

**CITY OF SELMA
WORKSHOP/PRE-COUNCIL MEETING
April 6, 2015**

The Workshop/ pre-Council meeting of the Selma City Council was called to order at 4:01 p.m. in the Council Chambers. Council members answering roll call were: Derr, Montijo, Rodriguez, Mayor Pro Tem Avalos and Mayor Robertson.

Also present were City Manager Grey, City Attorney Costanzo, Community Services Director Kirchner, Financial Consultant Yribarren, Fire Chief Kain, Police Lieutenant Dyck, and interested citizens.

The agenda for this meeting was duly posted in a location visible at all times by the general public seventy-two hours prior to this meeting.

ROCKWELL BASIN PRESENTATION: City Manager Grey provided a PowerPoint presentation on a conceptual park plan located at the Rockwell Pond Basin that was drafted as part of the COG Circuit Planner program. City Manager Grey also provided and discussed with Council a park proposal received from The Raven Company. After much discussion, the consensus of Council was to direct staff to receive public input on the the conceptual park plan located at the Rockwell Pond Basin.

DEVELOPMENT IMPACT FEE PRESENTATION: Mr. Scott Thorpe Sr. Vice President of Revenue & Cost Specialists, LLC stepped forward and summarized for the Council the method of preparation of the nexus report and the conclusions drawn from that report. He further provided explanation on the impacts that each type of dwellings cause to each city service.

After much discussion, Council thanked Mr. Scott Thorpe for his presentation.

EXECUTIVE SESSION: At 5:04 p.m., Mayor Robertson recessed the meeting into Executive Session to discuss the following: One case of Potential Litigation; and Conference with Labor Negotiator regarding the Selma Police Officers Association (SPOA).

The meeting reconvened at 6:05 p.m., with Mayor Robertson announcing that there was no reportable action.

ADJOURNMENT: There being no further business, the meeting was adjourned at 6:06 p.m.

Respectfully submitted,

Reyna Rivera
City Clerk

Scott Robertson
Mayor of the City of Selma

**CITY OF SELMA
REGULAR COUNCIL MEETING
April 6, 2015**

The regular meeting of the Selma City Council was called to order at 6:13 p.m. in the Council Chambers. Council members answering roll call were: Derr, Montijo, Rodriguez, Mayor Pro Tem Avalos, and Mayor Robertson.

Also present were City Manager Grey, City Attorney Costanzo, Community Services Director Kirchner, Financial Consultant Yribarren, Fire Chief Kain, Police Lieutenant Dyck, the press, and interested citizens.

The agenda for this meeting was duly posted in a location visible at all times by the general public seventy-two hours prior to this meeting.

POTENTIAL CONFLICTS OF INTEREST: City Attorney Costanzo reported that Council member Derr would be recusing himself from agenda item four- regarding the abandonment of a portion of North Street due to owning property near the area.

INVOCATION: Pastor Louis Quintana, Center Point Church led the Invocation.

SPECIAL PRESENTATIONS: Mayor Robertson declared April 2015 as Safe Digging Month and stated that we would mail the proclamation to PG &E.

ORAL COMMUNICATIONS: Police Officers Josh Johnson and Andrew Guzman stepped forward to update Council on the recent Selma Police Officers Associations' Cops Against Cancer event held at Cattlemen's Restaurant. They provided Ms. Char Tucker of Selma Cancer Support with a check from the proceeds of the event. Ms. Michelle Harmon of Cattlemen's was also thanked for her assistance in hosting the event.

CONSENT CALENDAR: Council member Derr requested that agenda item 1.c. and 1.d. be pulled for separate consideration, and Council member Montijo requested item 1.e. also be pulled for discussion. Motion to approve the remainder of the Consent Calendar was made by Council member Rodriguez and seconded by Council member Montijo. Motion carried with the following vote:

AYES: Rodriguez, Montijo, Derr, Avalos, Robertson

NOES: None

ABSTAIN: None

ABSENT: None

- a. Minutes of the March 16, 2015 Workshop/ pre-Council meeting, approved by standard motion.
- b. Minutes of the March 16, 2015 regular meeting, approved by standard motion.
- c. Pulled for separate discussion.

- d. Pulled for separate discussion.
- e. Pulled for separate discussion.
- f. RESOLUTION NO. 2015-21R, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA REMOVING AND DESIGNATING PERSONS AS TRUSTEES OF THE CITY OF SELMA 457 TAX DEFERRED COMPENSATION PLAN PLAN NUMBER 609015164.
- g. Check Register dated March 24, 2015, approved by standard motion.

AGENDA ITEM 1.c. CONSIDERATION AND NECESSARY ACTION ON RESOLUTION CONSENTING TO THE USE OF PUBLIC FACILITIES AND THE PROPOSED RE-ROUTING OF TRAFFIC – SPECIAL EVENT, SIKH PARADE: City Manager Grey explained that this is a requirement from Cal Trans due to the parade route on Highway 43. After discussion, motion to approve RESOLUTION NO. 2015-18R, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA CONSENTING TO THE USE OF PUBLIC FACILITIES AND THE PROPOSED RE-ROUTING OF THE TRAFFIC, SPECIAL EVENT ANNUAL SELMA SIKH PARADE was made by Council member Derr and seconded by Mayor Pro Tem Avalos. Motion carried with the following vote:

AYES: Derr, Avalos, Montijo, Rodriguez, Robertson
NOES: None
ABSTAIN: None
ABSENT: None

AGENDA ITEM 1.d. CONSIDERATION AND NECESSARY ACTION ON RESOLUTION OUTLINING FIRE DEPARTMENT PERSONNEL COMPENSATION REIMBURSEMENT FOR PARTICIPATING IN MUTUAL AID ACTIVITIES TO OUTSIDE AGENCIES: Fire Chief Kain stepped forward to explain the need for the Resolution. Motion to approve RESOLUTION NO. 2015-19R, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA OUTLINING FIRE DEPARTMENT PERSONNEL COMPENSATION REIMBURSEMENT FOR PARTICIPATING IN MUTUAL AID ACTIVITIES TO OUTSIDE AGENCIES was made by Council member Derr and seconded by Council member Rodriguez. Motion carried by the following vote:

AYES: Derr, Rodriguez, Montijo, Avalos, Robertson
NOES: None
ABSTAIN: None
ABSENT: None

AGENDA ITEM 1.e. CONSIDERATION AND NECESSARY ACTION ON RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT WITH K.W.P.H. ENTERPRISES (AMERICAN AMBULANCE) FOR AMBULANCE SERVICES:

Fire Chief Kain stepped forward to provide detailed information regarding the cost portion of the agreement and funding source. After further discussion, motion to approve RESOLUTION NO. 2015-20R, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA APPROVING AGREEMENT WITH K.W.P.H. ENTERPRISES (AMERICAN AMBULANCE) FOR AMBULANCE SERVICES was made by Council member Montijo and seconded by Mayor Pro Tem Avalos. Motion then carried by the following vote:

AYES: Montijo, Avalos, Derr, Rodriguez, Robertson

NOES: None

ABSTAIN: None

ABSENT: None

CONSIDERATION AND NECESSARY ACTION ON RESOLUTION REVISING SCHEDULE OF DEVELOPMENT IMPACT FEES FOR LAW ENFORCEMENT, FIRE SUPPRESSION, CIRCULATION SYSTEM, STORM DRAINAGE, WASTEWATER, GENERAL FACILITIES, PUBLIC USE FACILITIES, PARKS, AND OPEN SPACE – PURSUANT TO TITLE XII, CH. 2, SECTION 3(A) AND 3(B) OF THE CITY MUNICIPAL CODE– *public hearing and adoption:*

City Manager Grey reported that this item followed the workshop presentation that Council had received earlier regarding the method of preparation of the nexus report and the conclusions drawn are accurately reported in the Nexus Study. He further stated that Mr. Scott Thorpe was in attendance and available for further discussion. Mayor Robertson opened the public hearing portion of the meeting at 6:36 p.m. There being no one to speak for or against matter, the hearing was closed at 6:37 p.m.

