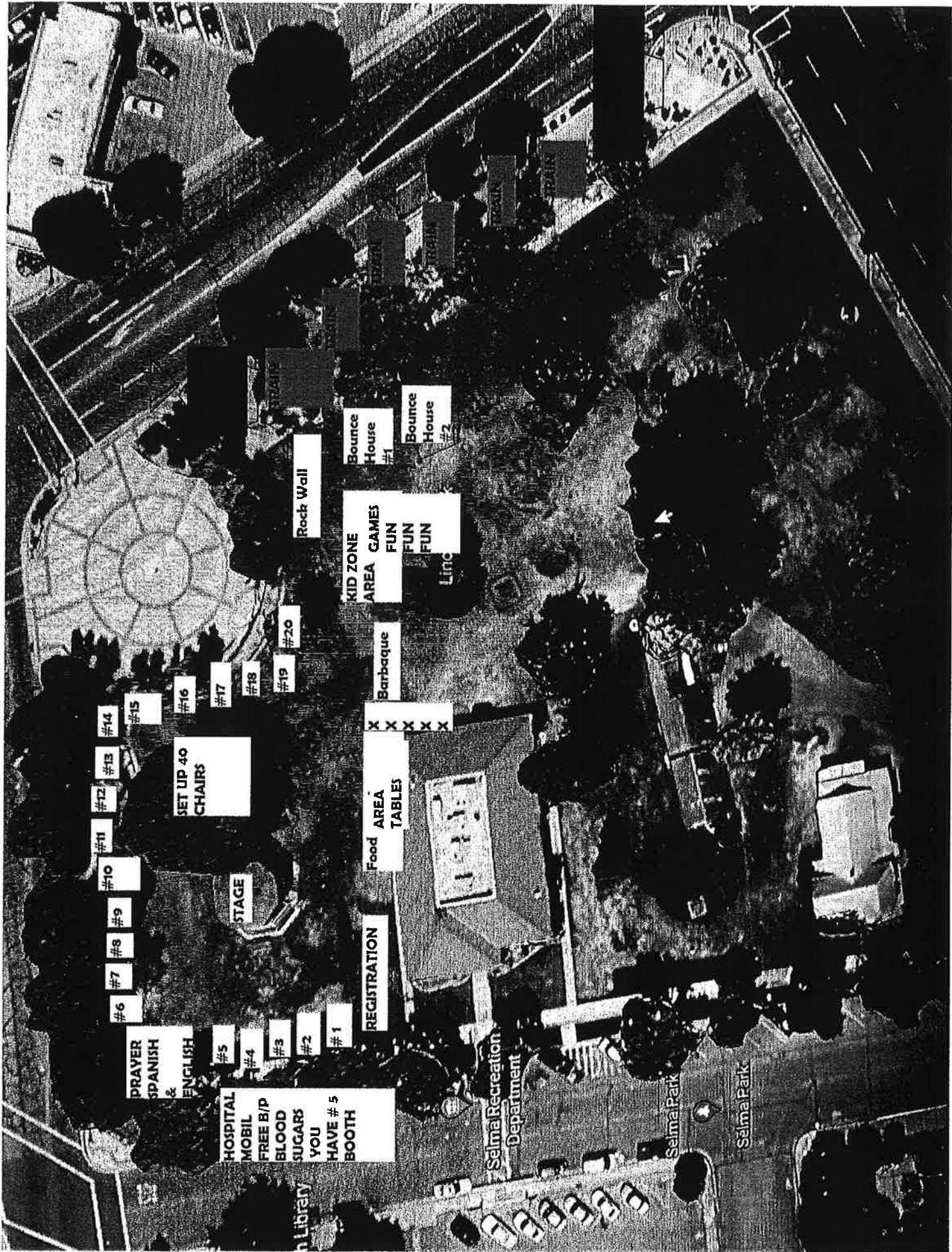
Will this event receive third party funding or sponsorship: Yes all churches help support event


Name of Applicant (Print): Delfina Vazquez Date: 11/23/2021

Signature of Applicant: _____

Please deliver completed application to (*City Hall, 1710 Tucker Street, Selma, CA 93662 Building-Planning Technician, 559-891-2208*) along with a copy of your organization IRS 501(3)(c) determination letter. Incomplete applications or requests will not be considered.

Planning Office Use Only	
Date Received:	_____
Received By:	_____
Application Rcvd ()	IRS 501(3)(c) Rcvd ()
Date Forwarded for Approval:	_____



emailed 11/23/21 

CITY OF SELMA

POLICE DEPARTMENT

SOUND AMPLIFYING EQUIPMENT APPLICATION

Applicant: <u>Delfia Vazquez</u>	Phone: _____
Date: <u>April 23, May 24, June 25, Sep 10</u>	Time (s): <u>10:00 AM - 2 PM</u>
Location: <u>Lincoln Park</u>	Fee: <u>\$80</u>

The application to have music is approved for the above date or dates, and subject to daily fee for each date listed. **The applicant is subject to the following restrictions and conditions.**

The city Municipal Code restricts ambient noise levels in residential areas between 7 AM to 10 PM.

The applicant is restricted to the specified hours of operation and must conclude no later than 10 pm.

1. The City Municipal Code prohibits excessive noise as follows:
" No person shall make, cause, or suffer or permit to be made, or caused upon any premises or upon any street, sidewalk, alley, or place within the City, any sound or noise which causes discomfort or annoyance to any reasonable person of normal sensitivity residing or working in the area. The provisions of this section shall apply to the use and operation of any of the following noise sources:
Radios, musical instruments, photographs, televisions sets, tape decks or other machines or devices used for the amplifications, productions or reproduction of sound, or the human voice.
2. Any noise or sound clearly exceeding the reasonable ambient noise level at the property line of any person offended thereby, shall be deemed to be prima facie evidence of violation of Municipal Code.
3. If the Selma police Department receives two or more calls due to a disturbance of peace, as a result of the live music, an initial warning notice will be issued. If after a second complaint the disturbance continues, the applicant and/or the person in control of the residence or event is subject to noise disturbance response charge. In addition, the person in control of the residence or event may be subject to criminal action for disturbance of the peace.

I have read and understand the above restrictions and conditions and agree to abide by them.

Signature of Applicant: _____

11-23-21
Date: _____

Ru
Approved by: _____

4-1-22
Date: _____

Applications	Fees
Park Rental (4)	\$ 800.00
Special Event (4)	\$ 3,780.00
Sound Permit (4)	\$ 320.00
	<u>\$ 4,900.00</u>

**CITY MANAGER'S/STAFF'S REPORT
CITY COUNCIL MEETING:**

April 4, 2022

ITEM NO: 1.h.

SUBJECT: Consider purchase of one (1) 2022 Ford Explorer 4-door Utility Interceptor Patrol vehicle, and one (1) 2022 unmarked Toyota Camry for the Detectives Unit.

BACKGROUND: In July 2020, during the Coronavirus pandemic the Selma Police Department was awarded grant funding in the amount of \$58,714 from the United States Department of Justice, for the purchase of one (1) 2020 Ford Explorer Police Interceptor from a local dealership. The funding also allows acquisition to fully furnish the police vehicle with equipment (paint for doors, decals, striping, and outfitting of unit with lights, siren, push bumpers and radio).

During the City's budget hearing, and with the approval of the 2021/2022 Fiscal Year budget, Council also approved the capital purchase of an unmarked vehicle (Toyota Camry) in the amount of \$36,000.00 from Measure "S".

DISCUSSION: The Police Interceptor will be deployed and utilized as a patrol vehicle and will be assigned to the patrol fleet to help supplement older patrol vehicles. This vehicle will be identical to the other Ford Explorer Police vehicles. The funding awarded for the Police Vehicle is \$35,000 and the cost to outfit the vehicle is \$20,000. The vehicle will be outfitted after the purchase by a different local vendor.

Staff has attached a quote from Swanson Fahrney Ford in the amount of \$35,783.62 plus taxes and fees. An amount of \$783.62 will be supplemented by the Police Department's Field Operations budget for the remainder of the cost. Staff had submitted multiple inquiries to Ford dealerships in the local area; however, there has been no responses received.

The unmarked Toyota Camry will be assigned to the Investigations Division. Staff has attached a quote from Swanson Fahrney Ford in the amount of \$33,169.88 plus taxes and fees. The Investigations Division added an additional Detective to their unit during the 2021/2022 fiscal year, which was also approved by Council. Staff obtained a quote from Toyota of Clovis for a 2022 Toyota Camry in the amount of \$31,488.00 (excluding taxes/markup). Toyota of Clovis would not provide a total price on the vehicle. The Toyota Camry sticker price from Swanson Fahrney is \$28,493.00. Staff also obtained a quote from Ed Dina's in Dinuba and received a quote for a 2022 Chevrolet Malibu for a sticker price of \$29,960 (excluding taxes/markup). This quote is attached.

RECOMMENDATION: Staff recommends that Council approve, by motion, the purchase of one (1) 2022 Ford Explorer 4-door Utility Interceptor Patrol vehicle, and one (1) 2022 unmarked Toyota Camry for the Detectives Unit.

<u>COST:</u> <i>(Enter cost of item to be purchased)</i>		<u>BUDGET IMPACT:</u> <i>(Enter amount this non-budgeted item will impact this years' budget – if budgeted, enter NONE).</i>
\$35, 783.62 (Ford Explorer) \$33,169.88 (Toyota Camry)		None
<u>FUNDING:</u> <i>(Enter the funding source for this item – if fund exists, enter the balance in the fund).</i>		<u>ON-GOING COST:</u> <i>(Enter the amount that will need to be budgeted each year – if one-time cost, enter NONE).</i>
Funding Source: Grant Funding: \$35,000 General Fund: \$783.62 Measure "S": \$33,169.88 Fund Balance: Grant Funding: \$35,000 General Fund: \$9,430,469 Measure "S": \$1,477,714		None

Rene Garza, Acting Police Chief

Fernando Santillan, City Manager

New 2022 Ford Utility Interceptor, non-Hybrid version 1DP V4.58 5432 EN

CNGP530

VEHICLE ORDER CONFIRMATION

03/04/22 12:28:41

==>

Dealer: F72491

2022 EXPLORER 4-DOOR

Page: 1 of 2

Order No: 1001 Priority: F5 Ord FIN: QZ081 Order Type: 5B Price Level: 220

Ord Code: 500A Cust/Flt Name: SELMA POLICE PO Number:

	RETAIL		RETAIL
K8A 4DR AWD POLICE	\$41110	43D COURTESY DISABL	\$25
.119" WHEELBASE		47A ENGINE IDLE	260
UM AGATE BLACK		51V SPTLMP LED DUAL	665
9 CLTH BKTS/VNL R		549 PWR MIRR HTD	60
6 EBONY		59E KEY CODE 1435X	50
500A EQUIP GRP		60R NOISE SUPPRESS	100
.AM/FM STEREO		68G RR DR/LK INOP	NC
99B 3.3L V6 TI-VCT (3370)		76R REVERSE SENSING	275
44U 10SPD AUTO TRAN	NC		
52P DR LOCK PLUNGER	160	TOTAL BASE AND OPTIONS	40630
JOB #2 ORDER		TOTAL	40630
CA BOARD FEES	NC	*THIS IS NOT AN INVOICE*	
FLEET SPCL ADJ	NC		
17T CARGO DOME LAMP	50	* MORE ORDER INFO NEXT PAGE *	
425 50 STATE EMISS	NC	F8=Next	

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit F5=Add to Library

S006 - MORE DATA IS AVAILABLE.

QC07734

V1DP0121

2,6

Order from the Factory for: \$38,385 - \$5,481(piggyback GPC) = \$32

\$32,904.00 per unit

\$2,870.87 Sales Tax(8.725%)

\$8.75 CA Tire Fee

\$35,783.62 Out The Door per Unit

Offered by: Ken Pattillo & Swanson Fahrney Ford

3105 Highland Ave. Selma, CA. 93662

kenp@fahrneygroup.com

Offered to: Rene Garza & Selma Police Department

New 2022 Ford Utility Interceptor, non-Hybrid version

V4.58
5432



CNGP530

VEHICLE ORDER CONFIRMATION

03/04/22 12:28:31

==>

Dealer: F72491

2022 EXPLORER 4-DOOR

Page: 2 of 2

Order No: 1001 Priority: F5 Ord FIN: QZ081 Order Type: 5B Price Level: 220

Ord Code: 500A Cust/Flt Name: SELMA POLICE

PO Number:

RETAIL

RETAIL DLR INV

FLEX-FUEL

153 FRT LICENSE BKT NC

SP DLR ACCT ADJ

SP FLT ACCT CR

FUEL CHARGE

B4A NET INV FLT OPT NC

DEST AND DELIV 1245

TOTAL BASE AND OPTIONS 40630

TOTAL 40630

THIS IS NOT AN INVOICE

F1=Help

F2=Return to Order

F7=Prev

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC07734

V1DP0121

2,6

Purpose Area #4

D. Equipment						
Item		Computation				
List and describe each item of equipment that will be purchased		Compute the cost (e.g., the number of each item to be purchased X the cost per item)				
		# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
	Equipment and paint to outfit Patrol Vehicle	1	\$20,000.00	\$20,000		\$20,000
	Police Patrol Vehicle	1	\$35,000.00	\$35,000		\$35,000
Totals				\$55,000	\$0	\$55,000
Narrative						
<p>The City of Selma Police Department requests that a portion of its Coronavirus Emergency Supplemental Funding allocation be used for the procurement of a fully equipped police vehicle. This additional vehicle will allow for flexible use including enforcement and outreach related to the management of the Stay at Home orders issued by Governor Newsom during the COVID-19 pandemic. The Selma Police department has been slow to recover from the previous economic recession and is currently understaffed and under supplied; current economic uncertainty is posed to exacerbate these challenges in the coming months and years. This equipment will bring exceptional public safety and health value to the community during this time. The listed cost includes an estimate for a 2020 Ford Police Interceptor from a local dealership, as well as costs for equipping the vehicle (paint for doors, decals, striping, and outfitting of unit with lights, siren, push bumpers, and radio).</p>						



TOYOTA

Toyota of Selma

3480 Floral Avenue
Selma CA 93662
559-891-2727

2022 CAMRY

Camry SE

Model: 2546

VIN: 4T1G11AK8NU12E566

Stock: N/A

Engine: 2.5L 4-Cyl. Dynamic Force Engine

Transmission: Direct Shift 8-Speed Electronically Controlled Transmission with Intelligence (ECT-i)



EXTERIOR
Midnight Black Metallic

INTERIOR
Black SofTex®

PRICE

Vehicle Base Model (MSRP *)	\$26,935.00
Factory Installed Packages & Accessories	\$533.00
Delivery Processing and Handling	\$1,025.00
Total Price	\$28,493.00

FUEL ECONOMY



INSTALLED PACKAGES & ACCESSORIES

50 State Emissions	\$0.00
Accessory Appearance Package Lower Rocker Appliqué, Door Sill Protectors, Rear Bumper Appliqué (Black)	\$274.00
All-Weather Floor Liner Package All-Weather Floor Liners, Cargo Tray	\$259.00
Total Optional Equipment	\$533.00
Vehicle Base Model	\$26,935.00
Delivery Processing and Handling	\$1,025.00

FEATURES

Mechanical & Performance

- Engine: 2.5-Liter Dynamic Force 4-Cylinder DOHC D-4S Injection Dual Variable Valve Timing with intelligence (VVT-i) and Eco, Normal and Sport drive modes; 203 hp @ 6600 rpm; 184 lb.-ft. @ 5000 rpm
- Transmission: Direct Shift-8AT 8-speed Electronically Controlled automatic Transmission with intelligence (ECT-i) with sequential shift mode
- Body Construction: Unitized body with front and rear anti-vibration sub-frames
- Steering: Electric Power Steering (EPS), power-assisted rack-and-pinion
- Front-Wheel Drive (FWD)
- Emission rating: Super Ultra-Low Emission Vehicle (SULEV)
- Drivetrain: Front-Wheel Drive (FWD)
- Suspension: Independent MacPherson strut front suspension with stabilizer bar; multi-link rear suspension with stabilizer bar, sport-tuned shock absorbers and springs, and front strut tower bracing
- Brakes: Power-assisted ventilated 12-in. front disc brakes with single-piston calipers; solid 11.06-in. rear disc brakes
- Engine: 2.5L 4-Cyl. Dynamic Force Engine
- Weight Rating: 4475 lbs

pinion

- Turning-circle diameter, curb to curb (ft.) 38.0
- Engine-2.5L 4-Cyl. Dynamic Force Engine
- Weight-Rating 4475 lbs

Exterior

- Bi-LED-combination headlights with black trim and auto on/off feature
- LED-combination taillights with black trim
- Color-keyed-sport side rocker panels
- Color-keyed-outside door handles
- Washer-linked-intermittent windshield wipers
- Acoustic-noise-reducing front windshield
- Single-exhaust with dual chrome tips
- Roof-mounted-shark-fin antenna

Exterior Dimensions

- Overall-length 192.7
- Overall-width 72.4
- Ground-clearance 5.7

Interior

- Multi-function-in-key remote keyless entry system with lock, two-stage unlock, panic, trunk-release functions and remote illuminated entry
- Two-front and two rear cup holders; two front door and two rear bottle holders
- One-USB-C charge port
- Dynamic-Radar Cruise Control (DRCC)
- 4.2-in.-TFT Multi-Information Display (MID) with odometer, outside temperature, fuel economy and trip information, current/average fuel economy, distance to empty, average speed, trip distance with timer, TPMS and warning messages
- 60/40-split fold-down rear seat with center armrest with cup holders
- 3-mode-switch (Eco, Normal, Sport)
- Linear-dark interior trim
- Rear-window defogger and timer
- Day/night-rearview mirror
- Covered-center console, armrest and storage
- One-USB charge and media port (1.5A)

Audio Multimedia

- Audio—7-in. touchscreen, six speakers, Android Auto™ & Apple CarPlay® & Amazon Alexa compatible, SiriusXM® with 3-month Platinum Plan trial subscription. See toyota.com/audio-multimedia for details. Connected Services — Safety Connect® with 1-year trial, Wi-Fi Connect with up to 2 GB within 3-month trial. S

ToyotaCare

- No-cost maintenance plan \$0 (No Cost)

Safety & Convenience

- Toyota-Safety Sense™ 2.5+ (TSS 2.5+) — Pre-Collision System with Pedestrian Detection (PCS w/PD), Lane Departure Alert with Steering Assist (LDA w/SA), Automatic High Beams (AHB), Lane Tracing Assist (LTA), Road Sign Assist (RSA) and Dynamic Radar Cruise Control (DRCC)
- Driver-and front passenger Whiplash-Injury-Lessening (WIL) seats
- 3-point-seatbelts for all seating positions; driver-side Emergency Locking Retractor (ELR) and Automatic/Emergency Locking Retractor (ALR/ELR) on all passenger seatbelts
- Side-impact-door beams
- Energy-absorbing-collapsible steering column
- Child-protector-rear door locks and power window lockout control
- Hill-Start Assist Control (HAC)

intelligence (ECT-i)

- LED-Daytime Running Lights (DRL) with on/off feature
- Black-front grille with sport mesh lower grille insert
- Color-keyed-heated power outside mirrors with turn signal indicators
- 18-in.-black machined-finish alloy wheels
- High-Solar Energy-Absorbing (HSEA) glass
- Color-keyed-rear spoiler
- In-glass-AM/FM antenna

- Overall-height 56.9
- Track-(front/rear) 62.2/62.6
- Wheelbase-111.2

- Power-door locks with shift-linked automatic locking feature with anti-lockout feature
- One-12V auxiliary power outlet
- Foot-pedal parking brake
- Dual-zone automatic climate control with air filter
- Sport-SoftTex®-trimmed front seats with fabric inserts, seatback pockets; 8-way power-adjustable driver's seat with power lumbar support; 6-way adjustable front passenger seat
- Leather-trimmed-tilt/telescopic 3-spoke steering wheel with paddle shifters, audio, Multi-Information Display (MID), Bluetooth® hands-free phone, voice-command, Dynamic Radar Cruise Control (DRCC) and Lane Departure Alert (LDA) controls
- Soft-material-upper door trim
- Interior-silver door handles
- Power-windows with auto up/down, jam protection in all positions and retained-power features
- Overhead-console with maplights and sunglasses storage
- Passenger-side-illuminated glove compartment
- Dual-sun visors with sliding extensions and illuminated vanity mirrors

- 24-hour-Roadside Assistance \$0 (No Cost)

- Star-Safety System™ — includes Enhanced Vehicle Stability Control (VSC), Traction Control (TRAC), Anti-lock Brake System (ABS), Electronic Brake-force Distribution (EBD), Brake Assist (BA) and Smart Stop Technology® (SST)
- LATCH-(Lower Anchors and Tethers for Children) includes lower anchors on outboard rear seats
- Ten-airbags — includes driver and front passenger Advanced Airbag System, driver and front passenger seat-mounted side airbags, driver and front passenger knee airbags, rear seat-mounted side airbags, and front and rear side curtain airbags
- Front-and rear energy-absorbing crumple zones
- Tire-Pressure Monitor System (TPMS) with direct pressure readout
- Rear-Seat-Reminder

- Integrated-backup camera with projected path
- Safety-Connect® — includes Emergency Assistance, Stolen Vehicle Locator, Roadside Assistance and Automatic Collision Notification. Available by subscription after 1-year trial has ended.
- Anti-theft-system with alarm
- Automatic-engine shut off

*2022 Manufacturer's Suggested Retail Price excludes the Delivery +Processing and Handling Fee taxes license title and available or regionally required +equipment. Actual Dealer price may vary. Pricing fuel economy specification standard features and +available equipment are based on information available when this page was produced and +subject to change without notice.

ToyotaCare, which covers normal factory scheduled maintenance for 2 years or 25,000 miles, whichever comes first, is included as part of the sales price of the vehicle for qualifying buyers. See participating dealer for eligibility and coverage details.

Disclaimer: This document is only representative of some of the information contained on an actual window sticker and is not meant to replace or + substitute for the actual window sticker on the vehicle. Please see your retailer for +further information.

Created Date: 3/4/22

***Toyota of Selma will reserve this incoming unit for the Selma PD.
Unit is due to arrive in late April/early May.***

Selling Price: \$30,500.00
\$2,661.13 Sales Tax(8.725%)
\$8.75 CA Tire Fee
\$33,169.88 Out The Door



City of Selma
FY 2020 Coronavirus Emergency Supplemental Funding Program
Coronavirus Emergency Response
Program Narrative

The City of Selma Police Department will support the following two activities with its Coronavirus Emergency Supplemental Funding (CESF) Program allocation as part of its coronavirus prevention, preparation, and/or response efforts:

1. **Acquisition of a fully equipped police vehicle:** Funds will be used for the procurement of a new fully equipped police vehicle. This additional vehicle will allow for flexible use as part of the City's coronavirus response efforts, including enforcement and outreach related to the management of the ongoing Stay at Home orders issued by Governor Newsom during the COVID-19 pandemic. This equipment will bring exceptional public safety and health value to the community during this time. The cost estimate outlined in the included Budget worksheet is based on an estimate for a 2020 Ford Police Interceptor from a local dealership, and also accounts for costs of equipping the vehicle (paint for doors, decals, striping, and outfitting of unit with lights, siren, push bumpers, and radio).

The Selma Police Department has been slow to recover from the previous economic recession and is currently understaffed and under supplied, which hampers the Department's ability to meet the City-wide need for additional support and patrol during this public health crisis. Current economic uncertainty is posed to exacerbate these challenges in the coming months and years. Utilizing funding from the CESF program to procure an additional police vehicle will enable the Department to meet a critical need and will enhance its role in bolstering the City's response to the current crisis.

2. **Acquisition of PPE for Police Department Officers:** The City of Selma Police Department will use the remaining portion of its CESF allocation to purchase PPE for the continued protection of Police Department officers as they contribute to the City's coronavirus response efforts. PPE to be purchased will include cloth face coverings, N95 masks, sanitizer, and gloves. This equipment will allow Selma PD officers to safely carry out enforcement and outreach related to the management of the Stay at Home orders issued by Governor Newsom during the COVID-19 pandemic.