After discussion from Council, motion to approve RESOLUTION NO. 2015 – 22R, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA REVISING SCHEDULE OF DEVELOPMENT IMPACT FEES FOR LAW ENFORCEMENT, FIRE SUPPRESSION, CIRCULATION SYSTEM, STORM DRAINAGE, WASTEWATER, GENERAL FACILITIES, PUBLIC USE FACILITIES, PARKS, AND OPEN SPACE – PURSUANT TO TITLE XII, CH. 2, SECTION 3(A) AND 3(B) OF THE CITY MUNICIPAL CODE was made by Council member Rodriguez. Motion was then seconded by Mayor Pro Tem Avalos and carried by the following vote:

AYES: Rodriguez, Avalos, Derr, Montijo, Robertson

NOES: None

ABSTAIN: None

ABSENT: None

CONSIDERATION AND NECESSARY ACTION ON RESOLUTION EXTENDING THE URGENCY ORDINANCE ESTABLISHING A MORATORIUM ON TOBACCO STORES (SMOKE SHOPS), HOOKAH LOUNGES, CIGAR LOUNGES, VAPOR OR E-CIGARETTES, TOBACCO PRODUCTS OR TOBACCO PARAPHERNALIA VENDORS PENDING COMPLETION OF STUDY AND EVALUATION ON APPROPRIATE REGULATION OF SUCH ESTABLISHMENTS ADOPTED ON MARCH 2, 2015 BY TEN MONTHS AND 15 DAYS – public hearing and adoption:

City Attorney Costanzo explained for Council the need for the extension and stated that it allows time for staff to develop appropriate regulations and complete the extensive research needed to protect the public health, safety and welfare.

Mayor Robertson opened the public hearing at 6:46 p.m. to allow for any comments. There being no comments from the public, Mayor Robertson closed the public hearing at 6:47 p.m. and referred the matter back to Council.

After much discussion from Council, motion was made by Council member Rodriguez and seconded by Mayor Pro Tem Avalos to approve RESOLUTION NO. 2015 – 25R, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA EXTENDING INTERIM URGENCY ORDINANCE ESTABLISHING A MORATORIUM ON TOBACCO STORES (SMOKE SHOPS), VAPOR OR E-CIGARETTE OR SMOKING PARAPHERNALIA VENDORS AND HOOKAH OR CIGAR LOUNGES IN THE CITY PENDING COMPLETION OF STUDY ON REGULATING SAME. Motion carried by the following vote:

AYES: Rodriguez, Avalos, Derr, Montijo, Robertson

NOES: None

ABSTAIN: None

ABSENT: None

CONSIDERATION AND NECESSARY ACTION ON RESOLUTION AUTHORIZING ABANDONMENT OF A PORTION OF NORTH STREET BETWEEN WEST FRONT AND EAST FRONT STREETS- public hearing:

City Attorney Costanzo requested that Council continue the matter to the next Council meeting, to allow staff to post the property. After discussion, motion to continue the Public Hearing was made by Council member Rodriguez and seconded by Council member Montijo. Motion carried by the following vote:

AYES: Rodriguez, Montijo, Avalos, Robertson

NOES: None

ABSTAIN: Derr

ABSENT: None

CONSIDERATION AND NECESSARY ACTION ON REQUEST FROM THE SELMA YOUTH SOCCER 2nd ANNUAL RIB COOK OFF ACCEPTING PAYMENT OF FLAT FEE RATE FOR PIONEER VILLAGE: Community Services Director Kirchner reported on the matter for Council.

Mr. Diego Haro representing Selma Youth Soccer stepped forward to answer questions from Council. He then provided information regarding sponsorship for the Selma Youth Soccer trip to Europe. After discussion, motion to approve the Flat fee payment for Pioneer Village was made by Council member Rodriguez and seconded by Council member Derr. Motion carried by the following vote:

AYES: Rodriguez, Derr, Montijo, Avalos, Robertson
NOES: None
ABSTAIN: None
ABSENT: None

CONSIDERATION AND NECESSARY ACTION ON ORDINANCE AMENDING TITLE II, CHAPTER 9 SECTION 5 OF THE CITY MUNICIPAL CODE ENTITLED "MEETINGS", AS IT RELATES TO THE PIONEER VILLAGE ADVISORY COMMISSION QUORUM – introduction and first reading: After discussion, motion to introduce and waive the first reading of an ORDINANCE OF THE THE CITY COUNCIL OF THE CITY OF SELMA AMENDING TITLE II, CHAPTER IX SECTION V OF THE CITY MUNICIPAL CODE ENTITLED "MEETINGS", AS IT RELATES TO THE PIONEER VILLAGE ADVISORY COMMISSION QUORUM was made by Council member Rodriguez and seconded by Mayor Pro Tem Avalos. Motion then carried by the following vote:

AYES: Rodriguez, Avalos, Derr, Montijo, Robertson
NOES: None
ABSTAIN: None
ABSENT: None

CONSIDERATION AND NECESSARY DISCUSSION/DIRECTION ON FIVE CITIES ECONOMIC DEVELOPMENT AUTHORITY, A JOINT POWERS AUTHORITY (JPA): City Manager Grey provided background information on the matter and discussed the various options available for Council at this time.

After much discussion, motion to withdraw from Five Cities Economic Development Authority and direct staff to research other ventures for Council consideration was made by Council member Rodriguez. Mayor Pro Tem Avalos seconded the motion and it carried by the following vote:

AYES: Rodriguez, Avalos, Derr, Montijo, Robertson
NOES: None
ABSTAIN: None
ABSENT: None

CONSIDERATION AND NECESSARY DISCUSSION/DIRECTION ON GRANT

WRITING FIRMS: After discussion from Council regarding the matter, motion was made by Mayor Pro Tem Avalos and seconded by Council member Montijo to direct staff to negotiate with Townsend Public Affairs a per grant basis contract. Motion then carried by the following vote:

AYES: Avalos, Montijo, Derr, Rodriguez, Robertson
NOES: None
ABSTAIN: None
ABSENT: None

DEPARTMENTAL REPORTS: City Manager Grey provided Council with pictures of current code enforcement issues, and information received from the Fresno Council of Governments regarding transportation funding to be utilized for streets. City Manager Grey also reported on recent staff changes in the finance department.

COUNCIL REPORTS: Council member Montijo reported on attending a press conference regarding the California drought crisis, and thanked the Public Works Department and Code Enforcement Department.

Mayor Pro Tem Avalos reported on attending a recent event with the Police Department Chaplains, and emphasized the importance of transportation.

Mayor Robertson discussed the new water regulations imposed by Governor Brown and the request he received to host a press conference in Selma. Mayor Robertson requested that the California Water Service Company attend a workshop to discuss the water issue.

ADJOURNMENT: There being no further business, the meeting was adjourned at 7:54 p.m.

Respectfully submitted,

Reyna Rivera
City Clerk

Scott Robertson
Mayor of the City of Selma

Resolution Nos: 2015 – 18R, 2015 – 19R, 2015 – 20R, 2015 – 21R, 2015 – 22R, 2015 – 23R

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

April 20, 2015

ITEM NO:

1.C.

SUBJECT:

Consideration and Necessary Action on Agreement with the County of Fresno to provide emergency dispatch services for the City of Selma Fire Department.

DISCUSSION: The Fresno County EMS dispatch service provides ambulance and fire dispatch for the City of Selma.


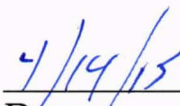
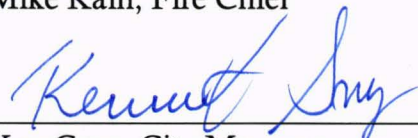

This dispatch uses state of the art technology including computer aided dispatch and Advanced Vehicle Location (AVL) that dispatches the nearest resource. The communities of Sanger, Kingsburg, Laton, Riverdale, Fresno and Clovis are all dispatched by this agency and we share critical data that includes mapping, prior call history, and the location of hydrants.

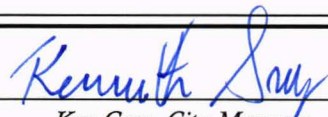
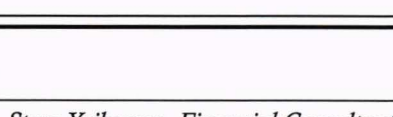
The communication center provides Selma Fire with up to date information on their performance and continues to meet the level of service 100% of the time.

<u>COST:</u> (Enter cost of item to be purchased in box below)		<u>BUDGET IMPACT:</u> (Enter amount this non-budgeted item will impact this years' budget in box below – if budgeted, enter NONE).
\$6,768.00 2015/16 \$7,784.00 2016/17		Budgeted
<u>FUNDING:</u> (Enter the funding source for this item in box below – if fund exists, enter the balance in the fund).		<u>ON-GOING COST:</u> (Enter the amount that will need to be budgeted each year in box below – if one-time cost, enter NONE).
Funding Source: General Fund Fund Balance:		

RECOMMENDATION:

Approve agreement for dispatch services by the Fresno County EMS dispatch center.

	
Mike Kain, Fire Chief	Date
	
Ken Grey, City Manager	Date

We  and 
Ken Grey, City Manager Steve Yribarren, Financial Consultant

do hereby agree that the funding for the above is correct and that enough funds exist to cover the expenditure.



County of Fresno

DEPARTMENT OF PUBLIC HEALTH
DAVID POMAVILLE, DIRECTOR

April 7, 2015

Michael Kain, Fire Chief
City of Selma
2857 A Street
Selma, CA 93662

Dear Chief Kain:

Included with this letter are two copies of the Agreement for the continuation of fire dispatch services at the EMS Communications Center. We request that the agreements both receive original signatures and be returned to us after they are approved by your City Council.

Please return the signed copies to:

Ronele Brooks
EMS Division
County of Fresno
Department of Public Health
1221 Fulton Mall, 5th Floor
Fresno, CA 93721

If you have any questions, please contact me at (559) 600-3387.

Sincerely,

Daniel J. Lynch
EMS Director

DJL:rb

Enclosures

Promotion, preservation and protection of the community's health

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

(559) 600-3387 • FAX (559) 600-7691

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April 20, 2015 Council Packet

COUNTY OF FRESNO – CONTRACT ROUTING FORM

☐ Purchasing Agents' Agreement

☒ Board of Supervisors' Agreement

ORIGINATING DEPARTMENT: Dept. of Public Health

REQUISITION NO.: _____

Contact person originating the contract: Julie Williams

Ext: 600-7090

Contractor's Name: City of Selma – Fire Dispatch Services

Term of Contract: Effective July 1, 2015 through June 30, 2017

- ☐ The attached contract follows completely the wording of County's Model for Service Contracts – FCMC 1/95.
- ☐ The attached contract has been written to meet unique terms and conditions required for this service.
- ☐ The attached contract meets established/approved boilerplate language.
- ☒ The attached contract follows the County's Model Contract-FCMC 1/95 with the following exceptions or revisions:

Note section title and reason for revision on the lines provided below.

(Example: Insurance Section has been revised to increase the liability coverage as per Risk Management)

Termination: Non-boilerplate language includes "Material Breach" provision.

Insurance language: Non-boilerplate, approved by Risk Management.

- ☐ The attached contract is predated. The service has been started or is completed. See attached explanation.

SPECIAL HANDLING INSTRUCTIONS

- ☐ Time sensitive. Please process and return to Purchasing no later than _____.
- ☒ Call **Ronele Brooks** or @ Ext. **600-6463** when signed.
- ☐ Other instructions: _____

COUNTY COUNSEL REVIEW (Mail Stop 32)

DATE STAMP HERE:

Pre-approved by: Carrie Kurtural on March 30, 2015

AUDITOR/CONTROLLER-TREASURER/TAX COLLECTOR REVIEW (Mail Stop 5)

DATE STAMP HERE:

Reviewed by: _____ Date: _____ Ext.: _____

COUNTY ADMINISTRATIVE OFFICE REVIEW (Mail Stop 20)

DATE STAMP HERE:

Reviewed by: _____ Date: _____ Ext.: _____

☒ WHEN SIGNED, SEND THE ATTACHED CONTRACT TO THE COUNTY ADMINISTRATIVE OFFICE TO BE PLACED ON THE AGENDA.

☐ WHEN SIGNED, SEND THE ATTACHED CONTRACT TO THE PURCHASING DIVISION (Stop 25) FOR SIGNATURE AND DISTRIBUTION.

kl
4/6/15

1 **AGREEMENT**

2 THIS AGREEMENT is made and entered into this _____ day of _____, 2015, by
3 and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter
4 referred to as "COUNTY," and the **CITY OF SELMA**, a Municipal Corporation, whose address is
5 1710 Tucker Street, Selma CA 93662, hereinafter referred to as "CITY".

6 **WITNESSETH:**

7 WHEREAS, CITY receives calls requesting CITY'S fire department ("CITY FIRE") for
8 emergency services and emergency medical first responder services ("EMS"); and

9 WHEREAS, CITY receives calls requesting both fire suppression services and EMS and
10 transfers these calls to COUNTY's EMS Communications Center for dispatching the appropriate
11 emergency vehicles; and

12 WHEREAS, CITY FIRE now desires to receive dispatching services for fire suppression calls,
13 which will include dispatching of non-transport first responder services, (collectively, "CITY FIRE
14 Dispatching Services") from COUNTY'S EMS Communications Center; and

15 WHEREAS, it is to the mutual benefit and in the best interest of the parties hereto to combine
16 EMS dispatching services and CITY FIRE Dispatching Services for the purpose of providing
17 improved services to the public; and

18 WHEREAS, it has been determined by CITY and COUNTY that there is a need to provide
19 EMS dispatching services and CITY FIRE Dispatching Services through a centralized and combined
20 effort by COUNTY'S EMS Communications Center and CITY FIRE; and