Budget Summary

Budget Summary

Note: Any errors detected on this page should be fixed on the corresponding Budget Detail tab.

Budget Category	Year 1		Year 2 (if needed)		Year 3 (if needed)		Year 4 (if needed)		Year 5 (if needed)		Total(s)
	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	
A. Personnel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
B. Fringe Benefits	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C. Travel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
D. Equipment	\$55,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$55,000
E. Supplies	\$3,714	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,714
F. Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
G. Subawards (Subgrants)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
H. Procurement Contracts	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
I. Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Direct Costs	\$58,714	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$58,714
J. Indirect Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Project Costs	\$58,714	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$58,714
Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N											No

Purpose Area #4

E. Supplies		Computation				
Supply Items		Describe the item and the compute the costs. Computation: The number of each item to be purchased X the cost per item.				
		# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
Cloth face coverings		100	\$10.00	\$1,000		\$1,000
Sanitizer		100	\$10.00	\$1,000		\$1,000
N95 Masks		1614	\$1.00	\$1,614		\$1,614
Gloves		1000	\$0.10	\$100		\$100
				Total(s)	\$3,714	\$0
Narrative						
<p>The City of Selma Police Department will use the remaining portion of its Coronavirus Emergency Supplemental Funding allocation to purchase PPE for the continued protection of Police Department officers. This will include cloth face coverings, N95 masks, sanitizer and gloves. This equipment will allow Selma PD officers to safely carry out enforcement and outreach related to the management of the Stay at Home orders issued by Governor Newsom during the COVID-19 pandemic.</p>						

**CITY MANAGER'S/STAFF'S REPORT
CITY COUNCIL MEETING:**

April 4, 2022

ITEM NO: 1.i.

SUBJECT: Redistricting – Second Reading and Adoption of an Ordinance Redefining the Boundaries of City Council Electoral Districts

RECOMMENDATION: Read by title only, waive second reading, and adopt an Ordinance identifying map 106, and provide direction on any necessary revisions to the preferred map;

BACKGROUND AND DISCUSSION:

The California Elections Code requires that every ten years cities with by-district election systems use new census data to review and, if needed, redraw district lines to reflect how local populations have changed. This process, called redistricting, ensures all districts have nearly equal population. The redistricting process for the City of Selma must be completed by April 17, 2022. Public hearings for the City's 2021 Redistricting process were held in compliance with Elections Code Sections 21620-21629 on August 2, 2021, August 16, 2021, February 2, 2022, and March 21, 2022.

Publication and Noticing Requirements for Redistricting Hearings

Per Elections Code Section 21608(c) and 21608(g)(3), the City is required to publish the hearing date, time and location 5 days in advance on the internet and a website calendar satisfies the publishing requirement. On March 9, 2022, the public hearing information was published to the City's website calendar. Additionally, to increase public participation, the City utilized a number of different engagement tools, including posting redistricting information on social media platforms, distributing information via email, and placing ads on our digital billboards.

Census Data and Analysis

Using official 2020 prisoner-adjusted Census population and estimated demographic data. Each of the four Council districts must contain approximately 6,192 people and there should be no more than a 10% difference between the greatest populated district and the least populated district. The Existing District plan map has a 12.29% deviation and does not qualify.

During the March 21, 2022 City Council meeting, the Selma City Council reviewed the following draft maps: Map 101, 102, and 103 prepared by NDC; and Map 104, 105, and 106 submitted by members of the public. After public comments and deliberation, Map 106 was selected as the Preferred Map.

FISCAL IMPACT: There is no fiscal impact associated with holding this fourth hearing.

Reyna Rivera, City Clerk

Fernando Santillan, City Manager

ORDINANCE NO. 2022-__

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SELMA,
CALIFORNIA ADJUSTING THE BOUNDARIES OF CITY COUNCIL ELECTORAL
DISTRICTS AND REDEFINING THE BOUNDARIES OF ALL CITY COUNCIL
ELECTORAL DISTRICTS OF THE CITY OF SELMA**

The City Council of the City of Selma, State of California, ordains as follows:

SECTION 1: The City Council (Council) finds and determines:

- a. The U.S. Census Bureau (Bureau) is required by Article I, Section 2, of the U.S. Constitution to conduct an accurate count of the population every ten years;
- b. California Elections Code Section 21600 et seq. requires that following each federal decennial census for a city whose council is already elected using district-based elections, the council shall, by ordinance or resolution, adopt boundaries for all of the council districts of the city so that the council districts shall be substantially equal in population as required by the United States Constitution.; In establishing the boundaries of the districts the Council must give consideration to the following factors in the following priority: (a) contiguity of districts, (b) respecting communities of interest, (c) drawing easily identifiable districts through use of natural or artificial boundaries and (d) compactness of territory in districts; and
- c. The Council held public hearings on August 2, 2021, August 16, 2021, February 2, 2022, and March 21, 2022 to receive briefings from the City's demographic consultant relating to the redistricting process and state and federal redistricting criteria and communities of interest, including the California Elections Code, the Voting Rights Act and the United Constitution, heard public testimony, and directed staff and the City's demographic consultant to prepare draft district plans for consideration;
- d. In addition, City staff conducted public outreach by way of information posted on the City's web site, social media, local newspaper, billboard postings and e-mail.
- e. At the February 2, 2022, and March 21, 2022, public hearings, the Council received a presentation on several draft maps prepared by the City's demographic consultant for compliance with applicable laws and standards and additional maps submitted by the public; and
- f. At its March 21, 2022 hearing the City Council settled on Map 106 designating it the Preferred Map and directing certain adjustments be made. The Council directed that the Preferred Map be presented to the Council for adoption by Ordinance on April 4, 2022;
- g. At the public hearings on redistricting, the Council heard testimony relating to "communities of interest," which led the Council to reach the following determinations about communities of interest on the Preferred Map as required under federal and state law:
 - (1) *The districts are geographically contiguous.* The districts are arrayed in a simple and logical form without any islands and minimal intrusions from the area of one district into another;

(2) *To the extent practicable, the Preferred Map respects the geographic integrity of local neighborhoods and local communities of interest.* The Council heard testimony about what constitute communities of interest.

(3) *The districts are easily identifiable and understandable by residents.* The districts in the Preferred Map form a relatively simple pattern.

(4) *To the extent practicable, the districts are geographically compact.* Their configurations for the most part are compact, simple shapes, with nearby populations included in the same districts.

(5) *The districts are balanced in terms of total population and voting age population.* The districts are well within the one-person/one-vote deviations permitted under federal and state voting rights laws.

(6) *The districts conform to concentration of minority voters.*

h. All information in the staff reports, maps, presentations, Council debate and public testimony referenced above is hereby incorporated into this decision and serves as evidentiary basis for these findings and legislative decision.

SECTION 2: Section 1-11-15 of the City of Selma Municipal Code (“Commencement of District Elections.”) is hereby amended and restated in its entirety as follows:

“1-11-5 Commencement of District Elections. Commencing with the general municipal election in November of 2022 and thereafter, the voters in districts two (2) and three (3) shall elect Members of the City Council by district for full four (4) year terms and the voters of the entire City shall elect the elective Mayor for a two (2) year term. At the general municipal election in 2024 and thereafter, the voters in districts one (1) and four (4) shall elect Members of the City Council by district for full four (4) year terms, and the voters of the entire City shall elect the elective Mayor for a two (2) year term.

“Pursuant to Elections Code Section 21606, the term of office of any council member who has been elected and whose term of office has not expired shall not be affected by the amendment of this ordinance or by any change in the boundaries of the district from which he or she was elected; or, in the case of the elective Mayor, shall not be affected by any change in or establishment of any district for election of Council members.”

SECTION 3: Pursuant to the provisions of the Fair Maps Act of 2019 as amended in 2020, codified at California Elections Code section 21600 to 21609, after giving consideration to those provisions and applicable decisions of the courts, the Council hereby adjusts, changes, and establishes the boundaries of the City Council electoral districts as set forth on the Preferred Map 106 considered by the Council at its public hearing on March 21, 2022, and reflected in Exhibits A hereto, and they shall constitute and are hereby established as the boundaries of the City Council districts of the City of Selma for subsequent elections until further readjustment is required by law.

SECTION 4: Notwithstanding any other provision of this chapter, and pursuant to California Elections Code section 21606, subdivisions (a) and (b), each of the Council Members in office at the time this Ordinance takes effect shall continue in office until the expiration of the full term to which he or she was elected and until his or her successor is qualified, and any vacancy in a term currently underway shall be filled based on the districts in effect at the time the current Council Members were elected.

SECTION 5: All ordinances and resolutions, or parts thereof in conflict with this ordinance are hereby repealed.

SECTION 6: The City Manager is directed to take all necessary steps to give effect to this Ordinance. If necessary to facilitate the implementation of this Ordinance, the City Manager or his or her designee is authorized to make technical adjustments to the district boundaries that do not substantively affect the populations in the districts, the eligibility of candidates, or the residence of elected officials within any district. The City Manager shall consult with the City Attorney concerning any technical adjustments deemed necessary and shall advise the City Council of any such adjustments required in the implementation of the districts.

SECTION 7: This Ordinance is adopted following four noticed public hearings as required by Elections Code section 21607.1.

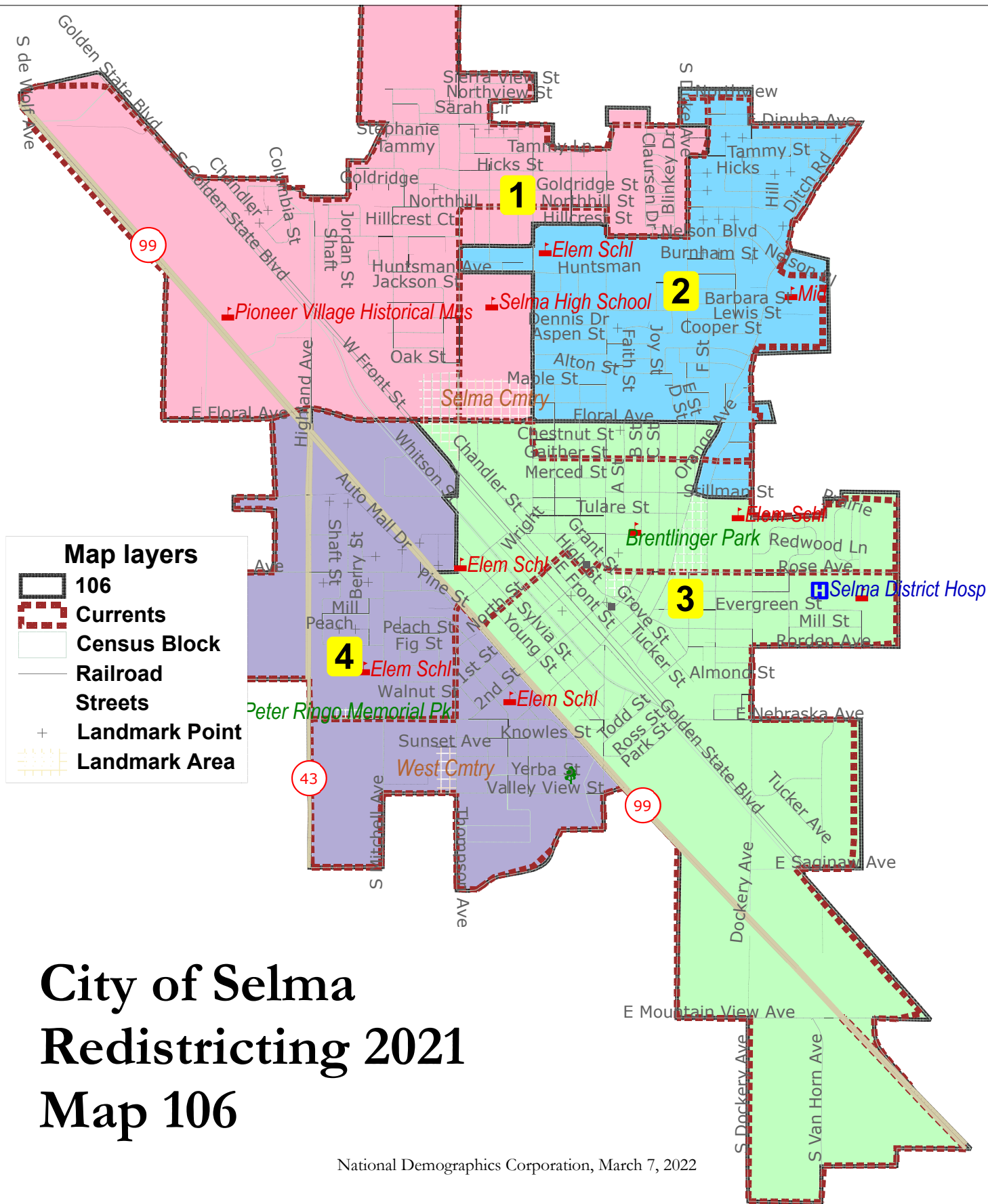
I, Reyna Rivera, City Clerk of the City of Selma, do hereby certify that the foregoing Ordinance was introduced at the March 21, 2022 regular City Council meeting and passed at a regular meeting of the City Council of the City of Selma on the 4th day of April 2022, by the following vote, to wit:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:

Scott Robertson, Mayor of the City of Selma

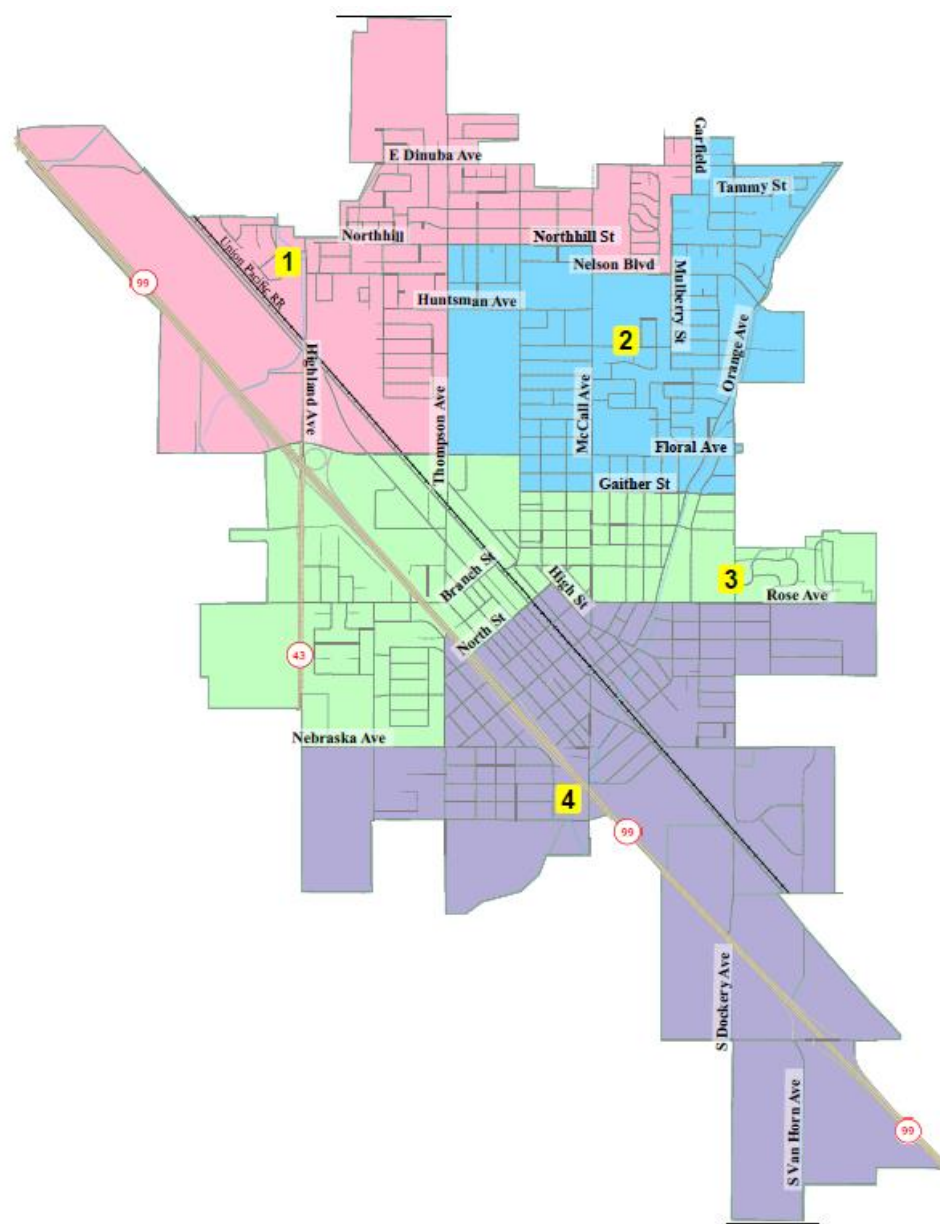
ATTEST:

Reyna Rivera, City Clerk



Category	Field	1	2	3	4	Total
2020 Census	Total Population	6,238	5,900	6,355	6,275	24,768
	Population Deviation	46	-292	163	83	455
	Pct. Deviation	0.74%	-4.72%	2.63%	1.34%	7.35%
Total Pop.	Hispanic/Latino	78%	76%	81%	90%	81%
	NH White	13%	14%	13%	5%	11%
	NH Black	1%	1%	1%	1%	1%
	NH Asian/Pac.Isl.	7%	7%	3%	4%	6%
	NH Native Amer.	1%	1%	1%	1%	1%
Citizen Voting Age Pop	Total	3,546	3,429	3,618	2,413	13,006
	Hisp	80%	61%	79%	79%	75%
	NH White	17%	27%	16%	16%	19%
	NH Black	0%	1%	0%	3%	1%
	Asian/Pac.Isl.	3%	10%	4%	3%	5%
	Native Amer.	1%	3%	2%	0%	2%
Voter Registration (Nov 2020)	Total	3,161	2,966	2,502	2,015	10,644
	Latino est.	70%	67%	71%	82%	72%
	Spanish-Surnamed	64%	61%	66%	76%	66%
	Asian-Surnamed	7%	6%	3%	6%	5%
	Filipino-Surnamed	1%	1%	1%	1%	1%
	NH White est.	30%	33%	31%	14%	28%
	NH Black	0%	1%	0%	2%	1%
Voter Turnout (Nov 2020)	Total	2,300	2,203	1,699	1,258	7,460
	Latino est.	67%	65%	67%	79%	68%
	Spanish-Surnamed	62%	60%	63%	74%	63%
	Asian-Surnamed	7%	6%	3%	6%	5%
	Filipino-Surnamed	1%	1%	1%	1%	1%
	NH White est.	30%	33%	31%	14%	28%
	NH Black	0%	1%	0%	2%	1%
Voter Turnout (Nov 2018)	Total	1,401	1,508	1,167	733	4,809
	Latino est.	64%	56%	62%	78%	63%
	Spanish-Surnamed	59%	52%	59%	75%	59%
	Asian-Surnamed	7%	5%	3%	5%	5%
	Filipino-Surnamed	1%	1%	1%	1%	1%
	NH White est.	32%	40%	35%	14%	33%
	NH Black est.	0%	1%	0%	2%	1%
Age	age0-19	33%	31%	30%	37%	33%
	age20-60	49%	53%	53%	51%	51%
	age60plus	18%	16%	17%	12%	16%
Immigration	immigrants	20%	18%	25%	31%	24%
	naturalized	36%	29%	30%	23%	29%
Language spoken at home	english	43%	58%	45%	20%	41%
	spanish	55%	38%	53%	78%	56%
	asian-lang	0%	1%	0%	0%	0%
	other lang	2%	4%	2%	2%	2%
Language Fluency	Speaks Eng. "Less than Very Well"	20%	17%	19%	43%	25%
Education (among those age 25+)	hs-grad	56%	58%	55%	41%	53%
	bachelor	6%	12%	6%	2%	7%
	graduatedegree	3%	5%	2%	2%	3%
Child in Household	child-under18	52%	41%	45%	56%	48%
Pct of Pop. Age 16+	employed	58%	68%	57%	52%	59%
Household Income	income 0-25k	20%	21%	26%	28%	24%
	income 25-50k	27%	24%	36%	48%	34%
	income 50-75k	12%	22%	17%	18%	17%
	income 75-200k	40%	31%	16%	6%	24%
	income 200k-plus	1%	2%	4%	0%	2%
Housing Stats	single family	87%	84%	79%	88%	84%
	multi-family	13%	16%	21%	12%	16%
	rented	37%	30%	55%	49%	43%
	owned	63%	70%	45%	51%	57%
Total population data from California's adjusted 2020 Census data. Citizen Voting Age Population, Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data. Turnout and Registration data from California Statewide Database ("Latino" figures calculated by NDC using Census Bureau's Latino undercount by surname estimate).						

City of Selma Map Adoption



Redistricting Process

Step	Description
Two Initial Hearings Aug. 2 & Aug. 16	Held prior to release of draft maps. Education and to solicit input on the communities in the Districts.
Census Data Release Aug. 12	Census Bureau releases official 2020 Census population data. The data are in rough legacy format and will require reformatting.
California Data Release Early October 2021	California Statewide Database releases California's official 'prisoner-adjusted' 2020 redistricting data. Then three-week mandated waiting period to release maps.
Draft Map Hearing Feb. 7	Public Hearing to discuss and revise the draft maps and to discuss the election sequence.
Draft Map Hearing Mar. 21	Public Hearing to discuss draft maps and election sequence and to select a map for adoption. Map 106 selected for adoption
Map Adoption By Apr. 4	Map must be adopted by April 17.

Redistricting Rules and Goals

1. Federal Laws

Equal Population
Federal Voting Rights Act
No Racial Gerrymandering



2. California Criteria for Cities

1. **Geographically contiguous**
2. **Undivided neighborhoods and “communities of interest”**
(Socio-economic geographic areas that should be kept together)
3. **Easily identifiable boundaries**
4. **Compact**
(Do not bypass one group of people to get to a more distant group of people)

Prohibited: “Shall not favor or discriminate against a political party.”

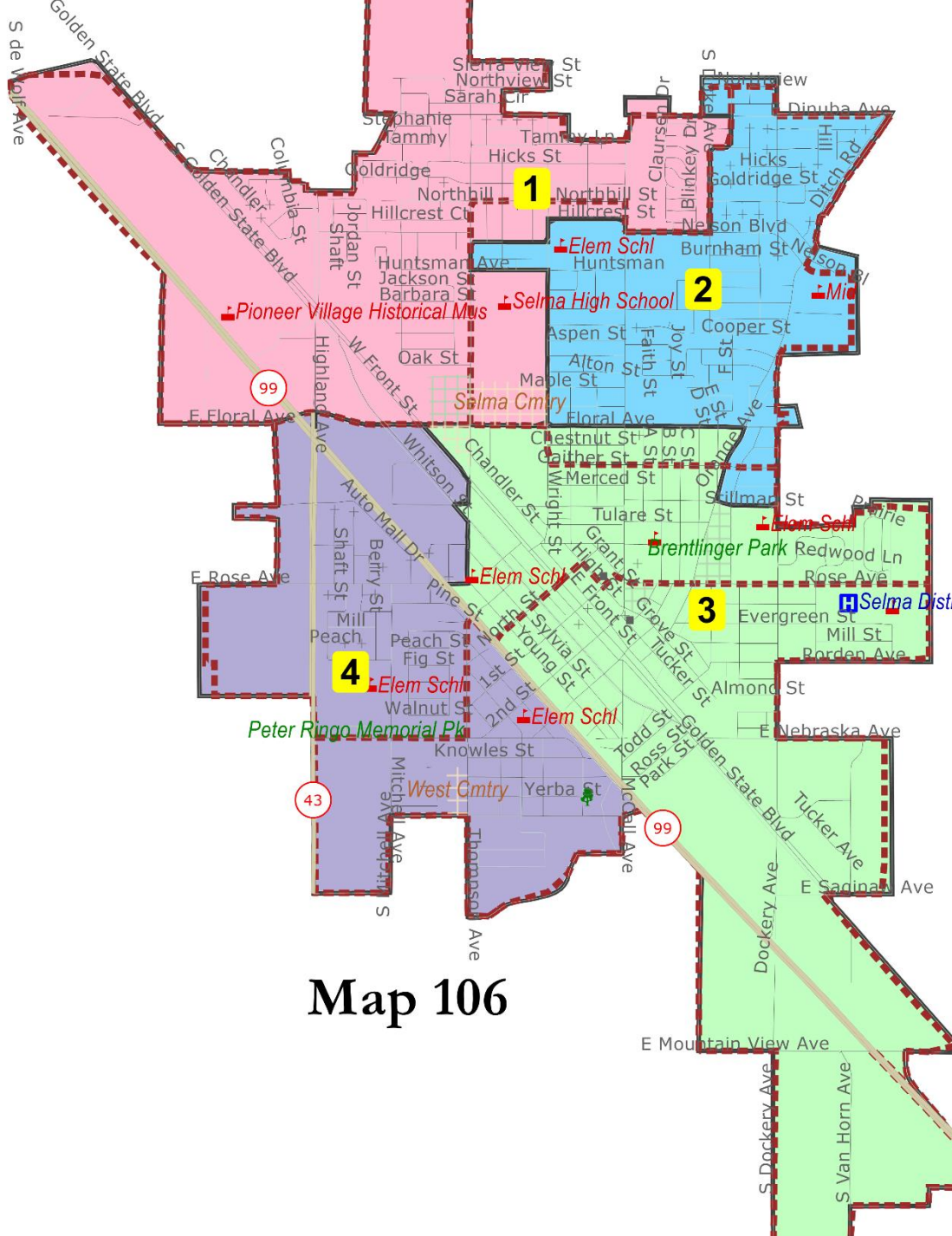
3. Other Traditional Redistricting Principles

Minimize voters shifted to different election years

Respect voters’ choices / continuity in office

Future population growth

Preserving the core of existing districts

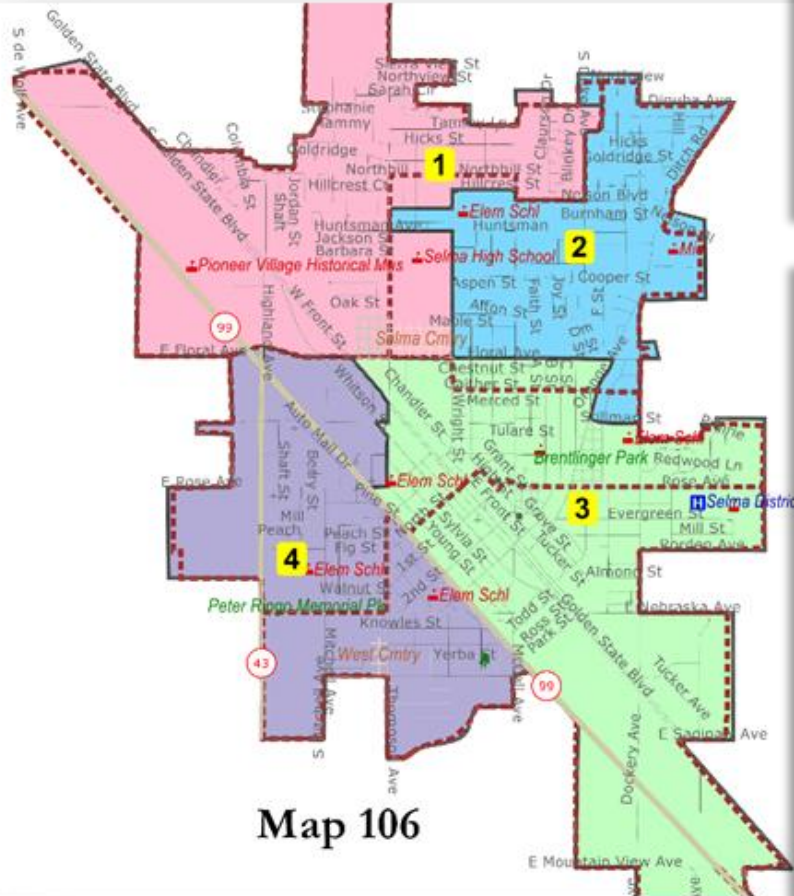


Selected Map

Map 106

Map 106

Sequencing



- ❑ District 1: 2024 (Mendoza-Navarro 2024)
- ❑ District 2: 2022 (Trujillo 2022)
- ❑ District 3: 2022 (Guerra 2022; Cho 2024)
- ❑ District 4: 2024 (Vacant)

- ❑ City Council Members represent the district that elected them until their next election day.

- ❑ Examples:
 - A member elected in 2018 at-large continues to represent at-large until the 2022 election.
 - A member elected in 2020 continues to represent the 2020 map district until the 2024 election.

CITY MANAGER'S/STAFF'S REPORT
CITY COUNCIL MEETING:

April 4, 2022

ITEM NO: 1.j.

SUBJECT: Consideration of a Resolution Authorizing the City to Continue with Teleconferenced Public Meetings Pursuant to Assembly Bill 361

BACKGROUND: On September 16, 2021, the California legislature passed Assembly Bill ("AB") 361, which amends Government Code Section 54953 and permits a local agency to use teleconferencing to conduct its meetings in any of the following circumstances: (A) the legislative body holds a state of emergency, and meeting during a proclaimed state or local officials have imposed or recommended measures to promote social distancing; (B) the legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; or (C) the legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

DISCUSSION: In order for the City Council to use teleconferencing as allowed by AB 361 after October 1, 2021, it must first adopt findings in a resolution, allowing the City Council to conduct teleconferenced meetings for a period of thirty (30) days. In addition, AB 361 requires the City to make specified findings every 30 days thereafter. City Council initially approved Resolution No. 2021-57R on September 27, 2021 and subsequently Resolution No. 2021-60R on October 18, 2021, Resolution No. 2021-67R on November 15, 2021, Resolution No. 2021-70R on December 6, 2021, Resolution No. 2021-72R on December 21, 2021, Resolution No. 2022-1R on January 18, 2022, Resolution No. 2022-6R on February 7, 2022, and Resolution No. 2022-15R on March 7, 2022.

Mayor Robertson has requested a discussion by the City Council to consider whether the City of Selma should continue with online/teleconferenced public meetings or whether the City should revert to the previous practice of conducting meetings with only in-person participation.

RECOMMENDATION: If the City Council wishes to Continue with Remote Teleconference Meetings, the Council should adopt the attached Resolution Authorizing Remote Teleconference Public Meetings by the City Council and Commissions of the City in Accordance with Assembly Bill 361.

Fernando Santillan, City Manager

RESOLUTION NO. 2022 – ___R

**A RESOLUTION OF THE CITY OF SELMA, CALIFORNIA AUTHORIZING
CONTINUED USE OF REMOTE TELECONFERENCING PROVISIONS (AB 361)**

WHEREAS, the City Council of the City of Selma (“City Council”) is committed to open and transparent government, and full compliance with the Ralph M. Brown Act (“Brown Act”); and

WHEREAS, the Brown Act generally requires that a public agency take certain actions in order to use teleconferencing to attend a public meeting virtually; and

WHEREAS, the City Council recognizes that a local emergency persists due to the worldwide COVID-19 pandemic; and

WHEREAS, the California Legislature has recognized the ongoing state of emergency due to the COVID-19 pandemic and has responded by creating an additional means for public meetings to be held via teleconference (inclusive of internet-based virtual meetings); and

WHEREAS, on September 16, 2021, the California legislature passed Assembly Bill (“AB”) 361, which amends Government Code, section 54953 and permits a local agency to use teleconferencing to conduct its meetings in any of the following circumstances: (A) the legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing; (B) the legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; or (C) the legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; and

WHEREAS, in order for the City Council to use teleconferencing as allowed by AB 361 after October 1, 2021, it must first adopt findings in a resolution, allowing the City Council to conduct teleconferenced meetings for a period of thirty (30) days; and

WHEREAS, the City Council initially approved Resolution No. 2021-57R on September 27, 2021; and

WHEREAS, on October 18, 2021, the City Council approved Resolution No. 2021-60R; and

WHEREAS, on November 15, 2021, the City Council approved Resolution No. 2021-67R; and

WHEREAS, on December 6, 2021, the City Council approved Resolution No. 2021-70R; and

WHEREAS, on December 21, 2021, the City Council approved Resolution No. 2021-72R; and

WHEREAS, on January 18, 2022, the City Council approved Resolution No. 2022-1R; and

WHEREAS, on February 7, 2022, the City Council approved Resolution No. 2022-6R; and

WHEREAS, on March 7, 2022, the City Council approved Resolution No. 2022-15R; and

WHEREAS, Governor Gavin Newsom declared a state of emergency for the State of California due to the COVID-19 pandemic in his order entitled “Proclamation of a State of Emergency,” signed March 4, 2020; and

WHEREAS, the California Occupational and Safety Health Administration (OSHA) continues to recommend certain social distancing requirements, as described in detail in California Code of Regulations Title 8, section 3205 Covid Prevention; and

WHEREAS, the Fresno County Department of Public Health supports the well-being of its communities and County residents and recommends ways to slow the spread of COVID-19 including through social distancing (i.e., “staying at least 6 feet (about 2 arm lengths) from others who don’t live with you” and by avoiding crowds. The Fresno County Department of Public Health states “[t]he more people you are in contact with, the more likely you are to be exposed to COVID-19.”

WHEREAS, the City Council hereby finds that the state and local emergencies have caused and will continue to cause imminent risks to the health or safety of attendees; and

WHEREAS, the City Council is conducting its meetings through the use of telephonic and internet-based services so that members of the public may observe and participate in meetings and offer public comment.

NOW THEREFORE, BE IT RESOLVED, that the recitals set forth above are true and correct and fully incorporated into this Resolution by reference.

BE IT FURTHER RESOLVED, that the City Council is conducting meetings during a state of emergency and OSHA recommends measures to promote social distancing; and/or

BE IT FURTHER RESOLVED, that the City Council has determined that given the state of emergency, holding in-person only meetings would present imminent risks to the health or safety of attendees.

BE IT FURTHER RESOLVED, that the actions taken by the City Council through this resolution shall be applied to all City committees governed by the Brown Act unless otherwise desired by that committee.

BE IT FURTHER RESOLVED, the City Council authorizes the City Manager or their designee(s) to take all actions necessary to conduct City Council meetings in accordance with Government Code section 54953(e) and all other applicable provisions of the Brown Act, using teleconferencing for a period of thirty (30) days from the adoption of this Resolution after which the City Council will again reconsider the circumstances of the state of emergency.

PASSED AND ADOPTED by the Selma City Council on this 4th day of April 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

ATTEST:

Scott Robertson, Mayor

Reyna Rivera, City Clerk

**CITY MANAGER'S/STAFF'S REPORT
CITY COUNCIL MEETING:**

April 4, 2022

ITEM NO: 1.k.

SUBJECT: Award the Contract for the CDBG Project No. 19651 Sidewalk Connectivity Project

DISCUSSION: The County of Fresno receives an annual allocation of CDBG grant funds from the federal government Department of Housing and Urban Development (HUD). The County makes a portion of these grant funds available to each of its participating cities based on the same HUD formula by which the County receives its funding. Each City participating in the County's CDBG program is invited to submit activity proposals for its portion of CDBG grant funds. The five participating cities include the cities of Fowler, Kerman, Kingsburg, Reedley and Selma.

The original agreement has an effective date of November 19, 2019, and on November 29, 2021, The City of Selma received authorization for a time extension for the Selma Sidewalk Connectivity Project, Community Development Grant Block Grant (CDBG) Project No. 19651; Agreement No 19-595.

The Sidewalk Connectivity Project will construct new concrete sidewalk, concrete drive approaches, ADA-compliant concrete curb ramps and replace existing storm drain inlets. The City received \$229,198.00 in CDBG funds and the City will use local funds for the remaining portion of construction for the project.

Bids were previously received and opened on January 7, 2022, but the County of Fresno Department of Public Works and Planning requested that the City of Selma reject all bids for the project and the city rejected all bids on February 22, 2022, by Resolution No. 2022-12R. The project was rebid and advertised on February 23, 2022, and March 2, 2022.

Bids were received from five (5) contractors on Friday, March 11, 2022. The lowest responsive and responsible bidder was Don Berry Construction, Inc., with a bid in the amount of \$299,585.00. The Engineer's Estimate was \$225,000.00.

Bids were received from five (5) contractors and the results were as follow:

<u>CONTRACTOR</u>	<u>BID AMOUNT</u>
Don Berry Construction, Inc.	\$299,585.00
R.J. Berry Jr., Inc.	\$335,310.00
Bush Engineering, Inc.	\$340,064.00
Witbro Inc. dba Seal Rite Paving	\$341,617.33
American Paving, Inc.	\$446,796.00

Staff has reviewed the bid submitted by Don Berry Construction, Inc., along with information regarding their previous work experience. Based on the information submitted, staff, along with the County of Fresno Department of Public Works and Planning, has determined Don Berry Construction, Inc. to be a responsible contractor.

RECOMMENDATION:

Staff recommends the City Council adopt a Resolution awarding the contract for the CDBG Project No. 19651 Sidewalk Improvement Project between Floral Avenue, Rose Avenue, McCall Avenue and Orange Avenue using CDBG funding to Don Berry Construction, Inc., in the amount of \$299,585.00; approve a contingency of 10% of the contract amount equal to \$29,950.00 and; authorize the City Manager to sign the Agreement with Don Berry Construction, Inc.

<u>COST:</u> <i>(Enter cost of item to be purchased in box below)</i>		<u>BUDGET IMPACT:</u> <i>(Enter amount this non-budgeted item will impact this years' budget in box below – if budgeted, enter NONE).</i>
\$299,585.00		\$70,387
<u>FUNDING:</u> <i>(Enter the funding source for this item in box below – if fund exists, enter the balance in the fund).</i>		<u>ON-GOING COST:</u> <i>(Enter the amount that will need to be budgeted each year in box below – if one-time cost, enter NONE).</i>
Funding Source: CDBG (Grant) Funding: \$229,198 Local Transportation Funds: \$70,387 Fund Balance: LTF (FY 21-22): \$1,782,453		None

Philip L. Romero, Interim City Engineer

Fernando Santillan, City Manager

RESOLUTION NO. 2022 – __R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA
AWARDING AN AGREEMENT FOR THE CDBG PROJECT NO. 19651
SIDEWALK CONNECTIVITY PROJECT**

WHEREAS, the City of Selma has received funding through the Community Development Block Grant (CDBG); and

WHEREAS, the invitation to bid for the CDBG Project No. 19651 Sidewalk Connectivity Project was originally advertised in the Sentinel on December 8, 2021 and December 15, 2021; and

WHEREAS, bids for the project were publicly opened and read aloud at the Selma City Hall on January 7, 2022 at 10:00 a.m.; and

WHEREAS, the County of Fresno Department of Public Works and Planning, after reviewing the bid documents, requested the City to reject all bids and re-bid the project and bids were rejected on February 22, 2022, by Resolution 2022-12R; and

WHEREAS, the invitation to rebid for the CDBG Project No. 19651 Sidewalk Connectivity Project was advertised in the Sentinel on February 23, 2022 and March 2, 2022; and

WHEREAS, bids for the project were publicly opened and read aloud at the Selma City Hall on March 11, 2022 at 10:00 a.m.; and

WHEREAS, the Engineer's Estimate was \$225,000.00; and

WHEREAS, the bids were as follows:

<u>CONTRACTOR</u>	<u>BID AMOUNT</u>
Don Berry Construction, Inc.	\$299,585.00
R.J. Berry Jr., Inc.	\$335,310.00
Bush Engineering, Inc.	\$340,064.00
Witbro Inc. dba Seal Rite Paving	\$341,617.33
American Paving, Inc.	\$446,796.00

NOW THEREFORE, IT IS HEREBY RESOLVED, that the City of Selma resolves as follows:

1. The foregoing recitals are deemed true and correct.
2. City Council award the CDBG Project No. 19651 Sidewalk Connectivity Project to Don Berry Construction, Inc., in the amount of Two Hundred Ninety-Nine Thousand Five Hundred Eighty-Five Dollars and No Cents (\$299,585.00).
3. City Council approve the contingency amount of \$29,500.00 (10% of contract).
4. City Council authorize City Manager or Deputy City Manager to sign the Agreement with Don Berry Construction, Inc.

I, Reyna Rivera, City Clerk to the City of Selma do hereby certify that the foregoing Resolution was approved at a regular meeting of the City Council of the City of Selma on the 4th day of April, 2022 by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:

Scott Robertson, Mayor

ATTEST:

By: _____
Reyna Rivera, City Clerk

**CITY MANAGER'S/STAFF'S REPORT
CITY COUNCIL MEETING:**

April 4, 2022

ITEM NO: 1.1.

SUBJECT: Consider Resolution Accepting the Annual Housing Element Progress Report for 2021, and Direct Staff to Submit the Report to the California Department of Housing and Community Development (HCD), and Continue to Prioritize Housing Opportunities for All Income Levels

BACKGROUND:

The Annual Housing Element Progress Report (Attachment 1) is a document reviewed by the local legislative body that summarizes the City's progress with implementing the policies and programs from the City's Housing Element Goals. The City of Selma is currently within the 5th Housing Element Cycle. This report is used to inform the public and other various agencies of how the community is performing to meet goals and housing targets.

The Annual Housing Element Report informs the California Department of Housing and Community Development (HCD) of various types of projects and programs moving forward within the community that assist the community with growing its housing stock. This report is required to be updated and submitted annually to HCD as required by law and for the City to remain eligible to receive future housing grants.

The Selma 5th Cycle Housing Element was a part of a large collaborative initiative multi-jurisdictional housing element that included nearly all local jurisdictions within Fresno County. From that, policies have been outlined and the City has made a commitment to provide housing opportunities for all income levels. The State (meaning HCD) has become increasingly aggressive in local jurisdictions that are not meeting the goals set forth in the previous Housing Element; that goal in particular is the RHNA (regional housing needs allocation). This is the one of the integral purposes of a Housing Element. In the 5th cycle Housing element the City of Selma was assigned a RHNA of 605 units, including 140 very low-income units, 115 low-income units, 69 moderate-income units, and 281 above-moderate income units. Under the 5th Cycle, the City has permitted 286 units, which is approximately 50% of the established RHNA total.

The City's current General Plan Land Use Element emphasizes the preference for contiguous urban development and the infill development of vacant properties within the City Limits; which has been successful because the City has a low percentage of vacant land within its City limit. General Plan policies such as:

- supporting smart growth principles that promote higher densities, walkable, bikeable and accessible neighborhoods that coordinate with land use and transportation; and
- encouraging the consolidation of small lots to facilitate development of projects of sufficient size.

Also, the land use element established a new High Density Residential designation and zone district that requires a minimum of 19 dwelling units per gross acre. These actions the City has already taken, in addition to future proposals will aid in the effort of the City to reach the allocated RHNA total designated by the State.

An Initial Study/Mitigated Negative Declaration was prepared for the City of Selma's 2015-2023 Housing Element 5th Cycle document. No additional CEQA analysis is required for the acceptance of this progress report.

On March 28, 2022, Staff presented this report to the Selma Planning Commission, who unanimously recommended the item be delivered to the City Council for formal acceptance, and direction to submit the report to HCD.

RECOMMENDATION: Adopt a Resolution formally accepting the Annual Housing Element Progress Report for 2021, and direct staff to submit the report to the California Department of Housing and Community Development (HCD), and continue to prioritize housing options for all incomes levels.

Trevor Stearns, Contract City Planner

Rob Terry, Deputy City Manager

Please Start Here

General Information	
Jurisdiction Name	Selma
Reporting Calendar Year	2021
Contact Information	
First Name	Rob
Last Name	Terry
Title	Deputy City Manager
Email	robt@cityofselma.com
Phone	5598912200
Mailing Address	
Street Address	1710 Tucker Street
City	Selma
Zipcode	93662

Optional: Click here to import last year's data. This is best used when the workbook is new and empty. You will be prompted to pick an old workbook to import from. Project and program data will be copied exactly how it was entered in last year's form and must be updated. If a project is no longer has any reportable activity, you may delete the project by selecting a cell in the row and typing ctrl + d.

v 2_15_2022

Optional: This runs a macro which checks to ensure all required fields are filled out. The macro will create two files saved in the same directory this APR file is saved in. One file will be a copy of the APR with highlighted cells which require information. The other file will be list of the problematic cells, along with a description of the nature of the error.

Optional: Save before running. This copies data on Table A2, and creates another workbook with the table split across 4 tabs, each of which can fit onto a single page for easier printing. Running this macro will remove the comments on the column headers, which contain the instructions. Do not save the APR file after running in order to preserve comments once it is reopened.

Optional: This macro identifies dates entered that occurred outside of the reporting year. RHNA credit is only given for building permits issued during the reporting year.

Link to the online system: <https://apr.hcd.ca.gov/APR/login.do>

Submittal Instructions

Please save your file as Jurisdictionname2021 (no spaces). Example: the city of San Luis Obispo would save their file as SanLuisObispo2021

Housing Element Annual Progress Reports (APRs) forms and tables must be submitted to HCD and the Governor's Office of Planning and Research (OPR) on or before April 1 of each year for the prior calendar year; submit separate reports directly to both HCD and OPR pursuant to Government Code section 65400. There are two options for submitting APRs:

1. Online Annual Progress Reporting System - Please see the link to the online system to the left. This allows you to upload the completed APR form into directly into HCD's database limiting the risk of errors. If you would like to use the online system, email APR@hcd.ca.gov and HCD will send you the login information for your jurisdiction. *Please note: Using the online system only provides the information to HCD. The APR must still be submitted to OPR. Their email address is opr.apr@opr.ca.gov.*

2. Email - If you prefer to submit via email, you can complete the excel Annual Progress Report forms and submit to HCD at APR@hcd.ca.gov and to OPR at opr.apr@opr.ca.gov. Please send the Excel workbook, not a scanned or PDF copy of the tables.

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

[illegible]

[illegible]

Jurisdiction	Selma	
Reporting Year	2021	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	12/31/2015 - 12/31/2023

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
 (CCR Title 25 §6202)

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.
 Please contact HCD if your data is different than the material supplied here

Table B													
Regional Housing Needs Allocation Progress													
Permitted Units Issued by Affordability													
		1	2									3	4
Income Level		RHNA Allocation by Income Level	2015	2016	2017	2018	2019	2020	2021	2022	2023	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low	Deed Restricted	140	74	18	-	-	-	-	-	-	-	92	48
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-		
Low	Deed Restricted	115	20	29	-	-	-	-	-	-	-	49	66
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-		
Moderate	Deed Restricted	69	-	-	-	-	-	-	-	-	-	140	-
	Non-Deed Restricted		44	-	5	8	13	70	-	-	-		
Above Moderate		281	-	-	2	3	-	-	-	-	-	5	276
Total RHNA		605											
Total Units			138	47	7	11	13	70	-	-	-	286	390

Note: units serving extremely low-income households are included in the very low-income permitted units totals and must be reported as very low-income units.

Please note: For the last year of the 5th cycle, Table B will only include units that were permitted during the portion of the year that was in the 5th cycle. For the first year of the 6th cycle, Table B will include units that were permitted since the start of the planning period.

Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction		Selma	
Reporting Year		2021 (Jan. 1 - Dec. 31)	
Table D			
Program Implementation Status pursuant to GC Section 65583			
Housing Programs Progress Report			
Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
1. Regional Collaboration on Housing Opportunities	The Multi-Jurisdictional Housing Element provides an opportunity for countywide housing issues and needs to be more effectively addressed at the regional level rather than just at the local level, and the 13 participating jurisdictions are committed to continuing the regional collaboration in the implementation of the Housing Element. By working together, the jurisdictions can share best practices, explore opportunities for further collaboration, and make the best use of limited resources.	Ongoing (2015-2023)	The City of Selma reaffirms its dedication to the regional collaboration on housing opportunities. As of March 2019 the City has developed procedures and methodologies that will facilitate the goals of the City's Housing Element address challenges the City has experienced in providing for a variety of housing types. Efforts have recently been taken that will facilitate the necessary accommodation of Selma's RHNA goal of rezoning 8.5 acres to high density residential uses with a minimum density of 20 units per acre. City staff are actively working towards successful implementation of the programs identified by its Housing Element throughout the remainder of the current planning period.