21 WHEREAS, COUNTY'S EMS Communications Center is staffed and operated by K.W.P.H.
22 Enterprises, Inc., doing business as American Ambulance, a California corporation ("PROVIDER")
23 through that certain Emergency Medical Services Provider Agreement for Emergency Ambulance
24 Services and Advanced Life Support (Paramedic) Services, dated July 10, 2007 (COUNTY
25 Agreement No. A-07-292, "EMS PROVIDER Agreement"), by and between COUNTY and
26 PROVIDER; and

27 NOW, THEREFORE, in consideration of their mutual covenants and conditions, the parties
28 hereto agree as follows:

1 **1. SERVICES**

2 A. Subject to CITY timely paying COUNTY for CITY FIRE Dispatching Services
3 (defined in Section 4 herein):

4 (1) COUNTY shall be responsible for dispatching equipment, hardware,
5 software (including software licenses), and other technologies, which will be utilized for the triage and
6 entry of information for CITY FIRE Dispatching Services in COUNTY'S EMS Communications
7 Center computer aided dispatch ("CAD") system, in connection with COUNTY'S performance of its
8 CITY FIRE Dispatching Services under this Agreement. In the event that CITY requests additional
9 technologies, not currently available in COUNTY'S EMS Communications Center, CITY shall be
10 solely responsible for all costs to purchase and maintain said technology and/or equipment; and

11 (2) COUNTY shall be responsible for selection, configuration, installation,
12 and maintenance of all dispatching equipment, hardware, software and other technologies associated
13 with this Agreement. All dispatching equipment, hardware, software (including software licenses),
14 and other technologies purchased and/or obtained through this Agreement shall be the sole property of
15 COUNTY; and

16 (3) COUNTY shall provide CITY FIRE Dispatching Services requiring
17 responses by CITY FIRE apparatuses as follows:

18 (a) COUNTY'S EMS Communication Center shall provide all CITY
19 FIRE Dispatching Services in accordance with CITY FIRE'S Policies and Procedures affecting CITY
20 FIRE Dispatching Services under this Agreement ("CITY FIRE'S Policies and Procedures") (to the
21 extent that they relate only to dispatch). CITY FIRE's Policies and Procedures shall be subject to
22 review by COUNTY'S EMS Director, or his or her designee (the "COUNTY'S Representative"), as
23 provided in Section 1.C.(2) herein.

24 (b) COUNTY'S EMS Communication Center shall dispatch CITY
25 FIRE'S apparatuses through radio and electronic communications, and in accordance with CITY
26 FIRE'S Policies and Procedures (to the extent that they relate only to dispatch), which shall be subject
27 to review by COUNTY'S Representative, as provided in Section 1.C.(2) herein. CITY FIRE shall
28 work collaboratively with COUNTY on policies and procedures that are consistent with other fire

1 agencies that are being dispatched in COUNTY'S EMS Communications Center.

2 (c) COUNTY'S EMS Communications Center shall provide pre-
3 arrival instructions to callers requesting CITY FIRE Dispatch Services.

4 (d) COUNTY'S EMS Communications Center shall provide inter-
5 agency coordination regarding requests for fire suppression service, mutual aid and auto aid services,
6 and order specialized fire equipment from CITY or other agencies (*e.g.*, hazardous materials
7 equipment, or "jaws of life") which may be needed to manage an incident, and perform other related
8 duties, all in accordance with CITY FIRE'S Policies and Procedures (to the extent that they relate only
9 to dispatch), which shall be subject to review by COUNTY'S Representative, as provided in Section
10 1.C.(2) herein.

11 (e) COUNTY'S EMS Communications Center shall track all activity
12 of CITY FIRE'S apparatuses utilizing the COUNTY'S EMS Communications Center CAD system.

13 (f) COUNTY shall record all telephone and radio transmissions and
14 provide instant playback as needed. COUNTY shall retain recordings for a minimum of one-hundred
15 eighty (180) days.

16 (g) COUNTY shall provide reports to CITY as requested. COUNTY
17 must be given sufficient time to develop custom adhoc reports or reports that are not already
18 developed.

19 (h) COUNTY shall provide one (1) radio operator for dispatching of
20 CITY FIRE'S apparatuses twenty-four (24) hours a day, seven (7) days a week. CITY understands
21 that the radio operator is not dedicated for the sole purpose of CITY and that the radio operator may be
22 dispatching other fire and EMS providers. CITY FIRE shall work collaboratively with COUNTY on
23 policies and procedures that are consistent with other fire agencies that are being dispatched in
24 COUNTY'S EMS Communications Center. COUNTY shall provide that dispatch staff shall be
25 trained in emergency fire dispatch.

26 (i) COUNTY shall provide that a minimum of one (1) dispatch
27 supervisor shall be on duty at COUNTY'S EMS Communications Center twenty-four (24) hours a
28 day, seven (7) days a week. The supervisor shall be available to CITY'S on-duty fire administration

1 as needed.

2 (j) COUNTY shall maintain an up-to-date manual of CITY FIRE'S
3 Policies and Procedures (subject to review by COUNTY'S Representative, as provided in Section
4 1.C.(2) herein) for all dispatch staff, and shall provide for training and continuing education of
5 dispatch staff as needed.

6 (k) The goal for the immediate dispatch of a fire apparatus, in
7 accordance with CITY FIRE approved dispatch protocols, and excluding multiple unit responses,
8 reassigned responses and other situations beyond the COUNTY'S EMS Communications Center
9 control, shall be sixty (60) seconds. The dispatch time will be measured from the time the telephone is
10 answered by the call taker to the time the first fire apparatus is alerted to the incident either by radio,
11 telephone, pager or station alerting device. A review shall occur for all cases in which dispatches are
12 over ninety (90) seconds, and results will be evaluated for improvement opportunities by the Fire
Dispatch Continuous Quality Improvement (CQI) Committee.

13 It is understood that because of the dynamic nature of emergency
14 services, there are situations when the sixty (60) second dispatch goal may not be achieved. Examples
15 of these situations include, but are not limited to:

- 16 1. calls with incomplete, inaccurate or no ANI/ALI
17 information (including CAD-to-CAD).
- 18 2. calls that do not geo-verify in the CAD.
- 19 3. calls in which the reporting party is either unable or
20 unwilling to immediately provide all required information as part of the call taking process (i.e., non-
21 English speaking, hysterical, or uncooperative) or use of Teletype (TTY) or Telecommunication Device
22 for the Deaf (TDD) or audio relay device.

23 Calls for service that meet one of the above exemption categories
24 shall have a dispatch time of no more than ninety (90) seconds in a minimum of ninety-five percent
(95%) of calls received each month.

25 B. It is understood by the parties hereto that COUNTY'S provision of CITY FIRE
26 Dispatching Services herein does not include any COUNTY provision of fire suppression services,
27 and that COUNTY is providing CITY FIRE Dispatching Services herein to CITY on a non-exclusive
28 basis.

1 C. CITY shall perform the following functions:

2 (1) CITY FIRE shall provide all fire suppression services for all fire
3 suppression calls dispatched by COUNTY'S EMS Communications Center requiring CITY FIRE
4 apparatuses in accordance with CITY FIRE'S Policies and Procedures.