2. Review Annexation Standards in Memorandum of Understanding	<p>All jurisdictions in Fresno County are subject to the City-County Memorandum of Understanding (MOU), which establishes procedures for annexation of land to cities. The City/County MOU encourages urban development to take place within cities and unincorporated communities in an effort to preserve agricultural land. The MOU standards for annexation require that development be imminent and a minimum of 50 percent of annexation areas have an approved tentative subdivision map or site plan. While cities can take certain steps to “pre-zone” land in advance of annexation, the annexation of the land into the city limits is dependent upon private developers to request an annexation.</p>	<p>Ongoing (2015-2023)</p>	<p>In 2017 the City of Selma successfully annexed 35 acres for the proposed development of a regional retail center which includes a multi-story hotel. Pursuant to the MOU with the County of Fresno, the City of Selma requested such annexation for the purpose of promoting its economic development goals related to job creation and increasing sales tax revenue which are crucial to several vacant sites that have potential and expected likelihood of being pre-zoned/rezoned to high density residential. Prior to the project's approval from the City, a study was conducted and assessed the magnitude of jobs to be created by the project and the related impact such project would have on current and future housing opportunities for the area. As of March 2019 City staff are evaluating and considering possible requisite measures (public and private) to ensure an adequate supply of housing for the project's labor force.</p>
3. Provision of Adequate Sites	<p>The City of Selma will provide for a variety of housing types and ensure that adequate sites are available to meet its Regional Housing Needs Allocation (RHNA) of 605 units. As part of this Housing Element update, the City has developed a parcel-specific inventory of sites suitable for future residential development. The suitability of these sites has been determined based on the development standards in place and their ability to facilitate the development of housing to meet the needs of the City's current and future residents.</p>	<p>Evaluate in 2017, and modify as appropriate, the development standards in commercial zones to ensure that they are adequate and appropriate to encourage residential and mixed use developments. By December 2018, establish the R-4 zoning district to implement the new High Density Residential designation (up to 19 units per acre) set forth in the Selma 2035 General Plan.</p>	<p>The City successfully updated as of March 2019 the Geographical Information Systems (GIS) reflecting changes to land inventory that have occurred since 2015. The City is now capable of efficiently monitoring and providing an updated inventory of vacant and underutilized parcels. This inventory includes sites within the City's SOI as well as various parcels immediately outside the City's SOI. The City will begin to contact the developers and property owners for these vacant parcels with the intended goal of rezoning half of the required 8.5 acres for high density residential uses by 2020.</p>

<p>4. Pre-zoning and Annexation for RHNA</p>	<p>The City’s current sites capacity has a shortfall of 169 units for meeting its lower-income RHNA obligations carried over from the 2007 RHNA. To meet the City’s carried over RHNA obligations, the City will pre-zone adequate acreage within its Planning Area.</p>	<p>Pursue pre-zoning of at least 8.5 acres for high density residential uses with a minimum density of 20 units per acre by December 2016 for the RHNA shortfall of 169 units incurred from the previous 2007 RHNA cycle. Work with other jurisdictions in the County to review the annexation standards to enhance feasibility of annexing these properties into the City limits (see Program 2). Promote the pre-zoned properties to developers to solicit development applications and take steps to assist applications for annexation, including meeting with potential developers (bi-annually) and identifying development incentives, such as expedited applications, or fee deferrals. As part of the Housing Element Annual Reports to HCD, the City will monitor and evaluate the progress in annexations to ensure sites are made available commensurate with the City’s remaining housing needs. Should the evaluation demonstrate that annexations are not occurring as anticipated or needed to accommodate Selma’s RHNA shortfall, the City will identify alternative sites and/or strategies to accommodate the remaining need by 2019.</p>	<p>The City of Selma has experienced and undergone several staff changes over the past year (2018-2019) and as a result the City until now was unable to track changes regarding its land availability and determine which candidate sites, specifically those listed on Table 2M-6 and Figure 2M-2 under the City's Housing Element updated in 2016 the City has reassessed and contacted these sites as of March 2019. These sites collectively total over 90 acres, located immediately outside the City limits. These sites are currently vacant, along arterial roads, and adjacent to existing residential or proposed commercial uses. Given these characteristics, the six identified sites have the potential to allow Selma to meets its RHNA.</p>
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5. Monitoring of Residential Capacity (No Net Loss)	<p>The City will monitor the consumption of residential acreage and development on non-residential sites included in the inventory to ensure an adequate inventory is available to meet the City's RHNA obligations. To ensure sufficient residential capacity is maintained to accommodate the RHNA, the City will develop and implement a formal ongoing (project-by-project) evaluation procedure pursuant to Government Code Section 65863. Should an approval of development result in a reduction of capacity below the residential capacity needed to accommodate the remaining need for lower-income households, the City will identify and if necessary rezone sufficient sites to accommodate the shortfall and ensure "no net loss" in capacity to accommodate the RHNA.</p>	<p>Develop and implement a formal evaluation procedure pursuant to Government Code Section 65863. Monitor and report through the HCD annual report process. If rezoning/up-zoning is required to replenish the sites inventory for meeting the RHNA shortfall, the sites shall be adequate in size to accommodate at least 16 units per site at a minimum density of 20 units per acre, and shall be rezoned within two years.</p>	<p>In 2019 City staff established a proper procedure and methodology that will serve to effectively monitor and assess vacant and underutilized parcels on a regular basis. The City will evaluate and report their progress annually. The City is considering reasonable accommodations or related incentives for developers for higher density residential development such as fee reduction, or possible use of Planned Development zones which will allow developers to deviate from setback, parking and other standards that may limit their ability to develop at a desired density. The City is currently in the process of reevaluating and drafting an update to its Planned Unit Development agreement from 2007. The City expects to pre-zone 8.5 acres to R-4 High Density Residential use to accommodate at least 16 units per site at a minimum of 20 units per acre by 2021.</p>
6. Lot Consolidation	<p>The City of Selma's vacant sites inventory is comprised primarily of parcels less than half acre, potentially constraining multi-family housing development. The City will encourage lot consolidation to promote the efficient use of land for residential development pursuant to the Subdivision Map Act.</p>	<p>Consider incentives to encourage lot consolidation, such as increased density, in 2016.</p>	<p>The City continues to assist interested developers/property owners in identifying opportunities for lot consolidation and periodically conducts pre-application meetings with property owners. City staff will continue to process lot consolidation with an administrative review and process requests for lot consolidation concurrent with other development reviews. Starting in 2019, the City will evaluate the effectiveness in facilitating lot consolidation of smaller sites for residential development and report any findings in 2020.</p>

7. Water and Wastewater Capacity	<p>Continue to provide adopted Housing Element to SKF. Assist SKF in adopting written procedures to provide priority service to lower income residential projects. The development viability of the vacant sites in the inventory is directly linked to the availability and capacity of public facilities and services. The City continues to work to address water supply issues. Additionally, California Government Code Section 65589.7 requires water and sewer providers to establish specific procedures and grant priority water and sewer service to developments with units affordable to lower-income households. The statute also requires local governments to immediately deliver the housing element to water and sewer providers. The Selma-Kingsburg-Fowler County Sanitation District (SKF) provides sewer service in the City. Water service in Selma is provided by the California Water Service Company.</p>	<p>Establish procedures by the end of 2016 for granting priority water and sewer service.</p>	<p>In 2019 the City consulted with SKF to determine the feasibility of granting priority water and sewer services to developments with lower-income units in compliance with California Government Code Section 65589.7. The City is in the process of providing SKF with an updated Housing Element and will be capable of providing further assistance to SKF in establishing these priority service programs through the City's newly updated housing inventory system that monitors existing and proposed housing units.</p>
8. Affordable Housing Incentives	<p>City staff proposes to update the City's existing density bonus ordinance in compliance with State regulations. The City continues to have needs for affordable housing for lower-income households, especially for seniors, disabled (including persons for developmental disabilities), the homeless, and those at imminent risk of becoming homeless. The City will continue to work with housing developers to expand affordable housing opportunities in the community.</p>	<p>Annually contact affordable housing developers to explore affordable housing opportunities. Expand the City's affordable housing inventory by 80 units over the next eight years – 8 extremely low-income, 32 very low-income, and 32 low-income units.</p>	<p>As of March 2019 the City is pursuing adopting the following incentives for developers of affordable housing: modification to development standards (e.g. setbacks, lot coverage, height, etc.), expedited permit processing, and fee waivers (consisting of a revised fee schedule that waives all City imposed fees to cover the cost of processing development permits and building permit fees for the development of deed-restricted housing affordable to extremely-low, very-low, and low-income households; the fees for processing mixed-income developments will be discounted proportionally). The City's present density bonus ordinance is being reevaluated to ensure compliance with State requirements. In March 2019 the City also started the process of creating a residential housing resource a "brochure," which will be made available at the public counter and online providing developers with the incentives the City offers for developing affordable housing. The brochure will additionally provide an easy to understand guide to the development process in the City of Selma that is expected to streamline potential projects.</p>

9. Farmworker Housing	<p>The farming industry is the foundation of the County’s economy base. According to the USDA, National Agricultural Statistics Service (NASS) 2012, about 58,600 workers were employed in farm labor throughout the County, indicating a significant need to provide housing for farmworkers and their families, particularly during peak harvest seasons.</p>	<p>Ongoing</p>	<p>As of 2019 the City is considering various incentives to encourage and support the provision of farmworker housing. City staff are evaluating the loans and grants presently available through USDA Rural Development and the State HCD. At the discretion of City Council, opportunities and incentives for farmworker housing development will be adopted to the City's municipal code.</p>
10. Preserving Assisted Housing	<p>Preserving the existing affordable housing stock is a cost-effective approach to providing affordable housing in Selma. The City must guard against the loss of housing units available to lower-income households. This City has a total of 554 publicly assisted rental units. No publicly assisted rental housing units are considered at risk of converting to market-rate housing before December 31, 2025</p>	<p>Ongoing</p>	<p>The City will continue to monitor existing publicly assisted rental units throughout the remainder of the current planning period. City staff are actively working towards identifying potential nonprofit organizations as feasible purchasers/managers of at-risk housing units. The City will continue to explore funding sources available to purchase affordability covenants on at-risk projects, transfer ownership of at-risk projects to public or nonprofit agencies, purchase existing buildings to replace at-risk units, or construct replacement units. City Staff will continue to give tenants proper notice and information of their rights and eligibility to obtain special Housing Choice Vouchers that are reserved for them, as appropriate.</p>
11. Accessory Units (Second Units)	<p>A second unit (sometimes called an “accessory dwelling unit” or “granny flat”) is an additional self- contained living unit either attached to or detached from the primary residential unit on a single lot. It has cooking, eating, sleeping, and full sanitation facilities. Second units can be an important source of affordable housing given that they are generally less expensive to construct due to their typically smaller sizes and no additional land costs.</p>	<p>By 2016, amend the Zoning Code to allow second units via a ministerial process (see Program 11). By 2019, consider fee reductions for second units and implement a public education program advertising the opportunity for second units through the City website and at the planning counter.</p>	<p>On March 4, 2019 City Council adopted an ordinance permitting Accessory Dwelling Units within all residential zones in the City of Selma. The City is actively considering fee reductions for accessory dwelling units. Since the public notice for the ordinance there have been several inquiries for the potential development of second units by property owners. The City will monitor and report annually the progress of these second unit developments.</p>

12. Zoning Code Amendments	Staff needs to amend the Seima Zoning Code within one year, to allow: (1) Density Bonus - Consistent with Government Code, a density bonus up to 35 percent over the otherwise maximum allowable residential density under the applicable zoning district will be available to developers who provide affordable housing as part of their projects. Developers of affordable housing will also be entitled to receive incentives on a sliding scale to a maximum of three, where the amount of density bonus and number of incentives vary according to the amount of affordable housing units provided. (2) Residential Care Facilities – The Zoning Code needs to be updated to comply with the Lanterman Act and allow group homes for six or fewer persons in all residential zones. The Zoning Code also needs to make provisions for large residential care facilities for more than six persons. (3) Farmworker/Employee Housing – Comply the Employee Housing Act which requires farmworker housing up to 12 units or 36 beds be considered an agricultural use and permitted in any zone that permits agricultural uses, and employee housing for six or fewer employees are to be treated as a single family structure and permitted in the same manner as other dwellings of the same type in the same zone. (4) Reasonable Accommodation – Establish a reasonable accommodation procedure to provide flexibility in policies, rules, and regulations in order to allow persons with disabilities access to housing. (5) Definition of Family - Remove the definition of family in the Zoning Code, or amend the definition to ensure it does not differentiate between related and unrelated individuals, or impose a	Amend Zoning Code to address State law requirements within one year of Housing Element adoption. Evaluate in 2017, and modify as appropriate, the development standards in commercial zones to ensure that they are adequate to facilitate residential and mixed use developments. Annually review the effectiveness and appropriateness of the Zoning Code and process any necessary amendments to remove or mitigate potential constraints to the development of housing.	As of March 2019 the City has made amending and updating its Municipal Code its top priority in order to ensure compliance with State standards and facilitate the goals of the City's RHNA. The following amendments will be addressed by January 1, 2020: (1-8 identified by the City's Housing Element; 9 & 10 identified in 2019).
	n/a	n/a	n/a
	n/a	n/a	n/a
	n/a	n/a	n/a
	n/a	n/a	n/a
	n/a	n/a	n/a
	n/a	n/a	n/a
	n/a	n/a	n/a
	n/a	n/a	n/a
	n/a	n/a	n/a
13. Monitoring of Planning and Development Fees	The City charges various fees to review and process development applications. Such fees may add to the cost of housing development.	Ongoing	The City continues to monitor the various fees charged to ensure they do not unduly constrain housing development. The City has utilized Planned Unit Development agreements in order to facilitate affordable housing development.

14. Fresno County Housing Assistance Rehabilitation Program (HARP)	<p>This program provides loans to qualifying homeowners in the unincorporated County and participating cities for the improvement of their homes. The City of Selma is a participating city. Eligible improvements include energy efficiency upgrades and installations, health and safety and hazard corrections, and accessibility modifications. Loan terms under this program vary according to household income and the improvements and repairs that are needed.</p>	Ongoing	<p>The City continues to promote available housing rehabilitation resources on City website and public counters. So far during the current the planning period the City has referred several homeowners to HARP for making improvements to their properties. The City is considering adopting an incentive program.</p>
15. Fresno County Rental Rehabilitation Program (RRP)	<p>This program provides no interest loans to qualifying property owners in the unincorporated County and participating cities for making improvements to their rental properties. The City of Selma is a participating city. Eligible improvements include repairing code deficiencies, completing deferred maintenance, lead-based paint and asbestos abatement, HVAC repairs, energy efficiency upgrades, accessibility modifications, and kitchen and bathroom upgrades.</p>	Ongoing	<p>The City continues to promote available housing rehabilitation resources on City website and public counters. The City has referred property owners to the RRP for making improvements to their rental properties.</p>
16. Code Enforcement	<p>The City's Building Division is in charge of the enforcing the City's building codes with the objective of protecting the health and safety of residents. Continue to utilize code enforcement and substandard abatement processes to bring substandard housing units and residential properties into compliance with city codes. Refer income-eligible households to County housing rehabilitation programs for assistance in making the code corrections.</p>	Ongoing	<p>The City Continues to utilize code enforcement and substandard abatement processes to bring substandard housing units and residential properties into compliance with city codes. The City has referred income-eligible households to County housing rehabilitation programs for assistance in making the code corrections. The City's Code Enforcement Division employs two full-time code enforcement officers who conduct inspections on a complaint basis. Staff monitors neighborhood conditions, encourages voluntary compliance, and issues citations as needed.</p>

17. Fresno County Homebuyer Assistance Program (HAP)	City of Selma participates in the County's Homebuyer Assistance Program. This program assists lower- income families with purchasing their first home by providing a zero interest, deferred payment loan that does not exceed 20 percent of the purchase price of the single family residence (plus loan closing costs). Households earning up to 80 percent AMI in unincorporated Fresno County and participating cities are eligible for this program. Refer interested households to County program with the goal of assisting 5 very low- and 10 low-income households.	Ongoing	The City continues to promote available homebuyer resources on City website and public counters.
18. First-Time Homebuyer Resources	Selma residents have access to a number of homebuyer assistance programs offered by the California Housing Finance Agency (CalHFA): Mortgage Credit Certificate (MCC): The MCC Tax Credit is a federal credit which can reduce potential federal income tax liability, creating additional net spendable income which borrowers may use toward their monthly mortgage payment. This MCC Tax Credit program may enable first-time homebuyers to convert a portion of their annual mortgage interest into a direct dollar for dollar tax credit on their U.S. individual income tax returns. CalPLUS Conventional Program: This is a first mortgage loan insured through private mortgage insurance on the conventional market. The interest rate on the CalPLUS Conventional is fixed throughout the 30-year term. The CalPLUS Conventional is combined with a CalHFA Zero Interest Program (ZIP), which is a deferred-payment junior loan of three percent of the first mortgage loan amount, for down payment assistance. CalHFA Conventional Program: This is a first mortgage loan insured through private mortgage insurance on the conventional market. The interest rate on the CalHFA Conventional is fixed throughout the 30-year term. CalHFA loans are offered through local loan officers approved and trained by CalHFA.	Ongoing	The City continues to promote available homebuyer resources on City website and public counters. The City will continue to annually review funding resources available at the state and federal levels and pursue as appropriate to provide homebuyer assistance.

<p>19. Energy Conservation</p>	<p>The City promotes energy conservation in housing development and rehabilitation.</p>	<p>Consider incentives to promote green building techniques and features in 2017, and as appropriate, adopt incentives in 2018. Continue to promote and support Pacific Gas and Electric Company (PG&E) programs that provide energy efficiency rebates for qualifying energy-efficient upgrades by providing a link to PG&E programs on City website and make available brochures about PG&E programs at City counters. Expedite review and approval of alternative energy devices.</p>	<p>The Building Division and Community Development Department continue to promote energy efficient and energy saving opportunities on new and redevelopment projects. The City is currently working on converting its lampposts throughout the downtown area to LED. The City will continue to collaborate with PG&E and programs they offer that will provide energy efficient rebates for qualifying energy-efficient upgrades. Form a partnership with PG&E to promote existing programs and at City Council discretion adopt incentive program by June 30, 2021</p>
<p>20. Housing Choice Vouchers</p>	<p>The Housing Choice Voucher (HCV) Program extends rental subsidies to extremely low- and very low- income households, including families, seniors, and the disabled. The program offers a voucher that pays the difference between the current fair market rent (FMR) as established by the HUD and what a tenant can afford to pay (i.e. 30 percent of household income). The Fresno Housing Authority administers the housing choice voucher program in Fresno County. Provide information on the HCV program on City website and public counters in 2016. Refer interested households to the Fresno Housing Authority and encourage landlords to register their properties with the Housing Authority for accepting HCVs. The City continues to work with the Fresno Housing Authority to disseminate information on incentives for participating in the HCV program throughout the City neighborhoods with varying income levels.</p>	<p>Ongoing</p>	<p>The City continues to promote at the public counter and on the City website housing opportunities for all residents and encourages landlords to register their properties with the Housing Authority for accepting HCVs. The City is considering possible incentives for developers and landlords who register their properties.</p>

21. Fair Housing	Residents in the Central Valley, including Fresno County, can access to fair housing services provided by the Fair Housing Council of Central Valley (FHCCC). FHCCC offers mediation, counseling, advocacy, research, and fair housing training and workshops for residents as well as housing providers. Other fair housing resources include the Fresno Housing Authority, Fair Housing and Equal Opportunity (FHEO) division of HUD, and the State Department of Fair Employment and Housing (DFEH). The City will assist in promoting fair resources available in the region.	Participate in the Fresno Urban County's efforts in updating the Analysis of Impediments to Fair Housing Choice required by the CDBG program. Work collaboratively with other jurisdictions in the region to provide education to lenders, real estate professionals, and the community at large. Actively advertise fair housing resources at the public counter, community service agencies, public libraries, and City website. Refer fair housing complaints to HUD, DEFH, Fair Housing Council of Central California, and other housing agencies, as appropriate.	The City continues to refer persons in need of housing assistance to the Fair Housing Council of Central California and other housing agencies as appropriate. The City is actively working on updating the City website to reflect the current housing resources available and provide information on housing opportunities or related assistance in a format accessible to all persons.
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Jurisdiction	Selma	
Reporting Period	2021	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	12/31/2015 - 12/31/2023

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table F									
Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)									
Please note this table is optional: The jurisdiction can use this table to report units that have been substantially rehabilitated, converted from non-affordable to affordable by acquisition, and preserved, including mobilehome park preservation, consistent with the standards set forth in Government Code section 65583.1, subdivision (c). Please note, motel, hotel, hostel rooms or other structures that are converted from non-residential to residential units pursuant to Government Code section 65583.1(c)(1)(D) are considered net-new housing units and must be reported in Table A2 and not reported in Table F.									
Activity Type	Units that Do Not Count Towards RHNA ⁺ Listed for Informational Purposes Only				Units that Count Towards RHNA ⁺ Note - Because the statutory requirements severely limit what can be counted, please contact HCD to receive the password that will enable you to populate these fields.				The description should adequately document how each unit complies with subsection (c) of Government Code Section 65583.1 ⁺
	Extremely Low-Income ⁺	Very Low-Income ⁺	Low-Income ⁺	TOTAL UNITS ⁺	Extremely Low-Income ⁺	Very Low-Income ⁺	Low-Income ⁺	TOTAL UNITS ⁺	
Rehabilitation Activity									
Preservation of Units At-Risk									
Acquisition of Units									
Mobilehome Park Preservation									
Total Units by Income									

Jurisdiction	Selma	
Reporting Year	2021	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	12/31/2015 - 12/31/2023

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		0
Total Units		0

Note: Units serving extremely low-income households are included in the very low-income permitted units totals

Units by Structure Type	Entitled	Permitted	Completed
SFA	0	0	0
SFD	0	0	12
2 to 4	0	0	1
5+	0	0	0
ADU	0	0	0
MH	0	0	0
Total	0	0	13

Housing Applications Summary	
Total Housing Applications Submitted:	5
Number of Proposed Units in All Applications Received:	771
Total Housing Units Approved:	0
Total Housing Units Disapproved:	0

Use of SB 35 Streamlining Provisions	
Number of Applications for Streamlining	0
Number of Streamlining Applications Approved	0
Total Developments Approved with Streamlining	0
Total Units Constructed with Streamlining	0

Units Constructed - SB 35 Streamlining Permits			
Income	Rental	Ownership	Total
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0

Cells in grey contain auto-calculation formulas

Jurisdiction	Selma
Reporting Year	2021 (Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT Local Early Action Planning (LEAP) Reporting (CCR Title 25 §6202) <i>Please update the status of the proposed uses listed in the entity's application for funding and the corresponding impact on housing within the region or jurisdiction, as applicable, categorized based on the eligible uses specified in Section 50515.02 or 50515.03, as applicable.</i>					
Total Award Amount	\$ 150,000.00 <small>Total award amount is auto-populated based on amounts entered in rows 15-26.</small>				
Task	\$ Amount Awarded	\$ Cumulative Reimbursement Requested	Task Status	Other Funding	Notes
Comprehensive Zoning Ordinance Udpate	\$150,000.00	\$150,000.00	In Progress	None	

Summary of entitlements, building permits, and certificates of occupancy (auto-populated from Table A2)

Completed Entitlement Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		0
Total Units		0

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		0
Total Units		0

Certificate of Occupancy Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		13
Total Units		13

RESOLUTION NO. 2022-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,
CALIFORNIA ACCEPTING THE HOUSING ELEMENT ANNUAL PROGRESS
REPORT FOR THE 2021 YEAR**

WHEREAS, the Annual Housing Element Progress Report (AHEPR) is a document accepted by the local legislative body that summarizes the City's progress with implementing goals, policies, and programs from the City's Housing Element; and,

WHEREAS, the AHEPR informs the public of the progress in meeting the City's housing goals; and,

WHEREAS, the AHEPR provides information for decision makers regarding residential development that occurred during the 12-month reporting period; and,

WHEREAS, the AHEPR explains how land use decisions relate to adopted goals, policies, and implementation measures of the General Plan and more specifically the Housing Element within the General Plan; and,

WHEREAS, the AHEPR provides information to identify necessary "course adjustments" or modifications to the Housing Element and means to improve local implementation; and,

WHEREAS, the AHEPR gives the California Department of Housing and Community Development (HCD) the ability to review local planning and residential development activities to ensure the goals are implemented as they relate to statewide planning goals and policies; and,

WHEREAS, after the AHEPR is accepted by the Council, it will subsequently be sent to HCD and the California Office of Planning and Research (OPR); and,

WHEREAS, at their regularly scheduled March 28, 2022 meeting, the Planning Commission voted unanimously to recommend that the City Council accept the AHEPR.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Selma hereby finds, determines, and declares the following:

1. The above recitals are true and correct;
2. An Initial Study/Mitigated Negative Declaration was prepared for the City of Selma's 2015-2023 Housing Element 5th Cycle document. No additional CEQA analysis is required for the acceptance of this progress report.
3. That the City Council of the City of Selma ACCEPTS the Annual Housing Element Progress Report for the 2021 year reporting period.