5 (2) CITY FIRE shall consult with COUNTY'S Representative in developing
6 CITY FIRE'S Policies and Procedures relating to dispatch only. CITY shall provide CITY FIRE'S
7 Policies and Procedures relating to dispatch to COUNTY for review thereof by COUNTY'S
8 Representative. CITY shall not approve CITY FIRE'S Policies and Procedures relating to dispatch
9 until first having conferred with COUNTY'S Representative and such representative agrees that such
10 policies and procedures are not inconsistent with the COUNTY'S EMS Communication Center's
11 Policies and Procedures, and that CITY FIRE'S Policies and Procedures do not create additional
12 workload for staff or impact other programs in the COUNTY'S EMS Communications Center.
13 COUNTY'S Representative shall have neither the right nor the duty to approve the number of CITY
14 FIRE apparatuses or personnel, or amount of CITY FIRE equipment or other resources, that CITY
15 FIRE deems sufficient to respond to any calls for CITY FIRE Dispatching Services, or other CITY
16 FIRE Policies and Procedures unrelated to dispatch. CITY FIRE shall be reasonable in developing
17 CITY FIRE'S Policies and Procedures relating to dispatch such that those policies and procedures are
18 substantially consistent with COUNTY'S EMS Communication Center's Policies and Procedures.

19 (3) CITY shall provide continuing education and training to COUNTY'S
20 EMS Communications Center radio operators and staff regarding the dispatching and management of
21 CITY FIRE resources, as needed.

22 (4) CITY shall assure that all calls to CITY for CITY FIRE calls for service
23 are immediately transferred to COUNTY'S EMS Communications Center.

24 (5) Upon request of COUNTY, CITY shall provide COUNTY with data that
25 includes the exact times that EMS and CITY FIRE calls for service are received at CITY'S Police
26 Department Communications Center (or other point of CITY contact, if any) and transferred to
27 COUNTY'S EMS Communications Center.

28 (6) CITY agrees to participate in an internal quality improvement program,

1 which includes the participation of COUNTY and PROVIDER.

2 (7) CITY shall be responsible for the provision and maintenance of all radio
3 and computer equipment in CITY FIRE apparatuses.

4 **2. TERM**

5 A. This Agreement shall become effective on the July 1, 2015 and shall continue in
6 full force and effect, and terminate on the 30th day of June, 2017 at 11:59 P.M., unless sooner
7 terminated as provided herein.

8 B. This Agreement may be renewed with approval of CITY and COUNTY through
9 written amendment and modification of terms and conditions herein set forth.

10 C. Upon the termination of this Agreement, COUNTY shall promptly provide
11 CITY FIRE with the data generated through the CITY FIRE Dispatching Services provided herein in a
12 commonly usable electronic format.

13 **3. TERMINATION**

14 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be
15 provided hereunder, are contingent on the approval of funds by the appropriating governmental
16 agency, provided however, should sufficient funds not be allocated, (i) the services provided may be
17 modified at any time upon the parties' mutual written agreement, or (ii) this Agreement may be
18 terminated at any time by CITY giving at least ninety (90) days' advance written notice of an
19 intention to terminate to the other party.

20 B. Without Cause - Under circumstances other than those set forth above, this
21 Agreement may be terminated by CITY or COUNTY upon the giving of at least ninety (90) days'
22 advance written notice of an intention to terminate to the other party.

23 C. Material Breach - Either party may terminate this Agreement at any time for
24 cause for the other party's material breach of its obligations herein if not less than thirty (30) days'
25 advance, written notice has been given to the other party and such breach remains uncured within that
26 thirty (30) day period. The party receiving such notice may respond to said notice and any charges
27 contained therein within that thirty (30) day period.

28 D. CITY shall compensate or provide funding to COUNTY for any services

1 performed or costs incurred under this Agreement prior to any termination of this Agreement.

2 **4. COMPENSATION FOR SERVICES**

3 A. For COUNTY'S performance of FIRE Dispatching Services herein, CITY agrees
4 to pay COUNTY and COUNTY agrees to receive compensation pursuant to Schedule A, attached
5 hereto and incorporated herein by this reference. In no event shall compensation for COUNTY'S
6 performance of CITY FIRE Dispatching Services under this Agreement be in excess of the amounts
7 listed as follows:

8 (1) For the period of July 1, 2015 through June 30, 2016, the amount of this
9 Agreement shall not exceed Six Thousand Seven Hundred Sixty-Eight and No/100 Dollars
10 (\$6,768.00).

11 (2) For the period of July 1, 2016 through June 30, 2017, the amount of this
12 Agreement shall not exceed Seven Thousand Seven Hundred Eighty-Four and No/100 Dollars
13 (\$7,784.00).

14 B. Payments by CITY shall be in arrears, for services provided during the preceding
15 month, within forty-five (45) days after receipt and verification of COUNTY'S invoices by CITY
16 FIRE. All payments shall be remitted to COUNTY at the following address: County of Fresno,
17 Department of Public Health – Emergency Medical Services Division, P.O. Box 11867, Fresno,
18 California, 93775.

19 **5. INVOICING**

20 COUNTY shall invoice CITY quarterly, addressed to the City of Selma, Fire
21 Department, 1710 Tucker Street, Selma, California, 93662, Attention: Fire Chief.

22 **6. INDEPENDENT CONTRACTOR**

23 In performance of the work, duties, and obligations assumed by COUNTY under this
24 Agreement, it is mutually understood and agreed that COUNTY, including any and all of COUNTY'S
25 officers, agents, and employees will at all times be acting and performing as an independent
26 contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee,
27 joint venture, partner, or associate of CITY. Furthermore, CITY shall have no right to control or
28 supervise or direct the manner or method by which COUNTY shall perform its work and function,

1 except for COUNTY'S compliance with CITY FIRE'S Policies and Procedures, herein, and as
2 described in Section 1.A.(3)(h) of this Agreement. However, CITY shall retain the right to administer
3 this Agreement so as to verify that COUNTY is performing its obligations in accordance with the
4 terms and conditions thereof. COUNTY and CITY shall comply with all applicable provisions of law
5 and the rules and regulations, if any, of governmental authorities having jurisdiction over matters
6 which are directly or indirectly the subject of this Agreement.

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

14 **6. MODIFICATION**

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

17 **7. HOLD-HARMLESS**

18 A. CITY agrees to indemnify, save, hold harmless, and at COUNTY'S request,
19 defend COUNTY, including its officers, agents, and employees, from any and all costs and expenses
20 (including attorneys' fees and costs), damages, liabilities, claims, and losses occurring or resulting to
21 COUNTY in connection with the performance, or failure to perform, by CITY, including its officers,
22 agents, or employees under this Agreement, and from any and all costs and expenses (including
23 attorneys' fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person,
24 firm, or corporation who may be injured or damaged by the performance, or failure to perform, of
25 CITY, including its officers, agents, or employees under this Agreement.

26 B. COUNTY agrees to indemnify, save, hold harmless, and at CITY'S request,
27 defend CITY, including its officers, agents, and employees from any and all costs and expenses
28 (including attorneys' fees and costs), damages, liabilities, claims, and losses occurring or resulting to

1 CITY in connection with the performance, or failure to perform, by COUNTY, including its officers,
2 agents, employees or PROVIDER, under this Agreement, and from any and all costs and expenses
3 (including attorneys' fees and costs), damages, liabilities, claims, and losses occurring or resulting to
4 any person, firm, or corporation who may be injured or damaged by the performance, or failure to
5 perform, of COUNTY, including its officers, agents, employees or PROVIDER under this Agreement.

6 C. In the event of concurrent negligence on the part of COUNTY or any of its
7 officers, agents, employees or PROVIDER, and of CITY or any of its officers, agents, or employees,
8 the liability for any and all such claims, demands and actions in law or equity for such costs and
9 expenses (including attorneys' fees and costs), damages, and losses shall be apportioned under the
10 State of California's theory of comparative negligence as presently established or as may be modified
11 hereafter.

12 D. This Section 7 shall survive termination or expiration of this Agreement.

13 **8. INSURANCE**

14 Without limiting the indemnification of each party as stated in Section 7 above, it is
15 understood and agreed that CITY and COUNTY shall each maintain, at their sole expense, insurance
16 policies or self-insurance programs including, but not limited to, an insurance pooling arrangement
17 and/or Joint Powers Agreement to fund their respective liabilities throughout the term of this
18 agreement. Coverage shall be provided for comprehensive general liability, automobile liability,
19 professional liability, and workers' compensation exposure. Evidence of Insurance, Certificates of
20 Insurance or other similar documentation shall not be required of either party under this Agreement,
21 except for Commercial General Liability coverage. Each party will provide the other party with an
22 appropriate Commercial General Liability insurance certificate with limits of not less than One
23 Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars
24 (\$2,000,000) along with an appropriate endorsement naming the other party as an additional insured
25 on the Commercial General Liability policy. COUNTY shall cause PROVIDER to maintain insurance
26 coverage that is consistent with the current EMS PROVIDER Agreement between COUNTY and
27 PROVIDER.

28 ///

1 **9. CONFIDENTIALITY**

2 All services performed by COUNTY under this Agreement shall be in strict
3 conformance with all applicable Federal, State of California and/or local laws and regulations relating
4 to confidentiality.

5 **10. NON-DISCRIMINATION**

6 During the performance of this Agreement, COUNTY shall not unlawfully discriminate
7 against any employee or applicant for employment, or recipient of services, because of race, religious
8 creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic
9 information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation,
10 military or veteran status pursuant to all applicable State of California and Federal statutes and
11 regulations.

12 **11. RECORDS**

13 Each party shall maintain its records in connection with the respective services referred
14 to under this Agreement. Such records must be maintained for a minimum of three (3) years. Records
15 must also be maintained a minimum of three (3) years after the termination of this Agreement. The
16 party generating the records shall maintain ownership of the records upon termination of this
17 Agreement.

18 **12. AUDITS AND INSPECTIONS**

19 Each party shall at any time during business hours, and as often as the other party may
20 deem necessary, make available to the other party for examination all of the former party's records
21 and data with respect to the matters covered by this Agreement. Each party shall, upon request by the
22 other party, permit the other party to audit and inspect all such records and data necessary to ensure
23 the former party's compliance with the terms of this Agreement.

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

27 **13. PROVIDER**

28 The parties hereto acknowledge that PROVIDER, or its replacement, if any during the

1 term of the PROVIDER Agreement, will carry out COUNTY'S provision of dispatching services
2 herein. In the event of any such replacement of PROVIDER, the replacement EMS Provider
3 Agreement will be on substantially the same terms as the EMS Provider Agreement to the extent that
4 it concerns this Agreement, as provided herein.

5 **14. FORCE MAJEURE**

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

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

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

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

26 **15. NOTICES**

27 The persons having authority to give and receive notices under this Agreement and their
28 addresses include the following:

COUNTY

CITY

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

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

Any and all notices between COUNTY and CITY provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to one of the parties hereto, or in lieu of such personal service, when deposited in the United States Mail, postage prepaid, addressed to such party, except for notices of termination, which are effective upon receipt. Notices under this Agreement are not modifications to this Agreement.

16. GOVERNING LAW

The parties hereto agree, that for the purposes of venue, performance under this Agreement is to be in Fresno County, California.

The rights and obligations of the parties hereto and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

17. 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.

18. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between CITY and COUNTY with respect to the subject matter hereof and supersedes all previous agreement negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement. This Agreement may be executed in several counterparts by the parties hereto, in which case, all of such executed duplicate counterpart originals thereof, taken together, shall be deemed to be one and the same legal instrument.

19. NO THIRD PARTY BENEFICIARIES

Notwithstanding anything stated to the contrary in this Agreement, there shall not be any intended third party beneficiaries to this Agreement.

///

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the
2 day and year first hereinabove written.
3

4
5 **COUNTY OF FRESNO:**

6 By: _____
7 Chairman, Board of Supervisors

8 Date: _____
9

10 BERNICE E. SEIDEL, Clerk
11 Board of Supervisors

12 By: _____

13 Date: _____
14

CITY OF SELMA:

By: _____
Mayor

Date: _____

City Clerk

By: _____

Date: _____

City Manager

By: Kenneth S. [Signature]

Date: 4/16/2015

19 APPROVED AS TO LEGAL FORM:
20 SELMA CITY ATTORNEY

21 By: _____
22

23 Mailing Address:
24 Attn.: Fire Department
25 1710 Tucker Street
26 Selma, CA 93662
27

28 **PLEASE SEE ADDITIONAL
SIGNATURE PAGE ATTACHED**

1 AGREEMENT BETWEEN COUNTY OF FRESNO
2 AND CITY OF SELMA

3 APPROVED AS TO LEGAL FORM:
4 DANIEL C. CEDERBORG, COUNTY COUNSEL
5

6 By: _____
7

8
9 APPROVED AS TO ACCOUNTING FORM:
10 VICKI CROW, CPA, AUDITOR-CONTROLLER/
11 TREASURER-TAX COLLECTOR

12 By: _____
13

14 REVIEWED AND RECOMMENDED FOR APPROVAL:
15

16 By: _____
17 David Pomaville, Director
18 Department of Public Health
19

20 Fund/Subclass: 0001/10000
21 Organization: 56201699
22 Account: 5039
23
24
25
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SCHEDULE A

Quarter	Dates of Service	Payment Amount	Payment Due Date
1	July 1, 2015 to September 30, 2015	\$1,692.00	October 15, 2015
2	October 1, 2015 to December 31, 2015	\$1,692.00	January 15, 2016
3	January 2016 to March 31, 2016	\$1,692.00	April 15, 2016
4	April 1, 2016 to June 30, 2016	\$1,692.00	July 15, 2016
5	July 1, 2016 to September 30, 2016	\$1,946.00	October 15, 2016
6	October 1, 2016 to December 31, 2016	\$1,946.00	January 15, 2017
7	January 2017 to March 31, 2017	\$1,946.00	April 15, 2017
8	April 1, 2017 to June 30, 2017	\$1,946.00	July 15, 2017

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

April 20, 2015

ITEM NO:

1.d.

SUBJECT:

Consideration and Necessary Action contracting with the
Emergency Medical Services (EMS) Agreement with Fresno
County to provide ambulance service in the G zone.

DISCUSSION:

The current EMS agreement with Fresno County was approved
in 2013 and covers the 2013-2014 and 2014-2015 fiscal years.

Attached is the contract, which was prepared by the County,
allowing for another 2 year contract through June 2017.

The new agreement makes no significant changes to the previous
agreement.

RECOMMENDATION: Approve the contract for Emergency Medical Services agreement with Fresno County through June 2017.

4/14/15
Date

4/16/2015
Date

do hereby agree that the funding for the above is correct and that enough funds exist to cover the expenditure.