The foregoing Resolution was approved and adopted at a regular meeting of the City Council of the City of Selma held on the 4th day of April 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Scott Robertson, Mayor
City of Selma

Reyna Rivera, City Clerk
City of Selma

**CITY MANAGER'S/STAFF'S REPORT
CITY COUNCIL MEETING:**

April 4, 2022

ITEM NO: 1.m.

SUBJECT: Consider Agreement with Regional Government Services for Finance and Human Resources Consulting Services

DISCUSSION: The City is currently in the process of filling various vacant positions within the Finance Department and the Administrative Services Division. Staff has reached out to Regional Government Services (RGS), a Joint Powers Authority (JPA) which works exclusively for the benefit of public agencies. RGS' assistance is necessary in order to continue efficient and uninterrupted City operations during a particularly busy time of the year while recruitment is ongoing for permanent staff positions.

The scope of the agreement with RGS includes assistance with the budget development process, completion of the audit, and other projects within the Finance Department. On the Human Resources side, RGS will assist with recruitments of various key positions, evaluation and assessment of the City's personnel policies and regulations, assistance with onboarding, and other duties as required.

RGS has provided a proposal, which has been satisfactorily evaluated by City staff, in an amount not to exceed \$121,000 through June 30, 2023. The City will only be billed for time used and may not reach the full amount of the contract.

FISCAL IMPACT: Funding for this contract is proposed from unspent funds in 100-General Fund Account 600.400.000 (City Manager – Professional Services) in the amount of \$14,684.31 for the current fiscal year. The remainder of the contract amount will be allocated in the Fiscal Year 22-23 budget.

RECOMMENDATION: Staff recommends that the City Council adopt the attached resolution approving and authorizing the City Manager to execute the agreement between the City of Selma and Regional Government Services for Finance and Human Resources Consulting services.

Fernando Santillan, City Manager

Date

RESOLUTION NO. 2022–

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH REGIONAL GOVERNMENT SERVICES FOR FINANCE AND HUMAN RESOURCES CONSULTING SERVICES

WHEREAS, the City of Selma is in need of human resources and municipal finance assistance due to staff shortages and a significant increase in workload; and

WHEREAS, Regional Government Services is a JPA which works exclusively for the benefit of public agencies experiencing staff shortages and increasing demands for services;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Selma approves and authorizes the City Manager to execute the agreement between the City of Selma and Regional Government Services for Finance and Human Resources Consulting services.

PASSED, APPROVED AND ADOPTED this 4th day of April, 2022, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:

Scott Robertson, Mayor

ATTEST:

Reyna Rivera, City Clerk

RGS is committed to reducing paper waste by converting to electronic processes. Toward these waste reduction goals, RGS uses DocuSign to digitally sign and execute our Agreements. DocuSign provides a secure and legally binding digital signature process which eliminates the need for printing and distribution of documents for signature. Additionally, and especially under the current health and safety restrictions, RGS requests that agencies use electronic payment methods whenever possible to reduce mailing and paper expenses. RGS requests your assistance with meeting these waste reduction goals by joining us in the use of DocuSign and electronic payment methods during our collaboration.

Preamble: The agreement for services described below is also an agreement to engage in a relationship between organizations – Agency partners. In order to establish a mutually respectful relationship as well as a productive one, RGS has adopted the following values and business methods.

Our Values

- **Expert Services:** RGS serves exclusively public sector agencies with its team of public-sector experts.
- **Innovation:** RGS encourages and develops innovative and sustainable services to help each Agency meet its challenges through new modes of service provision.
- **Customer Driven:** RGS customizes solutions to achieve the right level and right kind of service at the right time for each Agency's unique organizational needs.
- **Perseverance:** Sometimes the best solutions are not immediately apparent. RGS listens, works with you, and sticks with it until a good fit with your needs is found.
- **Open Source Sharing:** RGS tracks emerging best practices and shares them, learning openly from each other's hard-won experience.
- **Commitment:** Government agencies are the public's only choice for many services. Public trust is earned and must be used wisely. And RGS will do its part. Each Agency should and will know how RGS sets its rates. RGS' pledge to you is that we will act with honesty, openness, and full transparency.

How RGS Does Business

When you work with RGS you can expect:

- RGS will strive to be explicit up front and put our understandings in writing. Before making assumptions, we hope to talk directly to prevent any misunderstandings.
- Ongoing interaction throughout our relationship to ensure that your needs are being met, and that projects progress appropriately and agreed-upon timelines are met.
- RGS is committed to honest interaction.
- When RGS employees are on your site, we expect them to treat people respectfully and be treated respectfully. If problems arise, we want to communicate early, accurately, and thoroughly to ensure that we find mutually acceptable solutions.
- As a public Agency, partnering is valued. We look out for each Agency's interests consistent with maintaining the public trust.
- To keep expectations realistic, it is important to understand that RGS is a governmental, joint powers authority evolving to meet changing local government needs. RGS has carefully constructed policies and procedures to allow maximum flexibility to meet your needs.

Agreement for Management and Administrative Services

This Agreement for Management Services (“Agreement”) is made and entered into as of the **XX** day of **MONTH** 2022, by and between the **AGENCY**, a municipal Agency (“Agency”), and **Regional Government Services Authority** (RGS), a joint powers authority, (each individually a “Party” and, collectively, the “Parties”).

RECITALS

THIS AGREEMENT is entered into with reference to the following facts and circumstances:

- A. That Agency desires to engage RGS to render certain services to it;
- B. That RGS is a management and administrative services provider and is qualified to provide such services to the Agency; and
- C. That Agency has elected to engage the services of RGS upon the terms and conditions as hereinafter set forth.

TERMS AND CONDITIONS

Section 1. Services. The services to be performed by RGS under this Agreement shall include those services set forth in the attached **Exhibits**, which are incorporated by this reference herein and made a part hereof as though it were fully set forth herein.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in the **Exhibits**.

- 1.1 Standard of Performance.** RGS shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the types of services that RGS agrees to provide in the geographical area in which RGS operates.
- 1.2 Service Advisor.** To ensure quality and consistency for the services provided, RGS also assigns a service advisor to Agency. The service advisor is available to assigned RGS staff and to Agency management and will check in regularly with both to address program/project directives. Typically service advisor time is not billed to Agency, with some exceptions where significant programmatic direction is provided.
- 1.3 Reassignment of Personnel.** Assignment of personnel to provide the services described in the **Exhibits** is at the sole discretion of RGS. In the event that Agency or RGS, at any time during the term of this Agreement, desires the reassignment of personnel, Agency and RGS shall meet and discuss in good faith to address the issue of concern, including but not limited to reassigning such person or persons.
- 1.4 Time.** RGS shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance described above and to provide the services described in the **Exhibits**.

Section 2. Term of Agreement and Termination.

- 2.1** Services shall commence on or about **DATE XX, 2022**, and this Agreement is anticipated to remain in force to **DATE XX, 2022**, at which time services may continue on a month-to-month basis until one party terminates the Agreement or if Section 3 contains a “not to exceed” amount, until RGS charges for services reach the not-to-exceed amount at which point the Agreement will automatically terminate unless amended. Services provided under the month-to-month provision are subject to current RGS staff rates in effect at the time of service. Once this Agreement has converted to a month-to month basis, it shall automatically terminate upon the ninety-first (91st) continuous day with no billable service hours. After the ninety-first (91st) day with no billable service hours, RGS shall provide Agency with written notice of the automatic termination of the Agreement.
- 2.2** This Agreement may be terminated by either Party, with or without cause, upon 30 days’ written notice. Agency has the sole discretion to determine if the services performed by RGS are satisfactory to the Agency which determination shall be made in good faith. If Agency determines that the services performed by RGS are not satisfactory, Agency may terminate this Agreement by giving written notice to RGS. Upon receipt of notice of termination by either Party, RGS shall cease performing duties on behalf of Agency on the termination date specified and the compensation payable to RGS shall include only the period for which services have been performed by RGS.

Section 3. Compensation. Payment for services under this Agreement shall not exceed \$**XXX** and shall be as provided in the **Exhibits**.

Section 4. Effective Date. This Agreement shall become effective on the date first herein above written.

Section 5. Relationship of Parties.

- 5.1** It is understood that the relationship of RGS to the Agency is that of an independent contractor and all persons working for or under the direction of RGS are its agents or employees and not agents or employees of Agency. The Agency and RGS shall, at all times, treat all persons working for or under the direction of RGS as agents and employees of RGS, and not as agents or employees of the Agency. Agency shall have the right to control RGS employees only insofar as the results of RGS’ services rendered pursuant to this Agreement. In furtherance of this Section 5.1, the Parties agree as follows:
- 5.1.1** Agency shall not request from RGS or from an RGS employee providing services pursuant to this Agreement an RGS employee’s Social Security Number or other similar personally identifying information.
- 5.1.2** Agency shall not report an RGS employee to a third party as an employee of Agency. For the purposes of this Section 5.1, “third party” means another government agency, private company, or individual.

- 5.1.3** In the event that a third-party requests information about an RGS employee—including but not limited to personally identifying information, hours or locations worked, tasks performed, or compensation—Agency shall inform RGS of the request prior to responding. If Agency possesses such information about an RGS employee, the Parties shall confer in good faith about an appropriate and legally compliant response to the request.
- 5.2** RGS shall provide services under this Agreement through one or more employees of RGS qualified to perform services contracted for by Agency. The positions of RGS staff that will coordinate services to the Agency are indicated in the **Exhibits**. The Executive Director or assigned supervising RGS staff will consult with Agency on an as-needed basis to assure that the services to be performed are meeting Agency's objectives. At any time the RGS employee may be providing services to one or more RGS clients concurrent with the services being provided under this Agreement.
- 5.3** Agency shall not have the ability to direct how services are to be performed, specify the location where services are to be performed, or establish set hours or days for performance of services, except as set forth in the **Exhibits**.
- 5.4** RGS employees may require access to Agency's computer systems and networks to complete the assigned services. RGS requires its employees to agree to appropriate system usage policies, which include a pledge not to use partner agency electronic equipment for anything other than partner agency work. (These policies can be provided to Agency upon request.)
- 5.5** Agency shall not have any right to discharge any employee of RGS from RGS employment.
- 5.6** RGS shall, at its sole expense, supply for its employees providing services to Agency pursuant to this Agreement any and all benefits, such as worker's compensation, disability insurance, vacation pay, sick pay, or retirement benefits; obtain and maintain all licenses and permits usual or necessary for performing the services; pay any and all taxes incurred as a result of the employee(s) compensation, including employment or other taxes; and provide Agency with proof of payment of taxes on demand.

Section 6. General Liability Coverage. RGS, pursuant to California Government Code Section 990, may satisfy its contractual liabilities with self-insurance and/or participate in a pooled risk purchasing program. RGS has and will continue to maintain a program of liability coverage against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by RGS and its agents, representatives, employees, and subcontractors.

6.1 Workers' Compensation Coverage.

- 6.1.1 General requirements.** RGS shall, at its sole cost and expense, maintain Workers' Compensation coverage and Employer's Liability coverage with limits of not less than \$1,000,000.00 per occurrence.

6.1.2 Waiver of subrogation. The Workers' Compensation coverage shall be endorsed with or include a waiver of subrogation in favor of Agency for all work performed by RGS, its employees, agents, and subcontractors.

6.2 Commercial General, Automobile, and Professional Liability Coverages.

6.2.1 General requirements. RGS, at its own cost and expense, shall maintain commercial general and automobile liability coverage for the term of this Agreement in an amount not less than \$2,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. RGS shall additionally maintain commercial general liability coverage in an amount not less than \$2,000,000 aggregated for bodily injury, personal injury, and property damage.

6.2.2 Minimum scope of coverage. RGS coverage may not be written on ISO forms but will always provide coverage at least as broad as the latest version of the following: (A) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); and (B) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 001, code 1 (any auto).

6.3 Professional Liability Insurance. RGS, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability coverage for licensed professionals performing work pursuant to this Agreement in an amount not less than \$2,000,000 covering the licensed professionals' errors and omissions.

6.4 All Policies Requirements.

6.4.1 Coverage requirements. Each of the following shall be included in the coverage or added as an endorsement:

- a.** Agency and its officers, employees, and agents, shall be covered as additional covered parties with respect to RGS' general commercial, and automobile coverage for claims, demands, and causes of action arising out of or relating to RGS' performance of this Agreement and to the extent caused by RGS' negligent act, error, or omission.
- b.** An endorsement to RGS' general commercial and automobile coverages must state that coverage is primary with respect to Agency and its officers, officials, employees and volunteers.
- c.** All coverages shall be on an occurrence or an accident basis, and not on a claims-made basis.

6.4.2 Acceptability of coverage providers. All coverages required by this section shall be acquired through providers with a Bests' rating of no less than A: VII or through sources that provide an equivalent level of reliability.

- 6.4.3 Verification of coverage.** Prior to beginning any work under this Agreement, RGS shall furnish Agency with notifications of coverage and with original endorsements effecting coverage required herein. The notifications and endorsements are to be signed by a person authorized to bind coverage on its behalf. Agency reserves the right to require complete, certified copies coverage at any time.
- 6.4.4 Subcontractors.** RGS shall include all subcontractors as insureds under its coverage or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- 6.4.5 Variation.** During the term of this Agreement, RGS may change the insurance program in which it participates. RGS will provide reasonable notice of any such change to Agency and replacement copies of Certificates of Coverage and endorsements.
- 6.4.6 Deductibles and Self-Insured Retentions.** RGS shall disclose any self-insured retention if Agency so requests prior to performing services under this Agreement or within a reasonable period of time of a request by Agency during the term of this Agreement.
- 6.4.7 Maintenance of Coverages.** The coverages stated herein shall be maintained throughout the term of this Agreement and proof of coverage shall be available for inspection by Agency upon request.
- 6.4.8 Notice of Cancellation or Reduction in Coverage.** In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, RGS shall provide written notice to Agency at RGS earliest possible opportunity and in no case later than five business days after RGS is notified of the change in coverage.

Section 7. Legal Requirements.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** RGS and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 Reporting Requirements.** If there is a statutory or other legal requirement for RGS to report information to another government entity, RGS shall be responsible for complying with such requirements.
- 7.4 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, RGS and any subcontractors shall comply with all applicable rules and regulations to which Agency is bound by the terms of such fiscal assistance program.

- 7.5 Licenses and Permits.** RGS represents and warrants to Agency that RGS and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to provide the services contemplated by this Agreement. RGS represents and warrants to Agency that RGS and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions.
- 7.6 Nondiscrimination and Equal Opportunity.** RGS shall not discriminate on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided under this Agreement. RGS shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

Section 8. Keeping and Status of Records.

- 8.1 Records Created as Part of RGS' Performance.** All final versions of reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that RGS prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of Agency. RGS hereby agrees to deliver those documents to Agency upon termination of the Agreement, if requested. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for Agency and are not necessarily suitable for any future or other use.
- 8.2 Confidential Information.** RGS shall hold any confidential information received from Agency in the course of performing this Agreement in trust and confidence and will not reveal such confidential information to any person or entity, either during the term of the Agreement or at any time thereafter. Upon expiration of this Agreement, or termination as provided herein, RGS shall return materials which contain any confidential information to Agency. For purposes of this paragraph, confidential information is defined as all information disclosed to RGS which relates to Agency past, present, and future activities, as well as activities under this Agreement, which information is not otherwise of public record under California law. Agency shall notify RGS what information and documents are confidential and thus subject to this section 8.2.

8.3 RGS Books and Records. RGS shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to Agency under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment under this Agreement.

8.4 Inspection and Audit of Records. Any records or documents that Section 8.3 of this Agreement requires RGS to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of Agency, for a period of three years after final payment under the Agreement.

Section 9. Non-assignment. This Agreement is not assignable either in whole or in part without the written consent of the other party.

Section 10. Amendments. This Agreement may be amended or modified only by written Agreement signed by both Parties.

Section 11. Validity. The invalidity, in whole or in part, of any provisions of this Agreement shall not void or affect the validity of any other provisions of this Agreement.

Section 12. Disputes. Should any dispute arise out of this Agreement, Agency agrees that it shall only file a legal action against RGS, and shall not file any legal action against any of the public entities that are members of RGS.

Section 13. Venue/Attorneys' Fees. Any suit or action initiated by either party shall be brought in Alameda County, California. In the event of litigation between the Parties hereto to enforce any provision of the Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs of litigation.

Section 14. Mediation. Should any dispute arise out of this Agreement, the Parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither Party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the Parties. If a mediated settlement is reached, neither Party shall be deemed the prevailing party for purposes of the settlement and each Party shall bear its own legal costs.

Section 15. Employment Offers to RGS Staff. Should Agency desire to offer permanent or temporary employment to an RGS employee who is either currently providing RGS services to Agency or has provided RGS services to Agency within the previous six months, said Agency will be charged a fee equal to the full-time cost of the RGS employee for one month, using the most recent RGS bill rate for the RGS employee's services to Agency. This fee is to recover RGS' expenses in recruiting the former and replacement RGS staff.

Section 16. Entire Agreement. This Agreement, including the **Exhibits**, comprises the entire Agreement.

Section 17. Indemnification.

17.1 RGS' indemnity obligations.

RGS shall indemnify, defend, and hold harmless Agency and its legislative body, boards and commissions, officers, and employees ("Indemnitees") from and against all claims, demands, and causes of action by third parties, including but not limited to attorneys' fees, arising out of RGS' performance of this Agreement, to the extent caused by RGS' negligent act, error, or omission. Nothing herein shall be interpreted as obligating RGS to indemnify Agency against its own negligence or willful misconduct.

Training disclaimer

Agency understands and acknowledges that RGS advisors may, as part of the scope of services under this Agreement, provide training on various matters including human resources, accounting, or management practices. The advice and guidance included in such training does not, and is not intended to, constitute legal advice; instead, all information, content, and materials provided are based on industry best practices, but may not be applicable in all situations. Agency staff should not act or refrain from acting on the basis of the information provided as part of a training without first seeking legal advice from counsel in its relevant jurisdiction and/or appropriate Agency approval. RGS' obligation to indemnify, defend, and hold harmless indemnities pursuant to this section 17.1 for professional errors and omissions shall not exceed \$500,000.

17.2 Agency's indemnity obligations. Agency shall indemnify, defend and hold harmless RGS and its officers, directors, employees and agents from any and all claims and lawsuits where such persons are named in the lawsuit solely because of a duty any of them performs in accordance with the services outlined in Exhibit B.

It is the intent of the parties here to define indemnity obligations that are related to or arise out of Agency's actions as a governmental entity. Thus, Agency shall be required to indemnify and defend only under circumstances where a cause of action is stated against RGS, its employees or agents:

- a. which is unrelated to the skill they have used in the performance of the duties delegated to them under this Agreement;
- b. when the allegations in such cause of action do not suggest the active fraud or other misconduct of RGS, its employees, or agents; or
- c. where an Agency employee, if he had been acting in a like capacity, otherwise would be acting within the scope of that employment.

Whenever Agency owes a duty hereunder to indemnify RGS, its employees or agents, Agency further agrees to pay RGS a reasonable fee for all time spent by any RGS employee, or spent by any person who has performed work pursuant to this Agreement, for the purpose of preparing for or testifying in any suit, action,

or legal proceeding in connection with the services the assigned employee has provided under this Agreement.

17.3 Obligations and indemnity related to defined benefit retirement plan participation.

- a. RGS and Agency acknowledge and agree that, if Agency participates in a defined benefit plan (such as CalPERS, a pension plan, or Social Security) (“Retirement Program”), it is possible that the Retirement Program may find that RGS employees providing services pursuant to this Agreement are employees of Agency and should be registered with the Retirement Program as employees of Agency, which possibility is the same as if Agency were contracting with a private consulting firm. Pursuant to Section 5.1 of this Agreement, Agency has an obligation to treat all persons working for or under the direction of RGS as agents and employees of RGS, and not as agents or employees of Agency. Agency agrees not to ask RGS employees for personally identifying information.
- b. In the event that the Agency’s Retirement Program initiates an inquiry that includes examination of whether individuals providing services under this Agreement to Agency are Agency’s employees, Agency shall inform RGS within five days and share all communications and documents from the Retirement Program that it may legally share. In the event that either RGS or Agency files an appeal or court challenge, RGS and Agency each agree to cooperate with each other in responding to the inquiry and any subsequent administrative appeal or court challenge of an adverse determination. Notwithstanding Section 17.1 of this Agreement, RGS and Agency shall each bear their own costs in responding to an inquiry by a Retirement Program, including but not limited to costs of an administrative appeal or court challenge.
- c. In the event that any RGS employee or subconsultant providing services under this Agreement is determined by a court of competent jurisdiction or the Agency’s Retirement Program to be eligible for enrollment in the Retirement Program as an employee of the Agency, to the fullest extent of the law, Agency shall indemnify, defend, and hold harmless RGS for any Retirement Program contribution payment that Agency is required as a result to make to the Retirement Program as well as for the payment of any penalties and interest on such payments.

Section 18. Notices. All notices required by this Agreement shall be given to Agency and RGS in writing, by first class mail, postage prepaid, or by email transmission addressed as follows:

Agency: INFO

RGS: Regional Government Services Authority
P. O. Box 1350
Carmel Valley, CA 93924
Email: contracts@rgs.ca.gov

Notice by email transmission shall be deemed given upon verification of receipt if received before 5:00p.m. on a regular business day or else on the next business day.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the date first written by their respective officers duly authorized on their behalf.

DATED: _____

Agency

By: _____
AGENCY

DATED: _____

Regional Government Services Authority

By: _____
Richard H. Averett, Executive Director

Exhibit A

Compensation.

1. **Fees.** Agency agrees to pay to RGS the hourly rates set forth in the tables below for each RGS employee providing services to Agency, which are based in part on RGS' full cost of compensation and support for the RGS employee(s) providing the services herein described.

RGS and Agency acknowledge and agree that compensation paid by Agency to RGS under this Agreement is based upon RGS' costs of providing the services required hereunder. The Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities for which RGS may be obligated for its employees or may otherwise be contractually obligated.