County of Fresno

DEPARTMENT OF PUBLIC HEALTH

DAVID POMAVILLE, DIRECTOR

April 7, 2015

Mike Kain, Fire Chief
City of Selma
2857 A Street
Selma, CA 93662

Dear Chief Kain:

Included with this letter are two copies of the Agreement for the continuation of paramedic ambulance services for Fresno County Ambulance Zone G. We request that the agreements both receive original signatures and be returned to us after they are approved by your City Council.

Please return the signed copies to:

Ronele Brooks
EMS Division
County of Fresno
Department of Public Health
1221 Fulton Mall, 5th Floor
Fresno, CA 93721

If you have any questions, please contact me or Dale Dotson, EMS Coordinator, at (559) 600-3387.

Sincerely,

Daniel J. Lynch
EMS Director

DJL:rb

Enclosures

Promotion, preservation and protection of the community's health

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

(559) 600-3387 • FAX (559) 600-7691

Equal Employment Opportunity • Affirmative Action • Disabled Employer

www.co.fresno.ca.us • www.fcdph.org

April 20, 2015 Council Packet

COUNTY OF FRESNO – CONTRACT ROUTING FORM

☐ Purchasing Agents' Agreement

☒ Board of Supervisors' Agreement

ORIGINATING DEPARTMENT: Dept. of Public Health REQUISITION NO.: _____

Contact person originating the contract: Julie Williams Ext: 600-7090

Contractor's Name: City of Selma – Paramedic Ambulance Services

Term of Contract: Effective July 1, 2015 – June 30, 2017

☐ The attached contract follows completely the wording of County's Model for Service Contracts – FCMC 1/95.

☐ The attached contract has been written to meet unique terms and conditions required for this service.

☐ The attached contract meets established/approved boilerplate language.

☒ The attached contract follows the County's Model Contract-FCMC 1/95 with the following exceptions or revisions:

Note section title and reason for revision on the lines provided below.

(Example: Insurance Section has been revised to increase the liability coverage as per Risk Management)

Either party may terminate the contract without cause upon 90 days written notice.

Either party may terminate the contract for cause upon 10 days written notice, unless the breach is cured within those 10 days of notice

Force Majeure clause is include.

☐ The attached contract is predated. The service has been started or is completed. See attached explanation.

SPECIAL HANDLING INSTRUCTIONS

☐ Time sensitive. Please process and return to Purchasing no later than _____.

☒ Call Ronele Brooks or _____ @ Ext. 600-6463 when signed.

☐ Other instructions: _____

COUNTY COUNSEL REVIEW (Mail Stop 32)

DATE STAMP HERE:

Pre-approved by: Carrie Kurtural on March 30, 2015

AUDITOR/CONTROLLER-TREASURER/TAX COLLECTOR REVIEW (Mail Stop 5)

DATE STAMP HERE:

Reviewed by: _____ Date: _____ Ext.: _____

COUNTY ADMINISTRATIVE OFFICE REVIEW (Mail Stop 20)

DATE STAMP HERE:

Reviewed by: _____ Date: _____ Ext.: _____

☐ WHEN SIGNED, SEND THE ATTACHED CONTRACT TO THE COUNTY ADMINISTRATIVE OFFICE TO BE PLACED ON THE AGENDA.

☐ WHEN SIGNED, SEND THE ATTACHED CONTRACT TO THE PURCHASING DIVISION (Stop 25) FOR SIGNATURE AND DISTRIBUTION.

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THIS AGREEMENT is made and entered into this ____ day of _____, 2015, 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 (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

1 within or without its corporate boundaries a system of emergency medical services (including, but not
2 limited to, ambulance services) independent of COUNTY's authorization or approval.

3 **2. DUTIES OF CONTRACTOR**

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

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

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

14 **3. DUTIES OF COUNTY**

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

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

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

26 B. Notwithstanding the foregoing provisions of Subsection 3.A. of this Agreement,
27 COUNTY is not restricted by reason of this Agreement from entering into an agreement for services
28 that are the same as or similar to these provided by CONTRACTOR pursuant to this Agreement with

1 an entity other than CONTRACTOR for the provision of emergency medical services within the same
2 geographic area as described in Exhibit "A." COUNTY shall notify CONTRACTOR of any proposal
3 to enter into such an agreement with any other entity prior to award of such agreement.

4 **4. QUALIFICATION OF CONTRACTOR**

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

14 **5. AREA SERVED**

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

25 **6. SERVICES TO BE PROVIDED AND PERFORMANCE STANDARDS**

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

1 hours per day, seven (7) days per week.

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

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

13 B. CONTRACTOR shall adhere to the following monthly standards of
14 performance:

15 1) Metropolitan Response Area

16 The Metropolitan Response Area is defined as that area within the
17 corporate limits of the City of Selma as now or hereafter amended plus an area within one (1) statutory
18 mile of said corporate limits, which is initially described in Exhibit “B”, attached hereto and
19 incorporated herein by this reference.

20 a) For Priority 1 and 2 responses to locations within the
21 Metropolitan Response Area, CONTRACTOR shall arrive at scene within ten (10) minutes of the time
22 alerted by COUNTY or called directly on at least ninety-five percent (95%) of such responses.

23 b) For Priority 3 and 4 responses to locations within the
24 Metropolitan Response Area, CONTRACTOR shall arrive at scene within twenty (20) minutes of the
25 time alerted by COUNTY or called directly on at least ninety-five percent (95%) of such responses.

26 2) Rural Response Area

27 The Rural Response Area is defined as that area beyond the
28 Metropolitan Response Area limits, which is described in Exhibit “C”, attached hereto and

1 incorporated herein by this reference.

2 a) For Priority 1 and 2 responses to locations within the Rural
3 Response Area, CONTRACTOR shall arrive at scene within twenty (20) minutes of the time alerted
4 by COUNTY or called directly on at least ninety-five percent (95%) of such responses.

5 b) For Priority 3 and 4 responses to locations within the Rural
6 Response Area, CONTRACTOR shall arrive at scene within thirty (30) minutes of the time alerted by
7 COUNTY or called directly on at least ninety-five percent (95%) of such responses.

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

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

27 The EMS Agency may grant exemptions from response time performance
28 requirements stated herein, on case-by-case basis, for calls where weather conditions, multi-casualty

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

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

13 a) Required response times are measured from the time
14 CONTRACTOR is alerted for a response until a fully staffed and equipped emergency ambulance unit
15 arrives at the scene of the incident.

16 1) "Unit Alert"

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

19 2) "At Scene"

20 Shall be defined as the moment when the assigned
21 emergency ambulance unit is physically at or within one hundred (100) feet of the scene. In instances
22 where the emergency ambulance unit responds to a location other than the scene (*e.g.*, staging area),
23 arrival "at scene" shall be the time such unit arrives at, or is within one hundred (100) feet of, the
24 designated staging location.

25 3) Failure to Report "At Scene"

26 In instances when emergency ambulance units fail to
27 report "at scene," the time of the next communications by those units with the COUNTY EMS
28 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).

4) 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.

4) 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.

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.

5) CONTRACTOR shall at all times maintain as a minimum, one (1) person who is certified and licensed as an Emergency Medical Technician Paramedic ("EMT-P") and one (1) person who is certified and licensed as an Emergency Medical Technician-I-A ("EMT-I-A"), as those terms are defined in the California Health and Safety Code and the California Code of Regulations, on the primary ambulance unit responding to emergency medical services calls. CONTRACTOR shall also provide one (1) back-up emergency ambulance, when available, staffed

1 with a minimum of two (2) persons who are certified and licensed as EMT-I-As, or persons who are
2 certified and licensed at a higher level.