Consequently, the Parties agree that adjustments to the hourly rate shown below for "RGS Staff" will be made for changes to the salary and/or benefits costs provided by RGS to such employee. On July 1 of each year, RGS' hourly bill rates will be adjusted by the percentage change in the Consumer Price Index (Bureau of Labor Statistics, CPI for urban wage earners and clerical workers in the San Francisco-Oakland-San Jose area) ("CPI") for the twelve months through the end of December of the prior year. Irrespective of the movement of the CPI, RGS will not adjust its hourly rates downward; nor will RGS adjust its hourly rates upward in excess of a five percentage (5%) change, excepting instances where there was no increase in the prior year's hourly rates. In that event, RGS will adjust its hourly rates by the full percentage change in the CPI for the twelve months through the end of December of the prior year.

2. **Reimbursement of RGS' Administrative Cost.** Agency shall reimburse RGS for overhead as part of the hourly rate specified below, and direct external costs. Support overhead costs are those expenses necessary to administering this Agreement, and are included in the hourly rate. Direct external costs, including such expenses as travel or other costs incurred for the exclusive benefit of the Agency, will be invoiced to Agency when received and without mark-up. These external costs will be due upon receipt.
3. **Terms of Payment.** RGS shall submit invoices monthly for the prior month's services. Invoices shall be sent approximately 10 days after the end of the month for which services were performed and are due and shall be delinquent if not paid within 30 days of receipt. Delinquent payments will be subject to a late payment carrying charge computed at a periodic rate of one-half of one percent per month, which is an annual percentage rate of six percent, which will be applied to any unpaid balance owed commencing 7 days after the payment due date. Additionally, in the event the Agency fails to pay any undisputed amounts due to RGS within 15 days after payment due date, then Agency agrees that RGS shall have the right to consider said default a total breach of this Agreement and the duties of RGS under this Agreement may be terminated by RGS upon 5 working days' advance written notice.

Payment Process/Address. RGS prefers invoices be paid electronically. Please contact RGS for electronic payment instructions —

Jefferson Kise, MBA, RGS Finance and Operations Manager
(831) 308-2718 | jkise@rgs.ca.gov

[EXHIBIT A CONTINUES ON FOLLOWING PAGE]

Should it be necessary for payments to be made by check then please use the following address:

Regional Government Services Authority
PO Box 1350 | Carmel Valley, CA 93924

AGENCY CONTACTS

Agency Billing Contact. Invoices are sent electronically only. Please provide the contact person to whom invoices should be sent:

NAME	EMAIL

Agency Insurance Contact. Please provide the contact person to whom the certificate of coverage should be sent:

NAME	EMAIL

RGS STAFF

CLASSIFICATION	HOURLY RATE*
Chief Operating Officer	\$140 to \$230
Deputy Chief Operating Officer	\$135 to \$205
Senior/Lead Advisor	\$130 to \$200
Advisor	\$120 to \$170
Project Advisor	\$110 to \$130
Project Coordinator	\$90 to \$125
Technical Specialist	\$80 to \$120

*The Hourly Rate does not include direct external costs which will be invoiced to Agency with no markup and will fall outside of the not-to-exceed (if established) for services provided.

Exhibit B

Scope of Services. Subject to the terms and conditions of this Agreement, Regional Government Services Authority (RGS) shall assign an RGS employee or employees to perform the functions as described below:

- Perform the functions as assigned by the RGS lead advisor.
- Be reasonably available to perform the services during the normal work week.
- Meet regularly and as often as necessary for the purpose of consulting about the scope of work performed with the appropriate Agency project manager and with the RGS lead.
- Perform other duties as are consistent with the services described herein and approved by the RGS lead advisor.
- Perform related work as required as approved by the RGS lead advisor.
- Such employee may perform services at Agency offices available or at other locations.

Exhibit B

FINANCE SCOPE OF SERVICES

Subject to the terms and conditions of this Agreement, RGS shall assign RGS employee(s) to perform preliminary consultative, project, and assessment services as Finance Advisor(s) to the City of Selma (Agency). RGS employees shall perform the functions as assigned by the RGS project lead.

- Agency staff will not provide direct services to customers of the City of Selma; otherwise, services may be within any of the RGS service areas, including but not limited to:
 - Provide immediate ongoing consultative services to the City.
 - Analyze a variety of financial information and recommend appropriate management action.
 - Meet with management, key staff, and other relevant stakeholders to identify current practices and issues.
 - Provide professional consulting expertise to facilitate the ongoing development of the FY 2023 City Budget.
 - Provide professional expertise and coaching to Finance Staff in the provision of financial and other staff reports to Agency Leadership.
 - Provide professional advice and services to facilitate the effective completion of the year-end accounting close, annual audit and preparation of financial statements.
- Be reasonably available to perform the services during the normal work week. Work will generally be performed off-site.
- Meet regularly and as often as necessary for the purpose of consulting about the scope of work performed with the appropriate Agency project manager, and with the RGS project lead.
- Perform other duties as are consistent with the services described herein and approved by the RGS service advisor.

HR RECRUITMENT SCOPE OF SERVICES

Subject to the terms and conditions of this Agreement, RGS shall assign RGS employee(s) to serve as Advisors to the City of Selma, hereafter “Agency”, which may require performing any or all of the functions described below:

- Provide immediate ongoing human resources consulting services to the Agency. Consulting services include implementation of work on identified priority projects, and also include the following activities as needed:
 - Provide professional advice regarding best practice to facilitate the effective and compliant administration of Agency’s human resources related policies and practices, legal compliance, and payroll practices.

- Develop, conduct, and manage general and executive level recruitment projects.
 - Coordinate and assist with leave management, including but not limited to workers' compensation, medical leaves, and reasonable accommodation.
 - Draft required communications, including administrative policies, procedures, forms and templates as needed to develop an effective and compliant system of human resources management practices and transactions.
 - Conduct salary surveys of comparable agencies.
 - Development or review of classification descriptions and FLSA designation and recommend updates as needed.
 - Analyze a variety of information and recommend appropriate management action; provide written documentation of analysis and recommendations as needed.
 - As needed, provide professional guidance and assistance to Agency staff in the areas of performance management, training development, compensation, and benefits.
 - As needed, review payroll processes and practices to ensure compliance with state and federal laws and best practices.
 - As needed, benefit review and analyze of administration; assist with benefit selection and administration.
 - As needed, draft specific documentation relevant to resolving a range of human resources issues; coach managers as needed on effective actions and communications to achieve resolution; coach supervisors on conducting sensitive personnel conversations.
 - As needed, update HR systems documentation for current best practices.
 - As needed, review of the occupational safety policies, resources and administrative systems to ensure legal compliance and best practices.
- Be reasonably available to perform the services during the normal work week. Meet as often as necessary for the purpose of consulting about the scope of work performed with the appropriate Agency project manager and with the RGS Lead Advisor or Advisors.
 - RGS will maintain open communication lines with Agency staff through written documentation, video conference calls, phone, and e-mail.
 - The work will be done remotely or onsite. During the COVID-19 pandemic restrictions, RGS Advisors may only work onsite with the authority of the RGS Human Resources Services Director.
 - Projects and activities may be modified on request of the Agency. Agency will only be invoiced for the actual hours worked.
 - The RGS team assigned will be led by a Lead Advisor, who will both perform work and direct projects to other RGS staff as needed. RGS staff, with equal or lower bill rates, will be assigned to projects or tasks at Lead Advisor's discretion.

CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
79188	03/24/22	Printed	AIRGAS USA LLC	OXYGEN SUPPLIES		52.54
79189	03/24/22	Printed	JUAN ALVARADO	AMBULANCE OVERPAYMENT REIMB		1,852.60
79190	03/24/22	Printed	ALEJANDRO ALVAREZ	FTO COURSE PER DIEM 3/27/22-3/30/22	R	175.00
79191	03/24/22	Printed	ERIK ANDERSEN	LITTLE SHOP OF HORRORS SET SUPPLIES REIMB.		649.21
79192	03/24/22	Void		Void Check		0.00
79193	03/24/22	Void		Void Check		0.00
79194	03/24/22	Printed	ARAMARK UNIFORM	UNIFORMS/TOWELS/FIRST AID KITS 2/10-2/24/22		805.98
79195	03/24/22	Printed	AT&T	INTERNET SERVICE -CVTC 3/6/22-4/5/22	R	100.24
79196	03/24/22	Printed	AT&T	INTERNET SERVICE -WEED & SEED 3/11/22-4/10/22		74.19
79197	03/24/22	Printed	AT&T	TELEPHONE 2/4/22-3/3/22		1,608.00
79198	03/24/22	Printed	AT&T	TELEPHONE 2/4/22-3/3/22		154.40
79199	03/24/22	Printed	AT&T	TELEPHONE 2/4/22-3/3/22		1.12
79200	03/24/22	Printed	AT&T	TELEPHONE 2/12/22-3/11/22		90.75
79201	03/24/22	Printed	AT&T MOBILITY	TELEPHONE-MDT'S 2/1/22-2/28/22		395.47
79202	03/24/22	Printed	AT&T MOBILITY	TELEPHONE-MDT'S 2/12/22-3/11/22		1,738.58
79203	03/24/22	Printed	CASEY MARIE BALLARD	LITTLE SHOP OF HORRORS COSTUME & SUPPLIES REIMB.		1,006.29
79204	03/24/22	Printed	BANNER PEST CONTROL INC	PEST CONTROL -MARCH 2022		441.00
79205	03/24/22	Printed	JAY WESLEY BROCK	K9 MAINTENANCE 3/7/22		180.00
79206	03/24/22	Printed	BURTON'S FIRE INC.	PARTS -FLEET		66.99
79207	03/24/22	Printed	CALIFORNIA WATER SERVICE	WATER SERVICE -FEBRUARY 2022		12,118.34
79208	03/24/22	Printed	ROD CARSEY	PLAN CHECKS -FEBRUARY 2022		5,551.48
79209	03/24/22	Printed	DELIA CASTILLO	TRASH REFUND		419.52
79210	03/24/22	Printed	CENTRAL SANITARY SUPPLY	JANITORIAL SUPPLIES		249.49
79211	03/24/22	Printed	CISCO SYSTEMS CAPITAL CRP	LEASE-PHONE SYSTEM/BACKUP		1,375.85
79212	03/24/22	Printed	CITY OF FRESNO	PERISHABLE SKILLS TRAINING 4/19/22-4/22/22	R	2,424.00
79213	03/24/22	Printed	CITY OF SANGER FIRE DEPARTMENT	CONSULTING FOR IGT -JAN & FEB 2022		678.50
79214	03/24/22	Printed	COMCAST	INTERNET SERVICE -MARCH 2022		821.45
79215	03/24/22	Printed	COMCAST	PD TO FCSO -MARCH 2022		667.50
79216	03/24/22	Printed	CSJVRMA	2021/2022 4TH QTR DEPOSIT		244,991.00
79217	03/24/22	Printed	MATTEO DESANTIS	1231 ROSE AVE LEASE -APRIL 22		1,770.00
79218	03/24/22	Printed	PAUL DEREK ESQUIBEL	DET ICI COURSE PER DIEM 3/21/22-4/1/22	R	110.00
79219	03/24/22	Printed	CASSY FAIN	FTO COURSE PER DIEM 3/27/22-3/30/22	R	175.00
79220	03/24/22	Printed	JOEL A FEDOR / FEDOR PLUMBING	WATER HEATER -SHAFFER PARK		125.00
79221	03/24/22	Printed	FINANCIAL PACIFIC LEASING	2019 DANAKO WILDLAND VEHICLES LEASE		21,922.40
79222	03/24/22	Printed	FIRE RECOVERY EMS LLC	AMBULANCE BILLING -FEB 2022		10,016.55
79223	03/24/22	Printed	GAR BENNETT LLC	PVC SPIGOTS -PARKS		20.39
79224	03/24/22	Printed	GEIL ENTERPRISES INC	JANITORIAL SERVICE -MARCH 2022		3,804.00
79225	03/24/22	Printed	GLACIER REFRIGERATION & AIR	SERVICE ICE MACHINE -CITY YARD		393.75
79226	03/24/22	Printed	GILBERT GONZALES	SEXUAL ASSAULT/FIRST RESPONDER TRAINING PER DIEM 3/7-3/8/22	R	22.00
79227	03/24/22	Printed	BRANDIE GONZALEZ	T-BALL REIMBURSEMENT		50.00
79228	03/24/22	Printed	HEALTHEDGE ADMINISTRATORS INC.	ADMINISTRATIVE FEES -APRIL 22		851.46
79229	03/24/22	Printed	HENRY SCHEIN INC.	MEDICAL SUPPLIES		840.18
79230	03/24/22	Printed	HINDERLITER DE LLAMAS & ASSOCIATES	SALES TAX Q3/2021		1,141.59
79231	03/24/22	Printed	KIMBERLY HOUSTON	LITTLE SHOP PROPS SUPPLIES REIMB		150.93
79232	03/24/22	Printed	IPERMIT	PERMIT 21-0706 REFUND		111.88
79233	03/24/22	Printed	IRG MASTER HOLDINGS, LLC	CENTRAL VALLEY TRAINING CENTER -APRIL 22 LEASE & UTILITIES	R	12,567.60
79234	03/24/22	Printed	JOHNSON CONTROLS SECURITY	ALARM SERVICES 4/1/22-6/30/22 & SERVICE FOR ART CENTER		5,437.21
79235	03/24/22	Printed	DWAYNE MCPHERSON	REIMBURSEMENT FOR UNMANNED AIRCRAFT SYSTEM		175.00
79236	03/24/22	Printed	METRO UNIFORM	FD REVOLVING ACCT & BALLISTIC VEST	PARTIAL R	1,194.09
79237	03/24/22	Printed	MODIVCARE-LOGISTICARE	AMBULANCE OVERPAYMENT REIMB		417.10
79238	03/24/22	Printed	ODELL PLANNING & RESEARCH, INC	SELMA GROVE EIR ADDENDUM PLANNING SERVICES		399.10
79239	03/24/22	Printed	OFFICE DEPOT, INC.	OFFICE SUPPLIES		305.08
79240	03/24/22	Printed	STERLING MATTHEW OLIVER	SOUND DESIGN FOR SPONGEBOB		200.00

CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
79241	03/24/22	Printed	PG&E	UTILITIES -MARCH 2022		11.91
79242	03/24/22	Printed	PG&E	UTILITIES -MARCH 2022		58.48
79243	03/24/22	Printed	PG&E	UTILITIES -MARCH 2022		130.48
79244	03/24/22	Printed	PG&E	UTILITIES -MARCH 2022		404.58
79245	03/24/22	Printed	PG&E	UTILITIES -MARCH 2022		12.90
79246	03/24/22	Printed	QUAD KNOPF, INC.	ON-CALL PLANNING SERVICES 1/23/22-2/19/22		18,540.70
79247	03/24/22	Printed	JUAN BAUTISTA RAMOS	REPAIR UNIT# 1315		450.00
79248	03/24/22	Printed	RINCON CONSULTANTS, INC.	ZONING ORDINANCE UPDATE		25,696.50
79249	03/24/22	Printed	RRM DESIGN GROUP	ROCKWELL PARK PROJECT	G	16,463.15
79250	03/24/22	Printed	GLORIA SALAS	MONTEREY BAY TRIP REFUND	R	115.00
79251	03/24/22	Printed	SAN JOAQUIN VALLEY AIR	22/23 ANNUAL PERMITS		98.00
79252	03/24/22	Printed	SANTA MARIA CALIFORNIA NEWS	PH NOTICE -ZONE CHANGE		150.30
79253	03/24/22	Printed	SCAFCO CORPORATION	BUILDING MATERIALS -CVTC	R	7,087.78
79254	03/24/22	Printed	SECOND CHANCE ANIMAL SHELTER	MONTHLY SUPPORT -APRIL 22		8,163.57
79255	03/24/22	Printed	SELMA DISTRICT CHAMBER OF	BANQUET -CITY MANAGER		35.00
79256	03/24/22	Printed	SELMA UNIFIED SCHOOL DISTRICT	FIREWORKS SUSD STADIUM 2021/2022		1,300.00
79257	03/24/22	Printed	SPARKLETTS	WATER SERVICE -PD		187.35
79258	03/24/22	Printed	SUCCESSOR AGENCY	ROPS 21-22B		121,323.69
79259	03/24/22	Printed	SUCCESSOR AGENCY	ROPS 21-22A		54,343.84
79260	03/24/22	Printed	SUNPRO SOLAR	PERMIT 22-0116 REFUND		272.92
79261	03/24/22	Printed	THOMAS J O'LAUGHLIN MD INC.	MEDICAL DIRECTOR -APRIL 2022		500.00
79262	03/24/22	Printed	TOWNSEND PUBLIC AFFAIRS, INC.	CONSULTING FEES -MARCH 2022		3,500.00
79263	03/24/22	Printed	TYLER TECHNOLOGIES, INC.	ANNUAL MAINTENANCE AGREEMENT AR MODULE		831.82
79264	03/24/22	Printed	UNDERGROUND SERVICE ALERT	CA STATE FEE FOR REGULATORY COSTS 1/1/22-6/30/22		544.78
79265	03/24/22	Printed	UNITY IT	MDT MANAGED SERVICES -FEB 22		3,972.50
79266	03/24/22	Printed	SAMANTHA MOREE VALLES	SNACK BAR REIMBURSEMENT		45.68
79267	03/24/22	Printed	VANIR CONSTRUCTION	PROFESSIONAL SERVICES -FEB 22 ROCKWELL PARK	G	3,339.90
79268	03/24/22	Printed	VINCENT COMMUNICATIONS INC	REPAIRS FOR RADIOS		563.66
79269	03/24/22	Void		Void Check		0.00
79270	03/24/22	Printed	YAMABE & HORN ENGINEERING, INC	SELMA 2022 STBG/CMAQ TPP APP		50,445.93
TOTAL						659,480.22

Grant: G PD State Appropriation: PDSA (457) Reimbursement: R

SUCCESSOR AGENCY

133	3/24/2022	Printed	CITY OF SELMA	202 SUCCESSOR AGENCY ADMIN EXPENSES FY 20-21	70,544.08
TOTAL					70,544.08

**CITY MANAGER'S/STAFF'S REPORT
CITY COUNCIL MEETING:**

April 4, 2022

ITEM NO: 2.

SUBJECT: Consideration and necessary action to approve The 559 Mural Project Mural Painting on the Salazar Center.

BACKGROUND: The City Council has previously adopted a Mural Policy and application process for public murals in Selma. The policy requires murals to be placed on businesses and to be approved by the owner of the business. The policy also requires approval by the Selma Arts Council. Additionally, as the Salazar Center is a City-owned facility, approval is required by the City Council as the property owner.

At the July 19, 2021 City Council meeting, The 559 Mural Project on the Salazar Center was discussed and continued.

During the discussion, the City Council requested that The 559 Mural Project obtain the following:

- Written consent from the United Farm Workers (UFW) to use their logo as part of the mural;
- Written consent for the City of Selma to use photos of the mural, including the UFW logo, for City-related promotions and on social media;
- Written consent from parents of the youth being represented in the mural;
- Consideration from the muralist to include an English version of the Spanish-language poem which was proposed as part of the mural.

DISCUSSION: Based on the previous discussion and recommendations from the City Council, below are the changes and accommodations that The 559 Mural Project representatives are proposing:

1. The UFW logo will be removed from the mural.
2. The book titles are not subject to copyright. The mural will slightly be revised just using a solid color for each of the books.
3. The parents of the two children that will be represented in the mural did provide a letter to The 559 Mural Project approving the use of the children's images.
4. Consent for the City's use of images of the mural for promotional purposes has been provided.
5. The City Council requested consideration that the poem be depicted in Spanish and English. The 559 Mural Project's cost of adding the poem in English is \$250.00 to the artist. The 559 Mural Project has agreed to pay a \$50.00 deposit fee, but is requesting the City cover the additional cost of \$200.00. With this contribution, The 559 Mural Project would add the City of Selma to the mural plaque as a donor. The Recreation Department has a Salazar Center donation fund, which, if approved, would be able to cover this expense.

6. The 559 Mural Project has requested flexibility in the Mural during the painting phase of the project. The City's policy states that the design of the Mural as presented and approved may not be modified. If a modification is requested, an updated application must be submitted and approved. The 559 Mural Project is requesting City Council allow them some flexibility in the design as described within their Request Form that is attached.

The 559 Mural Project has also recently been awarded a grant in the amount of \$4,000.00 to help cover the team's administrative costs and has raised an additional \$575.00 dollars. A \$500.00 donation is pending and, if approved, will go towards a ceremony of the completed mural project in collaboration with the Boys and Girls Club.

If approved, the mural project will have a six-month completion timeline in accordance with the City's policy.

Attachments:

- Mural Design as Presented.
- Educate to Elevate - Selma Mural Permit Application.
- The 559 Mural Project Production and Copyright and Joint Ownership Agreement.
- Requests – The 559 Mural Project requests for mural design.
- Poem by Aideed Medina – English and Spanish.
- Donor Letter – Salazar Center.
- Selma COI – Certificate of Insurance.

<i>COST:</i> (Enter cost of item to be purchased in box below)		<i>BUDGET IMPACT:</i> (Enter amount this non-budgeted item will impact this years' budget in box below – if budgeted, enter NONE).
\$200.00		\$200.00
<i>FUNDING:</i> (Enter the funding source for this item in box below – if fund exists, enter the balance in the fund).		<i>ON-GOING COST:</i> (Enter the amount that will need to be budgeted each year in box below – if one-time cost, enter NONE).
General Fund: Salazar Center Donation Account Balance: \$1,854.00		None.

RECOMMENDATION: Approve the Mural as proposed at the Salazar Center and Authorize City Manager to execute The 559 Mural Project Mural Application.

Mikal Kirchner, Community Services Director

Fernando Santillan, City Manager





**City of Selma
1710 Tucker Street
Selma, CA 93662
(559) 891-2200
Fax (559) 896-1068**

Mural Application

Applicants: The 559 Mural Project and in partnership with Jose A. Moreno, III	Phone: 415-271-8224
Address: 111 St. Matthews Ave #402,	San Mateo, CA 94401
Property Owner: City of Selma	559-891-2200
Address: 1710 Tucker Street	Selma, CA 93662

1. Mural Details (Explain the nature of the mural including its size and materials utilized):

Mural Subject Matter:

The mural is culturally representative of the people who live in the community which is predominantly Latino, in particular Mexican descent. The mural promotes education, honors farmworkers, and has elements of social justice to shine light on current and relevant issues taking place today that impact the daily life of this community.

Mural Site:

The Salazar Center, 1800 Sheridan Street, Selma, CA 93662

Mural Dimensions:

Width: 62 ft (roughly), Height: 10.5 ft (just before the peak) so possibly add another 6ft

Materials:

Base colors

Chromatic mural paint

Spray Paint

General supplies like paint brushes, buckets, plastic drop cloth, wipes, tape, etc.

Scaffolding and ladder (1 week)

2. Describe why the proposal mural is important to the City of Selma? In particular, please explain the historical significance of the mural with respect to the growth and development of the City of Selma:

Our mural is entitled *Educate to Elevate or Elevamos con Educación*. The theme is four-fold: promoting education, honoring farmworkers, interweaving cultural symbols of Mexican-Americans and Mexicans, and lastly highlighting the ongoing fight for social justice and equity. Below describes the significance of many of the elements represented in the mural

1. We pay homage to farmworkers who can be seen in the foreground tending to the grape vines. A worker is wearing a United Farm Worker (UFW) hat symbolizing the importance of labor unions (still needs to be added to the mural imagery) – that maintain living wages and fight for the rights of farmworkers. The UFW logo is an Aztec eagle referencing the farmworker's ties to their ancestral roots in Mexico. It is particularly important in this time of a global pandemic where we pay homage and respect to our essential workers, in particular those in the agricultural and food service industries.
2. In the mural to the left are hands cupping. Notice the hands are tired and worn from all the work in the fields. The hands though are holding/supporting the growth of a new plant, which could symbolize several items: a new harvest, the next generation, and/or prosperity. And as a community we have to nurture this growth with water, earth, love, care, justice, and equity.
3. Elements of social justice are sprinkled throughout the mural using the vehicle of education – books. We have chosen several book titles, both children and adult books (which we have received feedback from Selma educators and is subject to change as we gather more community feedback) that reflect Mexican-American stories of civil rights, cultural lessons, or even fantastical stories written by notable Latino authors that are not usually taught in American schools. It is through these stories we can gain a better appreciation for Mexican/Mexican-American history, arts, and culture.
4. We also have a monarch butterfly flying through the scene. But if you look closely you'll see a caterpillar crawling as well as a cocoon suspended in the air and preparing itself for a great metamorphosis – becoming a butterfly. The Monarch Butterfly is significant to Mexican culture as it appears ubiquitously during the Day of Dead celebrations (Día de los Muertos). It is believed that monarchs are the souls of their ancestor's – specifically the monarchs carry their loved one to the world of living to visit on the celebrations. To the Mazahua and Otomi ingenious people of Mexico the Monarch butterfly plays a significant role in agriculture and represents the harvester.

Because it's amazing metamorphosis it is seen as a life giver by helping to spread seeds onto the land helping to generate a new harvest. This we can appreciate as the Mexican/Mexican-American community are the Monarch Butterflies for Selma, because without their hard work each harvest Selma's economy would cease to exist.

5. We also have two children which are large and cover the entire right side of the wall. We are highlighting their importance by reflecting on them. They are reading books which they will take in knowledge to expand their minds. They are dreaming of their futures as you can see above them [the children] are adults who appear to be in professional clothing indicating their career choices who are waving back and inspiring them.

6. We will have a poem written by local poet, Aided Medina, a work in progress. We plan to incorporate a poem by Fresno poet, Aided Medina. The poem might be written throughout the mural as if it were a book itself. But we are not sure 100% where this can go until the artists are out on the wall physically painting. Thus, we are requesting flexibility in this process.

7. We also have the mountain scene at the peak of the mural which represents the Sierra Nevada Mountains, literally Selma's backyard. In that scene we have adults in their professions, a graduate and a space researcher, waving to the children.

8. The flowers sprinkled throughout the mural are Marigolds reflecting Mexican culture. The Marigold symbolizes the fragility of life and is commonly used during the Day of Dead celebrations. After this year of the pandemic, reminding us how fragile life is and how many essential workers we lost on the front lines.

9. There is one Monarch Butterfly whose wings have images within them. To the top left of the wing we see a reference to Aztec and Indigenous cultures, to the bottom left we reference the social justice fist with the UFW Aztec eagle etched behind representing the continued fight for equity when it comes to workers' rights. To the top right is a farmworker carrying the crops and to the bottom right an image of family. The latter two images are reminiscent of Diego Rivera's work, a famous Mexican muralist who was also commissioned by President Eisenhower to create beautiful murals in the U.S.

10. We have a positive statement that will be written in Spanish, Sueña en grande; nunca olvides tus raíces." which the kids in the neighborhood will appreciate.

11. We hope that children from the neighborhood could be represented in the mural. We have reached out to both the Salazar family and The Boys and Girls Club Unit Director requesting if there is interest.

References:

1. More Than Monarchs: Understanding Traditions linked to Monarch Butterflies. (2020). Retrieved from.
<https://monarchjointventure.org/blog/more-than-monarchs-understanding-traditions-linked-to-monarch-butterflies>

Through this mural it is our goal to help spark inclusive revitalization and economic development in Selma's Barrio. According to the Selma's Active Transportation Report, it is clear that District 4 is a neglected community where 96% of the population is disadvantaged. One sees that the neighborhood lacks street lights, has poor and aging infrastructure, and lacks groceries stores and other amenities. We see development occurring, but that development appears to be designed to attract new and wealthier residents as opposed to making investments and improvements to a community that has been here for generations. Thus, through mural art and community dialogues our organization is helping to address the gross socio-economic and racial inequities that have negatively impacted this particular community. We hope that by spearheading more mural art or arts in general can empower the community and other leaders to drive inclusive economic development that will give folks in this community a sense of pride and where others can come to appreciate this community more.

3. *What is the timetable to commence and complete the subject mural:

We'd like to start mid-July or beginning of August, however, there are a few factors that could push us into September, which include reaching our funding goal and weather. Our funding goal is \$16,000. The artists' will take seven days to finish should the weather and funding permit.

*Murals must be completed within six months following final approval of the mural project. Failure to complete the project, will be the responsibility of the owner to paint over or be held responsible to pay for expenses paid by the City of Selma to paint over.

Owner's Initial: _____

4. Please explain what individuals, groups or organizations will install the mural? Also, please explain who will be responsible for its maintenance:

4a. The 559 Mural Project is a collective of activists advocating for artists and the arts to address racial injustice and social & economic inequities in the rural communities in Fresno County specifically through mural art and community dialogue. The Fresno Arts Council is our fiscal receiver, *EIN: 94-2902674*, 501 (c)(3).

We are composed of three empowered women born and raised in Selma, CA. We are motivated to address racial and socio-economic inequity through mural art and community dialogue in the rural communities of Fresno County. Our approach is to work with stakeholders such as artists, community activists, business owners, and city officials in order to achieve our goal of creating socially conscious and culturally relevant art that can become a focal point for a community conversation around racial injustice and socio-economic inequity. We hope that the murals will become a living part of the community and act as catalysts for the public to develop creative solutions surrounding inequities that affect our rural communities and can help to move the needle forward on change.

Selena Martinez Mak, Executive Director (LinkedIn- <https://www.linkedin.com/in/selena-martinez-mak/>)

Sirina Renee Resendez, Chief Operations Officer

Keanna Louise Salazar, PR and Marketing Director

Organization website: <https://559muralproject.mystrikingly.com/>

Link to Team Biographies: <https://559muralproject.mystrikingly.com/#the-team>

4b. We like to have a discussion with the city and negotiate terms.

5. Please provide the name, address, phone number and credentials of the artist who prepared the mural design:

Lead Artist:

Mikayla Gutierrez

Phone: 559-571-0280

Address: 911 W. Noble Ave Visalia, Ca 93291

Email: mikaylamgutierrezart@gmail.com

Professional Websites:

<https://www.instagram.com/mikaylamgutierrez/>

Artist Statement:

In my work I have used my love of art to process life experiences. Each piece is not only a study of real life, but are each a glimpse into the realm of my personal thoughts and feelings. Though they reflect some reality, these pieces also help the viewer fall deeper into the imagination of a young latina woman in the Central Valley, myself. Most of my artworks are representations of how I feel about myself, others, and concepts of life. I hope to continue expressing my life through paint to further tell my story.

Biography:

Mikayla Gutierrez is a young Chicana woman native to Visalia, California. Born and raised in the Central Valley, she has used her work to share her identity with the world and represent what it is to be a young female artist in her time. Since a young age, Mikayla has used art as a means of expression of her personal experiences. After spending 2 years studying art at College of the Sequoias, and 4 years into using art as her profession, Mikayla has dedicated her time to perfecting her craft, servicing the community, and using art as a means of living and thriving.

Mikayla has spent the past few years painting and drawing, using her time to work on her craft and exhibit as much as possible. Since the age of 17, she has consistently shown her work at local art shows, farmer markets, and venues. She has also exhibited her work at galleries like Arts Visalia, Arts Consortium, and Arte Americas in Fresno. Understanding that community is important, as well as representation for the Latino community, she has volunteered at the Tulare County library for children's face painting, has taught art classes and has hosted online painting sessions for children of our local libraries. Her greatest achievement was earning a certificate of achievement from the State of California, after painting a 40 foot mural at the Visalia Public Cemetery.

From painting for expression, to painting murals for local businesses, Mikayla has experimented in many mediums, one of those mediums being body art. Mikayla Gutierrez currently works as a professional tattoo artist at Body Art Gallery in Tulare, California, just 15 minutes from her hometown Visalia. She spends most of her time now creating custom black and grey realism tattoos for locals of the area. Inspired by mentors, local artists and her parents, Mikayla uses tattooing as a means of servicing art to the community. In her spare time, she continues her craft in her personal art studio, working on commissions and new mural projects.

Assistant Artists:

Name: Nicole Jimenez

Phone: 559-283-0511

Address: 2604 Peach St. Selma, CA 93662

Email: nikkijimenez89@gmail.com

Professional Website:

https://www.instagram.com/rogue_customs_559/

https://www.instagram.com/nikki_jimenez/

Biography:

Nicole Jimenez is a self-taught artist from Selma, California who has participated and competed in many exhibits across the Central Valley. Some of the places her paintings have been shown include: the Fresno Fair, Fresno City Hall, Fresno Art Hop, Yosemite International Airport, Reedley's Annual Art Hop, as well as past exhibits in Hanford, Kingsburg, and Modesto.

As a child, she drew artistic inspiration from watching cartoons and drawing pictures from comic books; after high school she began to independently study the artists of the Italian Renaissance, and these subjects still continue to be a major influence on her work. Her most current subjects and inspiration for art has been her own family and Mexican-American heritage.

Name: Brandi Nuse-Villegas

Phone: 559-305-2617

Address: 713 East Andrews Ave, Fresno, CA 93704

Email: brandi@nusevillegas.art

Professional Websites:

www.nusevillegas.art

www.instagram.com/nusevillegasart/

www.patreon.com/brandinv

Biography:

Brandi Nuse-Villegas is an artist based in the Central Valley of California. Brandi's work explores the nature of the connections that make up the human experience and the deep desire to restore broken

connections. The invitation to touch her artwork is a strong conceptual and experiential component of that exploration. Her art forms include murals, assemblage, installation, photography, printmaking, drawing, and painting. Currently, she is working on portraiture in social justice contexts.

Brandi has lived in the Central Valley since 1989. Following undergraduate studies in 2000, Brandi returned to her adopted hometown, Dinuba, California, because of the sense of community there and a desire to pursue the vocation of artist within the larger community of the Central Valley. The past decade has afforded her the opportunity not only to make and show art in this context, but also to work with artists in new and developing art councils and communities, assist in the creation of art spaces, promote art making and sharing within faith communities, and teach art and creative expression in community venues. Her exploration of the role of art within the community has also included the practice of impromptu art making with the context of communal gathering and corporate expressions of worship as an element of multi-disciplinary interaction.

Her most recent mural was completed last fall for OnRamps Church in Fresno as part of its revitalization efforts.

Brandi received her B.S. in Studio Art with an emphasis on Drawing and Painting at Biola University in 2000. She will be pursuing her M.A. in Studio Art at California State University Fresno in Fall 2021.

Site: Address: 1800 Sheridan Street, Selma, CA 93662

Assessor's Parcel: APN is 390-083-18T

Current Zoning: Open Space (OS)

Mural Location: Wall facing the basketball courts.

Enclos

- 1) Mural Imagery- JPEG and PDF
- 2) Fresno Arts Council Agreement
- 3) Budget

The 559 Mural Project Production and Copyright Joint Ownership Management Agreement

This Agreement is made and entered into by the 559 Mural Project (henceforth “559”), the Artist known as Mikayla Gutierrez, whose place of business is 911 W. Noble Ave., Visalia, CA 93277, (henceforth “Artist”), and The City of Selma, the owner of the property located at Salazar Center, 1800 Sheridan Street, Selma, CA 93662 (henceforth “Client”) (collectively referred to as the “Parties”), on this date August 21, 2021 (“Effective Date”).

Recitals

WHEREAS 559 desires to produce a mural titled Educate to Elevate, depicting a theme that is four-fold: 1) Promoting education; 2) Honoring farmworkers; 3) Interweaving cultural symbols of Mexican-Americans and Mexicans, specifically focusing on the ancient Aztecs and Oaxacan peoples who have influenced this community for generations and Selma’s El Barrio in particular; 4) Lastly, there are elements of social justice and equity to reflect the continued fight for equality in this country (“The Mural”). The Mural will be depicted on a building wall of a community center located at 1800 Sheridan Street, Selma, CA 93662 (“Mural Site”). A description of the proposed mural, and agreed upon designs and plans are attached to this Agreement as Exhibit A.

WHEREAS Client agrees with the mission of 559 to address racial injustice and social and economic inequalities and is the owner of the Mural Site and desires to commission the construction of the Mural at the Mural Site

WHEREAS The Artist is a recognized professional artist and muralist.

WHEREAS 559 and the Artist have entered into a previous Agreement for the Artist’s services in the construction of the Mural

WHEREAS by this Mural Project Production and Copyright Joint Ownership Management Agreement (the “Agreement”), 559 and the Artist wish to restate their respective duties as co-creators of the Mural and their respective rights and duties in regard to managing the copyright of the Mural.

WHEREAS 559 has entered into a Fiscal Receivership with the Fresno Arts Council (“FAC”), dated October 1, 2020 (the “Fiscal Sponsor”) to permit fundraising and allocate funds raised for the production of the Mural. The Fiscal Receivership is attached to this Agreement as Exhibit B.

Now Therefore, the Parties agree as follows.

Agreements

1. **Mural Description.** The mural shall be culturally representative of the people who live in the community which is predominately Latino of Mexican descent. The mural

promotes education, honors farmworkers, and has elements of social justice to shine light on current and relevant issues taking place today that impact the daily life of this community. The dimensions of the mural shall be Width: 62ft (roughly), Height: 16.5ft.. The Mural will use the following materials: base colors, chromatic mural paint, spray paint, general supplies like paint brushes, buckets, plastic drop cloth, wipes, tape, etc. Scaffolding and ladder. The mural shall be judged complete when a final layer of anti-graffiti coating, specifically VandlSystem 1 gal. VandlGuard One Non-Sacrificial Anti-Graffiti Coating, is applied to the mural.

2. **Ownership.**

- a. **Of the Physical Mural.** Title of the Mural shall remain in 559 and the Artist in equal shares until the Artist receives the second payment pursuant to Section 4(c) of this Agreement, at which time title of the Mural will pass to the Client. In the event of termination pursuant to Section 11(a)(i) or 11(a)(ii) of this Agreement, the Client shall own the Mural in whatever degree of completion and shall have the right to complete the Mural according to the final design in Exhibit A, and the rights to exhibit and sell the Mural if the Client so chooses. Client shall have no ownership interest whatsoever in the Mural Intellectual Property, as defined below.
- b. **Of the Mural Intellectual Property.**
 - i. “Intellectual Property” Refers to intangible, non-physical creations of the human mind that are recognized by law. Intellectual Property includes, but is not limited to: Copyright, Trademark, Patent, Trade Secret, Publicity Rights, Moral Rights, and rights against Unfair Attribution.
 - ii. Copyrights. 559 and the Artist shall be joint authors and copyright holders. 559 and the Artist shall each own copyright in the Mural in equal shares, with the exception of any existing work that the Artist has incorporated into the Mural and identified in Exhibit A. 559 and the Artist agree to be bound by the restrictions in this Agreement upon their individual exercise of their copyrights in the Mural. **THIS AGREEMENT LIMITS THE ARTIST’S ABILITY TO EXERCISE THEIR COPYRIGHT IN THE MURAL.**
 - iii. Other Intellectual Property. Any other Intellectual Property arising from the creation of the Mural, with the exception of the Artist’s existing work listed in Exhibit A, shall belong to 559 and the Artist collectively, and exercise of such rights shall be a unanimous decision between 559 and the Artist.
 - iv. Transfer Restrictions. 559 and the Artist may not transfer their copyrights or other Intellectual Property under this Agreement to any third party except their designated heirs at death, or while living, to all other joint authors under this Agreement in equal shares. During the course of creating the Mural, 559 and the Artist may unanimously agree that another

party may be designated a joint author and own an equal share of the Mural Copyrights and Intellectual Property under this Agreement.

- v. Dissolution of 559. In the event that 559 dissolves at a future date, all ownership shares of the Mural that belong to 559 shall go to Artist. Artist will have complete ownership of the copyright of the Mural as of the date of 559's dissolution. 559 must inform Artist within thirty (30) days of dissolution. Artist will be responsible for updating the United States Copyright Office in the event that Artist receives full copyright of the Mural. 559 will use best efforts to assist Artist in recording the transfer of ownership with the United States Copyright Office.

c. License to Client

- i. 559 and Artist grants to the City and its assignees an irrevocable license to make two-dimensional reproduction of the Artwork for non-commercial purposes, including, but not limited to, reproductions used in brochures, the official City of Selma website (<https://www.cityofselma.com/>), media publicity, and exhibition catalogues or other similar publication provided that these rights are exercised in a tasteful and professional manner.
- ii. All reproductions by the City shall contain a credit to the Artist and 559 and a copyright notice in substantially the following form: © 2021 Mikayla Gutierrez and the 559 Mural Project.
- iii. If the Client wished to make reproductions of the Mural for commercial purposes including, but not limited to, tee shirts, post cards and posters, the Client and 559 shall execute a separate agreement to address the terms of the license granted by the 559 and the royalty that 559 and the Artist shall receive.

3. Mural Design.

- a. **Initial Meetings.** Prior to any work beginning at the Mural Site, 559 and Artist shall schedule and hold a minimum of four (4) and a maximum of six (6) meetings, not to exceed two (2) hours each, and shall consult with each other on the Mural design, promotional materials, signage and all "Creative Matters". "Creative Matters: shall mean all artistic, graphic, and design elements for the entire mural. Client must approve the final design of the mural before any installation begins. The final agreed-upon designs and a description shall be attached to this Agreement as Exhibit A.
- b. **Permits and Permissions.** The Client shall obtain any and all permits and permissions necessary for installation of the Mural at the Mural Site.
- c. **Design Edits.** Artist and 559 shall cooperate to create the final design of the Mural. In addition to the Artist Compensation and Net Proceeds, below, Artist

will be paid \$15/hour for their time spent working on the Design of the Mural for the Initial Meetings, to a maximum of \$350 (“Design Compensation”). Artist will invoice 559 for Design Compensation. 559 shall cause Artist to be paid the Design Compensation within seven (7) days of receiving Artist’s invoice.

- d. Design Changes.** Any changes to the design in Exhibit A must be made in a writing signed by all Parties to this Agreement.
 - e. Commencement of Mural.** Only design and illustration work may be started, and no work may be started on the actual Mural until at least 75% of the funds required for the entire Mural have been raised and such contributions actually have been received by the Fiscal Sponsor. Furthermore, work at the Mural Site will commence only after the Parties indicate their agreement as to the Mural design by signing and dating Exhibit A. Work on the Mural will begin no later than the Commencement Date given in Exhibit A of this Agreement. (“Commencement Date”).
- 4. Artist Duties, Representations, and Warranties.** Artist shall be responsible for the design of the Mural and its construction. Artist’s work shall be completed no later than the completion date listed in Exhibit A of this Agreement (“Completion Date”). If, in the Artist’s judgement, the Mural cannot be completed by the Completion Date, Artist will give written notice to 559 and Client within three (3) days upon becoming aware of a delay, and the anticipated date that the Mural will be completed. Upon approval from 559 and Client, the Completion Date may be changed to the new date.
- a. Independent Contractor.** In the performance of the Mural production, it is expressly understood that Artist, including Artist’s affiliates, agents, volunteers, employees, and subcontractors, is an independent contractor solely responsible for their/his/her acts and omissions, and Artist shall not be considered an employee of 559 or Client for any purpose.
 - b. Artist Crew.** In the performance of the Mural production, it is expressly understood that Artist will not hire, employ, or use additional crew beyond that disclosed to 559. Further crewmembers may be added by written agreement between 559 and Artist. It is expressly understood that any crew members hired, employed, or used by Artist are employees, volunteers, or independent contractors of Artist, and in no event will be an employee of 559 or Client. 559 or Client shall have no obligation regarding any employee, volunteer, or independent contractor of Artist.
 - c. Compensation.** Artist will be paid a flat fee of \$3,500. (“Artist Compensation”). This payment will be made in two installments. The first payment will be made no later than fourteen (14) days after date this Agreement is signed. The second payment will be made no later than fourteen (14) days after the final layer of anti-graffiti coating, listed in Section 1 of this Agreement, is applied. Artist Compensation may be adjusted by an agreement signed by both Parties if circumstances make a material change to the design necessary. If a material change is needed, Artist must provide written notice to 559 within three (3) days

of becoming aware of the necessary change. In addition to the Artist Compensation listed in this Section and the Design Compensation in Section 3(c) of this Agreement, Artist may also receive Net Proceeds as defined in Section 6 of this Agreement. Artist will only receive Net Proceeds once their second payment under this Section has been received.

- d. **Attribution.** Notwithstanding the restrictions on Individual Exercise of IP Rights listed in Section 5 of this Agreement, Artist may depict the Mural on their website, on their social media accounts, and in their professional portfolio as an example of Artist's work. Artist shall be credited as co-creator on all promotional materials.
- e. **Original Work.** Artist represents and warrants that the mural is the sole work of the Artist and does not infringe the intellectual property rights of any third parties. Artist shall provide written releases to 559 from any persons, models, companies or other authors who are depicted in Artists Drafts attached to this Agreement in Exhibit A, or any final contributions to the Mural, in a form acceptable to 559.
- f. **Licenses.** Artist represents and warrants that they hold all licenses that are required by the state for their/her/his profession.
- g. **559 Dissolution.** In the event of 559's Dissolution, all restrictions on Artist's rights to exercise her copyright in the Mural shall be terminated. On the effective date of 559's dissolution, Artist will then be responsible for all licensing and enforcement actions of the Mural. Artist will no longer collect "Net Proceeds" as defined in Section 6 of this Agreement, but rather shall collect one hundred percent (100%) of all income from the Mural.

5. 559 Duties, Representations, and Warranties

- a. **Fundraising.** 559 shall be the lead fundraiser responsible for raising funds for production of the Mural. 559 shall make reasonable efforts to engage third parties as supporters and sponsors of the Mural.
- b. **Licensing. 559 SHALL BE THE EXCLUSIVE LICENSING AGENT FOR THE MURAL.** As the exclusive licensing agent, 559 shall have the sole and exclusive right to grant to third parties any right to reproduce, display, copy, create derivative works or otherwise use the Mural as the exclusive licensing agent for the Mural. The Artist will refer all requests to use the Mural for any purpose to 559.
- c. **Insurance.** Insurance for the Mural shall be secured and provided by 559 in accordance with Section 6 of Exhibit B.
- d. **Enforcement.** The powers and responsibilities 559 as the exclusive licensing agent for the Mural include the exclusive right to issue take down letters, negotiate, and to sue to enforce the Parties' copyrights in the Mural for any past, present, or future infringements of such copyrights ("Enforcement Actions"). 559 shall bear all costs and fees of such Enforcement Actions. Artist shall not

institute any take down notices, legal actions, or lawsuits of any kind arising from or related to the Mural and shall instead promptly notify 559 of any such infringements which come to Artist's attention. Artist shall cooperate fully with 559 in any enforcement action at no charge.

- e. **Agent's Commission.** 559 shall retain eighty percent (80%) of all Net Proceeds earned from licensing the Mural, and any awards from Enforcement Actions. The remainder of the Net Proceeds after the Agent's share shall be divided equally between 559 and Artist in accordance with Section 6 of this Agreement. In the event of 559's dissolution, 559 shall no longer collect an Agent's Commission for the Mural, and one hundred percent (100%) of all proceeds shall instead go to Artist.
- f. **Bookkeeping.** In accordance with the Fiscal Receivership attached as Exhibit B to this Agreement, FAC will maintain records of all income and expenses for the Mural, and for preparing any 1099s due to the Artist from the Net Proceeds, as "Net Proceeds" is defined below. Any financial reports related to Mural will be made available to the Artist within seven (7) business days upon request by the Artist to 559.
- g. **Work Time.** 559 represents and warrants that 559 will not set work hours for Artist except the Date of Commencement and Date of Completion.
- h. **Other Works.** 559 represents and warrants that Artist is free to take other clients, and work on other matters during the term of this Agreement, as long as such work and matters do not conflict or interfere with Artist's duties under this Agreement.

6. Net Proceeds.

- a. **Definition.** "Net Proceeds" shall mean the gross revenues actually received from any and all sources, *less* the actual costs and fees associated with such direct sales, licensing, or enforcement (such as costs of goods sold, legal fees, filing fees, agent's percentages (if any), postage and shipping, costs of litigation, and the like), *and less* a mutually agreed reserve for costs of goods sold, and vendors. For example, in an enforcement action, if an infringer pays \$10,000 to settle an infringement, and 35% of that (\$3,500) is paid to a lawyer for negotiating it, there remains \$6,500 in Net Proceeds to be distributed equally to 559 and Artist.
- b. **Division of Net Proceeds.** 559 and Artist shall divide the "Net Proceeds" of any direct sales of Mural merchandise, paid Licenses, and from enforcement of their IP Rights in the Mural equally.
- c. **Distribution of Net Proceeds.** 559 will distribute any moneys owed to Artist from Net Proceeds twice a year on the dates January 1st and June 30th.

7. Restoration, Repair, and Removal

- a. Restoration Schedule.** Client shall decide when the Mural needs to be repaired and restored, the budget for such repair restoration, and how to raise the funds necessary for such repair or restoration. Notwithstanding the above, if Artist believes that the mural is not being repaired, Client must meet with Artist to discuss the matter within fourteen (14) days upon written notice from Artist.
 - b. Responsibility for Repair.** Client shall be responsible for all repairs to the Mural. Any job to repair the Mural must first be offered to the Artist to complete at the rate of \$75/hour.
 - c. Modification.** No modifications may be made to the installed Mural without the unanimous consent of all parties. If any unauthorized changes are made to the Mural following its installation, Artist and 559 may remove their names from the project.
 - d. Removal.** Client may remove the mural at Client's expense if Client reasonably determines that the Mural is harming the Mural Site or limiting Client's ability to use the Mural Site for the purpose for which it is intended; provided that Client shall provide Artist and 559 with sixty (60) days' notice that Client intends to remove the mural at the end of the notice period. Before the end of the sixty-day period, Client must meet with Artist and 559 to discuss whether or not the Mural may remain at the Mural Site. If the Parties cannot agree that the Mural will remain at the Mural site, then Client shall work with Artist and 559 to find another suitable site for the mural.
- 8. Taxes.** FAC shall deduct all appropriate taxes from any payments made to any Party under this Agreement. Artist will be responsible for deducting any and all appropriate taxes to any of their employees or independent contractors and shall comply with all government requirements.
- 9. Indemnification.** To the extent legally permissible, each Party shall indemnify, hold harmless, and defend the other Party and the Party's agents, affiliates, employees, and volunteers against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or related to the indemnified Party's own intentional or grossly negligent acts, omissions, or performance of the indemnifying Party's obligations hereunder ("Indemnified Claims"), including but not limited to those for breach of a third party's Intellectual Property Rights, claims by a Party's employees or subcontractors against another Party, personal or property injury, or for payment owed to a third party by the Party whose indemnification is sought (the "Indemnifying Party"). The Parties or Party seeking indemnification shall provide the Indemnifying Party with reasonable notice, authority, and information to defend against such Indemnified Claims and will cooperate with the Indemnifying Party's defense efforts. The Party seeking indemnification may retain their own counsel to defend such Indemnified Claims at the Indemnifying Party's expense if the Indemnifying Party fails to reasonably and timely respond to the tender of an Indemnified Claim for defense and Indemnification.

10. Confidentiality. Each Party agrees that the terms of this Agreement will be kept confidential and will not be disclosed to any third-party, except: (a) As required in response to a court order or subpoena, after giving prior notice to the other Party and sufficient time for that Party to object to such disclosure, if possible; (b) To a governmental entity in connection with a tax audit or to comply with a tax obligation; (c) As otherwise required by law; (d) To the mediator/arbitrator in any mediation/arbitration regarding this Agreement; and (e) To the Party's attorneys, accountants, and tax advisers. If this Agreement or any of its terms are required to be filed in court or other public forum, each Party shall, to the extent possible, file this Agreement or its terms under seal or other similar permitted means, to prevent public disclosure of this Agreement and/or any of its terms. Notwithstanding the foregoing, each Party may disclose to third-parties that they have entered into a fiscal sponsorship agreement. This Agreement's terms, however, shall not be disclosed by any Party to any third-party except as provided herein.

11. Termination

- a. For Cause.** This Agreement may be terminated for Cause by a unanimous decision of 559 and the Artist. "Cause" shall mean:
 - i.** if the Fiscal Sponsor terminates the Fiscal Sponsorship Agreement under Section 11 of the Fiscal Sponsorship Agreement in Exhibit B; or
 - ii.** The Client does not grant permission to install the Mural; or
 - iii.** if insufficient funds are raised to create and install the Mural; or
 - iv.** If the Parties are unable to agree on the design of the mural and neither Party wishes to proceed to mediation; or
 - v.** Failure to raise sufficient funds from direct sales, licensing, and enforcement of the Mural to make the production and management effort worth continuing.
- b. Without Cause.** This Agreement may be terminated without Cause by a unanimous decision of 559 and the Artist; or if dissolution, bankruptcy, or insolvency of either Artist or 559 occurs.
- c. What Happens Upon Termination.**
 - i. Funds Dispersed.** Funds raised or reserved to date shall first be used to pay any outstanding debts or obligations related to the Mural, then to Artist according to the Section 4(c) of this Agreement, and then to the Fiscal Sponsor in accordance to Section 11 of the Fiscal Sponsorship Agreement listed as Exhibit B attached to this Agreement. 559 shall be responsible for notifying third parties such as contractors, including the Fiscal Sponsor, of the termination of the project. Artist is responsible for notifying their affiliates, employees, volunteers, and independent contractors of the termination of the project.

- ii. **Restrictions on Intellectual Property.** No restrictions on the Party's exercise of their individual IP rights shall remain in place and each Party may do as they wish with their IP Rights. Artist will no longer be eligible to receive Net Proceeds as defined in Section 6 of this Agreement.

12. Force Majeure. No Party under this Agreement shall be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; epidemics; explosion; riots; power failures; computer failure and any such circumstances beyond its reasonable control as may cause interruption, loss or malfunction of utility, transportation, computer (hardware or software) or telephone communication service; accidents; labor disputes; acts of civil or military authority; governmental actions; damage or destruction of the facilities or locations where performance is required, denial of permits or permissions required for performance, or any other causes, contingencies, or circumstances anywhere in the World which prevent or make that Party's performance under this Agreement impractical or impossible (a "Force Majeure Event"). If a Force Majeure Event occurs, the non-performing Party shall not be deemed to have breached this Agreement. Further, in the event that a Party is unable to meet its obligations because of such Force Majeure Event and the Mural is cancelled, the non-performing Party shall have no obligation to reschedule or refund fees paid hereunder.

13. Miscellaneous

- a. **Entire Agreement.** This Agreement contains the entire agreement of the Parties and supersedes all prior negotiations and proposed agreements, written or oral. The Parties acknowledge and warrant that neither they, nor their respective agents or attorneys, have made any promise, representation, or warranty whatsoever, expressed or implied, not contained in this Agreement to induce the execution of this Agreement. Each Party acknowledges and warrants that they have not relied on any promise, representation, or warranty not contained in this Agreement in entering into this Agreement. Any promise, representation, or warranty that is not specifically contained in this Agreement will not be valid or binding on the Parties.
- b. **Modification.** Any modifications of this Agreement must be in writing and must be signed by the Parties by the modification.
- c. **Choice of Law.** This Agreement was entered into in the State of California. All rights and obligations arising out of this Agreement shall be construed under the laws of the State of California.
- d. **Successors.** The Parties intend this Agreement to be legally binding upon and shall inure to the benefit of each of them and their respective successors, assigns, executors, administrators, heirs, and estates.

- e. **Surviving Language.** Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement. The headings within this Agreement are purely for convenience and are not to be used as an aid in interpretation.
- f. **Arbitration.** Any dispute or claim arising out of or relating to this Agreement, or an alleged breach thereof, shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association. If the Parties are unable to agree on such an arbitrator, one will be appointed by the American Arbitration Association. The prevailing Party in any such arbitration shall be entitled to recover reasonable attorney's fees and costs incurred in connection with the arbitration.
- g. **Mediation.** At least 30 days prior to demanding Arbitration pursuant to Section 13(f), above, the Parties agree that any dispute or claim arising out of or relating to this Agreement, or an alleged breach thereof, shall be mediated before a mutually agreeable neutral mediator selected by the Parties. If the Parties are unable to agree on a mediator, the Parties agree to mediate the dispute before a mediator or mediation panel selected by American Arbitration Association, or its successor. All costs of mediation shall be equally borne by the Parties. The mediation process shall continue until the dispute is resolved, until the Parties agree that mediation cannot resolve the dispute, or until such time as the mediator makes a finding that there is no possibility of resolution of the dispute through mediation.
- h. **Execution.** This Agreement may be executed by the Parties in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signatures and signature pages sent by electronic mail shall be binding as though they are originals.
- i. **Correspondence and Notices.** Any Correspondence and Notices will be to the Parties at the email addresses immediately in this Section, or to such other places that the Parties designate from time to time in writing.
 - i. **559 Email Address:** the559muralproject@gmail.com
 - ii. **Artist Email Address:** mikaylamgutierrezart@gmail.com
 - iii. **Client Email Address:** _____
- j. **Reliance.** The Parties agree that they have not relied upon any other promise, representation or warranty, other than those contained herein, in executing this Agreement.
- k. **Authority to Sign.** Each person signing this Agreement represents and warrants that they/she/he has the authority to sign it and to bind any company on whose behalf they/she/he purports to sign.

Signatures

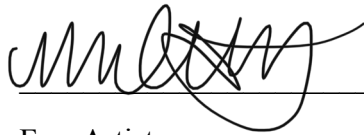
IN WITNESS WHEREOF, The Parties understand, agree to, and have executed this Agreement in Selma, CA on the dates below.



8/21/2021

For: The 559 Mural Project

Date



08/25/21

For: Artist

Date

For: Client

Date

1. During our previous meeting (in June 2021) with the City, they requested the Spanish version of the poem. We spoke with the poet, Aideed Medina, and this will require a \$250 fee. In good faith, we have paid the \$50 deposit so that we can have the Spanish version ready for our next meeting and thus we are requesting the City pay for the remaining balance of \$200 to Aideed Medina. Because of this contribution we can add the City of Selma to our mural plaque for recognition as a donor.
2. We are also asking for 3 pieces of flexibility by the Selma Arts Council in our execution of the Mural:
 - a. First, we ask that you grant us flexibility in making changes to the mural as we are executing it, meaning that major images, concepts, and writing will be kept but artists may be allowed to choose, for example, to change the color of the children's t-shirt, the addition of something like a bird, or the relative size of an element. We ask this, because, as an organization that advocates for the arts and artists, our artists need that flexibility in order to free their voice and allow true expression to take place while keeping to the clear guidelines you have set in the Mural Permit Guidelines.
 - b. Second, we ask that you grant us flexibility regarding the poem and where it will be placed within the mural. The current rendering of the mural you see in the proposal does not include the poem, which is a critical piece of the purpose of the Mural. In conversations with the artists, they recommended integrating the poem within the art piece during the process of creation so that it becomes a unified piece.
 - c. Lastly, we also ask you to grant us flexibility in the imagery of the two children.
 - i. Child one will represent the Salazar family, which you all know is central to the barrio.
 - ii. The family has agreed that the grandson of Karl Salazar, whose name is also Karl will be used in the mural.
 - iii. Regarding the second child in the imagery, we would like to illustrate is Samantha Cruzpedro who tragically died in 2020 which deeply impacted the community, especially since the original mural was removed for unknown reasons.
 - iv. These two children would represent our hopes and dreams for the next generation while celebrating those we may have lost.
 - d. We believe your pre-approval in this respect would make the most efficient use of your time, insight, and vision as well as that of our team and our team of artists so that we do not have to call emergency meetings.

Begin
the day with sights on
each and every opportunity,
a place the mind and spirit can call home.
Equity, in action,
you and I working to ensure
the air and water are clean
for everybody,
that our schools and libraries house
books and hopes,
on which to reach,
the next level
of books and hopes.
Selma builds on justice and vision,
a world of equity,
a city of bounty shared by all.

Todas las oportunidad
posibles
seran el comienzo
de cada dia,
un pueblo orgulloso de nuestras aspiraciones y dispuesto a nuestras comunidades.
Equidad, un hecho.
Tu y yo ,
luchando,
asegurando
la calidad de nuestra agua y nuestro aire,
de nuestras escuelas y bibliotecas.
Paso a paso
construyendo el paso por venir.
Selma, ciudad que se edifica con visión y justicia,
un pueblo de equidad,
un pueblo que comparte su abundancia.

The poem has been translated into Spanish and requesting the City to help pay the translation fee since the City asked it be written in Spanish. With their donation, we will recognize the City of Selma on our mural plaque.

November 9, 2021

Dear Potential Donor,

We are The 559 Mural Project, three empowered women born and raised in Selma, California. Some communities in Selma have been disinvested in and the 559 Mural Project is working to create mural art in order to spark inclusive revitalization and to strengthen pride in our hometown. If you are not yet familiar with our work we are the organization responsible for the production of the “De Colores” Mural at La Estrella Market on Whitson Ave.

We need your help to launch our next project at the beloved Salazar Center in El Barrio! For our next mural project, we have partnered with Jose A. Moreno, III, board member at the Selma Arts Council and three local artists Mikayla Gutierrez of Visalia, Nicole ‘Niki’ Jiménez of Selma, and Brandi Nuse-Villegas of Fresno. The mural is called “Educar para Elevar”, promoting imagery of education, honoring farmworkers, interweaving cultural symbols of Mexican-Americans and Mexicans. The mural imagery has already been approved by the Selma Arts Council and are confident we’ll be approved by the City of Selma next spring. As you know, the Salazar Center currently is home to clients such as the Boys & Girls Club where neighborhood children come to engage in incredible learning experiences and build community. **We need your support to use art to bring inclusive investment and revitalization and spark inspiration for learning. The cost of the mural is \$16,000.** This includes a whole host of expenses from artists fees, supplies, paint, equipment, general administration, operational, and promotional costs including a celebration event to unveil the mural, including a community dialogue, topic TBD at a later date.

With your generous support we can make a meaningful impact in our rural communities. **Get recognized by the local community!** We’ll display a plaque on/near the mural for community members and partners who give the requested donation tier levels (below). Please see an attached copy of the mural imagery.

We believe in creating a bright future for all in Selma. We’re excited to partner with you!

Sincerely,

Selena Martinez Mak (she/hers), Co-Founder & Executive Director
Sirina Renee Resendez (she/hers), Co-Founder & Operations Director
Keanna Louise Salazar (she/hers), PR & Marketing Director

Plaque Donation Levels

Large/Medium Companies \$1000	Foundations \$500	Small Business \$250
Teachers, School Admin \$100	Community Members \$50	Children \$1-\$5

SUPPORT YOUR COMMUNITY THROUGH ART

Donate Online

<http://bit.ly/GoFundMe559>

Please specify that this donation is to go to Selma's Salazar Center Mural

[QR CODE]



Donate By Check

Make checks payable to:

Fresno Arts Council

Please write on the note section of check: The 559 Mural Project

Mail To:

Selena Martinez Mak

PO BOX 1002

Selma, CA 93662

The Fresno Arts Council is our fiscal receiver, Tax-ID 94-2902674, 501c3.
All Donations are 100% Tax Deductible.

About 559 Mural Project

We are The 559 Mural Project and we're motivated to address racial and socio-economic inequity through mural art and community dialogue in the rural communities of Fresno County. Our approach is to work with stakeholders such as artists, community activists, business owners, and city officials in order to achieve our goal of creating socially conscious and culturally relevant art that can become a focal point for a community conversation around racial injustice and socio-economic inequity. We hope that the murals will become a living part of the community and act as catalysts for the public to develop creative solutions surrounding inequities that affect our rural communities and can help to move the needle forward on change. We were inspired by fellow art educator, activist, and mural producer, Vicki Filgas Trevino, who helped bring the community together to create mural art in Selma's downtown after the economic crash of 2008. We are building upon this work to bring mural art to those communities that have been dis-invested in order to spark inclusive revitalization and strengthen community. Visit us at <https://bit.ly/the559muralproject>.

Our Work

We are the organization responsible for the production of the "De Colores" Mural at La Estrella Market on Whitson Ave which was painted by talented muralist team Ariel Bird Howe, Mauro Carrera, Mike Howe, Eddie O. Rodriguez, and Goku The Pink King. Our mural unveiling event demonstrated the community's appreciation for Selma's first mural celebrating Mexican American/Mexican and Chicano heritage, as well as, recognizing the realities of injustices that still impact our communities. We accomplished a great deal in little time because of an incredibly collaborative process and the financial support from the community. Our work was recognized by former Congressman TJ Cox of California, D-21.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/25/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Walter R Reinhardt Insurance Agency, Inc. 499 West Shaw Avenue, Ste. 130 Fresno CA 93704-2516		CONTACT NAME: Regina Smith PHONE (A/C, No, Ext): (559) 226-4700 E-MAIL ADDRESS: regina@reinhardtinsurance.com FAX (A/C, No): (559) 226-2345	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: NONPROFITS INS ALLIANCE OF CA	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2021-2022 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			2021-21816	09/07/2021	09/07/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 Liquor Liability \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			2021-21816	09/07/2021	09/07/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			2021-21816A-UMB	09/07/2021	09/07/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Social Service Professional Liability Directors & Officers			2021-21816 & 2021-21816-DO	09/07/2021	09/07/2022	1,000,000 occ 2,000,000 agg 1,000,000 occ 1,000,000 agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re; Salazar Community Center, 1800 Sheridan St., Selma, CA 93662

CERTIFICATE HOLDER**CANCELLATION**

City of Selma
1710 Tucker Street

Selma

CA 93662

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**CITY MANAGER'S/STAFF'S REPORT
CITY COUNCIL MEETING:**

April 4, 2022

ITEM NO: 3.

SUBJECT: Consider Extending the Stay of Enforcement regarding the Removal of an
Illegal On-Premise Advertising Display at 1630 2nd Street

BACKGROUND:

On September 20, 2021, the Selma City Council unanimously voted to declare an abandoned sign located at 1630 2nd Street a public nuisance. The owner was ordered to abate the nuisance by removing the illegal on premise advertising display. After a public hearing was held on November 1, 2021 to consider objections to the City Council's direction to City staff to remove the illegal advertising display, the Council voted to adopt Resolution No. 2021-63R (attached) ordering the City removal of the display. Additionally, the Council directed staff to stay enforcement of the abatement for a period of 90 days to give the property owner additional time to make progress on his planned development project at the site, as the property owner had recently paid planning application fees for his project, but had not submitted a completed application as needed by the Planning Division to adequately assess the proposed project. On February 7, 2022, Council extended abatement for an additional 60 days. However, since the November 1st public hearing, the property owner has not submitted a completed project application, though Planning Department staff has been in contact with the property owner and his project engineer. To date, no significant additional progress has been made on the project.

At this time, staff requests Council's direction to move forward with the City's abatement of the illegal on premise advertising display or to extend the stay of enforcement of abatement for an additional period of time. If the Council directs staff to move forward with the abatement, the City shall remove the display utilizing City forces, or a contractor will be retained by the City to do so, and the cost of such removal shall be assessed against the Property as a lien which will remain on the Property until paid in full pursuant Selma Municipal Code Section 8-5-8 and California Business and Professions Code §5499.1 et. seq.

<u>COST:</u>		<u>BUDGET IMPACT:</u>
<i>Undetermined. The staff will need to evaluate whether the removal can be done by City forces or should be done through a contractor and the cost would be determined at that time.</i>		<i>Temporary. The City would bare the costs of removing the illegal signs which would be recovered by being made a lien against the property until paid.</i>
<u>FUNDING:</u>		<u>ON-GOING COST:</u>
Funding Source: <i>General Fund</i> Fund Balance:		<i>None.</i>

RECOMMENDATION: Direct City staff to move forward with the City's abatement of the illegal on premise advertising display or to extend the stay of enforcement of abatement for an additional period of time.

Rob Terry, Deputy City Manager

RESOLUTION NO. 2021-63 R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF SELMA ORDERING THE CITY REMOVAL OF AN ILLEGAL ON-PREMISES
ADVERTISING DISPLAY LOCATED AT 1630 SECOND STREET**

WHEREAS, the City of Selma issued a Notice to the owner of the property located at 1630 2nd Street, Selma, California, Fresno County Assessor Parcel No. 388-155-22 the "Property"), that the City Council would consider a Resolution declaring an on-premises advertising display located on the Property illegal and a public nuisance as required by Business and Professions Code §5499.2(b): and

WHEREAS, the sign is an illegal advertising display within the meaning of Business and Professions Code §5499.1 because it is an on-premises advertising display that was legally erected, but has ceased to be used to identify or advertise any ongoing business, and has not been used for that purpose for a period of not less than 90 days prior to October 16, 2020; and

WHEREAS, on November 2, 2020 the City Council of the City of Selma did conduct and continue a public hearing to December 7, 2020 pursuant to Business and Professions Code §5499.2 to determine whether the sign was an illegal on-premises advertising display and a public nuisance; and

WHEREAS, on December 7, 2020 the City Council of the City of Selma did conduct the continued public hearing pursuant to Business and Professions Code §5499.2 to determine whether the sign was an illegal on-premises advertising display and a public nuisance and continued the public hearing to January 19, 2021; and

WHEREAS, on January 19, 2021 the City Council of the City of Selma did conduct the continued public hearing pursuant to Business and Professions Code §5499.2 to determine whether the sign was an illegal on-premises advertising display and a public nuisance and continued the public hearing to March 15, 2021; and

WHEREAS, on March 15, 2021 the City Council of the City of Selma did conduct the continued public hearing pursuant to Business and Professions Code §5499.2 to determine whether the sign was an illegal on-premises advertising display and a public nuisance and continued the public hearing to May 17, 2021; and

WHEREAS, on May 17, 2021 the City Council of the City of Selma did conduct the continued public hearing pursuant to Business and Professions Code §5499.2 to determine whether the sign was an illegal on-premises advertising display and a public nuisance and continued the public hearing to July 19, 2021; and

WHEREAS, on July 19, 2021 the City Council of the City of Selma did conduct the continued public hearing pursuant to Business and Professions Code §5499.2 to determine whether the sign was an illegal on-premises advertising display and a public nuisance; and

WHEREAS, on September 20, 2021 the City Council of the City of Selma did conduct the continued public hearing pursuant to Business and Professions Code §5499.2 to determine whether the sign was an illegal on-premises advertising display and a public nuisance and voted unanimously

to adopt Resolution 2021-56R declaring the illegal advertising display at 1630 2nd Street a public nuisance and ordering the sign abatement and removal; and

WHEREAS, on November 1, 2021 the City Council of the City of Selma did conduct a public hearing to consider objections to the City Council's direction to City staff to remove the illegal advertising display.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

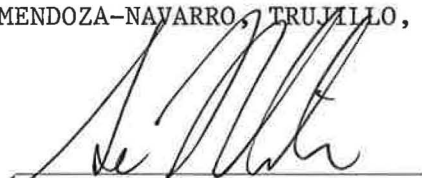
1. The forgoing recitals are true and correct and incorporated herein as though fully set forth at this point.

2. The advertising display located on the Property identified in this Resolution is an illegal on-premises advertising display as defined by Business and Professions Code §5499.1 and a public nuisance, and the property owner has failed to abate the nuisance by removing the illegal on-premises advertising display located on the Property.

3. Pursuant to Selma Municipal Code Section 8-5-8 and California Business and Professions Code §5499.1 et. seq., the City shall remove the advertising display utilizing City resources, or a contractor retained by the City to do so, and the cost of such removal shall be assessed against the Property as a lien which will remain on the Property until paid in full.

This Resolution was duly adopted by the City Council of the City of Selma at a regular meeting on the 1st of November, 2021 by the following vote:

AYES: 5 COUNCIL MEMBERS: GUERRA, MENDOZA-NAVARRO, TRUJILLO, CHO, ROBERTSON
NOES: 0 COUNCIL MEMBERS: NONE
ABSTAIN: 0 COUNCIL MEMBERS: NONE
ABSENT: 0 COUNCIL MEMBERS: NONE



Scott Robertson, Mayor

Reyna Rivera, City Clerk