3 6) CONTRACTOR shall make (and shall maintain for 180 days) a tape-
4 recorded copy of all requests for medical aid through the designated public service answering point.

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

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

12 9) CONTRACTOR shall make and maintain radio contact with the
13 COUNTY EMS Communications Center on the COUNTY EMS Med-Net System for the purpose of
14 tracking and data collection.

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

17 **7. EQUIPMENT AND PERSONNEL**

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

24 **8. INDEPENDENT CONTRACTOR**

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

27 In performance of the work, duties, and obligations assumed by CONTRACTOR under
28 this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of

1 CONTRACTOR's officers, agents, employees, and independent contractors, will at all times be acting
2 and performing as an independent contractor, and shall act in an independent capacity and not as an
3 officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY, regardless of
4 the nature and extent of the acts performed by them. COUNTY shall not assume any liability under
5 any employer's liability law or any other law on account of any act of CONTRACTOR'S officers,
6 agents, employees and independent contractors performing any activity in connection with this
7 Agreement or traveling to or from hospital sites (as the case may be). COUNTY shall retain the right
8 to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in
9 accordance with the terms and conditions thereof. CONTRACTOR and COUNTY shall comply with
10 all applicable provisions of law and the rules and regulations, if any, of governmental authorities
11 having jurisdiction over matters the subject thereof.

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

20 **9. CONSIDERATION**

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

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

1 1) Monetary Compensation

2 a) COUNTY shall pay to CONTRACTOR a monthly lump-payment
3 of Two Thousand Two Hundred Fifty and No/100 Dollars (\$2,250.00) for estimated dry runs and
4 uncollectible charges. The foregoing compensation represents the Parties' best estimate of
5 CONTRACTOR's monthly dry runs and uncollected charges for services provided under this
6 Agreement. The maximum monetary compensation payable under this Agreement, for each period
7 from July 1st through June 30th of each year, shall not exceed Twenty Seven Thousand and No/100
8 Dollars (\$27,000.00). Notwithstanding the provisions of this Section 9, the total maximum monetary
9 compensation payable under this Agreement shall not exceed Fifty Four Thousand and No/100 Dollars
10 (\$54,000.00).

11 b) In consideration for such monetary compensation,
12 CONTRACTOR shall completely, unconditionally and irrevocably assign all of its "uncollectible
13 accounts" to COUNTY. "Uncollectible accounts" shall be defined as those accounts receivable for
14 authorized runs which CONTRACTOR has been unable to collect payment upon after they become
15 past due or delinquent in accordance with CONTRACTOR's customary and usual practices as set
16 forth in COUNTY EMS Policy #205, and which accounts came into existence due to
17 CONTRACTOR's performance of this Agreement or as a result of CONTRACTOR's rendering of
18 emergency ambulance service, or both. The Parties agree that CONTRACTOR will follow the
19 billings, collections, and account write-off practices and procedures outlined in COUNTY EMS Policy
20 #205, for purposes of this Subsection 9.B., of this Agreement. COUNTY shall have the discretion to
21 pursue any and all collection efforts for the compromise and settlement of such accounts. COUNTY
22 shall retain any and all revenues it receives on such accounts and shall have no obligation to pay to
23 CONTRACTOR any portion of such revenues collected.

24 2) Non-Monetary Compensation

25 The following are the forms of non-monetary compensation given by
26 COUNTY to CONTRACTOR:

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

1 b) For emergency ambulance units and disaster response vehicles
2 approved by the EMS Agency, the provision, installation, and maintenance of the following
3 communications equipment. In the event equipment is lost or destroyed, CONTRACTOR shall be
4 responsible for replacement of such equipment.:

- 5 i) One (1) UHF in-vehicle radio with front and rear control
6 points;
7 ii) One (1) UHF handheld radio;
8 iii) Two (2) alpha-numeric pagers.

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

14 **10. AUDITING**

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

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

23 **11. INSURANCE**

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

28 ///

1 A. Commercial General Liability

2 Commercial General Liability Insurance with limits of not less than One Million
3 Dollars (\$1,000,000.00) per occurrence and an annual aggregate of Two Million Dollars
4 (\$2,000,000.00). This policy shall be issued on a per occurrence basis. County may require specific
5 coverage including completed operations, product liability, contractual liability, Explosion-Collapse-
6 Underground (XCU), fire legal liability or any other liability insurance deemed necessary because of
7 the nature of the contract.

8 B. Automobile Liability

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

12 C. Professional Liability

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

16 D. Worker's Compensation

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

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

27 Within thirty (30) days from the date CONTRACTOR signs this Agreement,
28 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the

1 foregoing policies, as required herein, to the County of Fresno, Department of Public Health, P.O. Box
2 11867, Fresno, CA 93775, Attn: Contracts Section – 6th Floor, stating that such insurance coverage
3 have been obtained and are in full force; that the County of Fresno, its officers, agents and employees
4 will not be responsible for any premiums on the policies; that such Commercial General Liability
5 insurance names the County of Fresno, its officers, agents and employees, individually and
6 collectively, as additional insured, but only insofar as the operations under this Agreement are
7 concerned; that such coverage for additional insured shall apply as primary insurance and any other
8 insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be
9 excess only and not contributing with insurance provided under CONTRACTOR's policies herein; and
10 that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance,
11 written notice given to COUNTY.

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

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

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

22 **12. MUTUAL INDEMNIFICATION**

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

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

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

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

24 **13. TERM OF AGREEMENT**

25 This Agreement shall become effective on the 1st day of July, 2015, and shall terminate
26 on the 30th day of June, 2017. Upon the mutual written agreement of the Parties hereto, this
27 Agreement may be extended beyond that date.

28 ///

1 **14. TERMINATION OF AGREEMENT**

2 Either Party hereto may terminate this Agreement at any time without cause upon ninety
3 (90) days written notice to the other Party. Prior to giving such notice, the terminating Party shall
4 notify the other Party of its intention to terminate and shall allow the other Party an opportunity to
5 appear before the COUNTY's Board of Supervisors or CONTRACTOR's City Council, as applicable,
6 concerning such notice of termination.

7 The terms of this Agreement, and the services to be provided thereunder, are contingent
8 on the approval of funds by the COUNTY's Board of Supervisors. Should sufficient funds not be
9 allocated by COUNTY, the services provided may be modified, or this Agreement terminated at any
10 time by COUNTY giving the CONTRACTOR thirty (30) days advance written notice.

11 Either Party hereto may terminate this Agreement at any time for cause for the other
12 Party's material breach of its obligations affecting the public health and safety if not less than ten (10)
13 days advance, written notice has been given to the other Party and such breach remains uncured. The
14 Party receiving said notice may respond to said notice and any charges contained therein within the ten
15 (10) day period.

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

18 **15. FORCE MAJEURE**

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

25 B. During any period in which either Party hereto is excused from performance by
26 reason of the occurrence of an event of Force Majeure, the Party so excused shall promptly, diligently,
27 and in good faith take all reasonable action required in order for it to be able to promptly commence or
28 resume performance of its obligations under this Agreement. Without limiting the generality of the

1 foregoing, the Party so excused from performance shall, during any such period of Force Majeure,
2 take all reasonable action necessary to terminate any temporary restraining order or preliminary or
3 permanent injunctions to enable it to so commence or resume performance of its obligations under this
4 Agreement.

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

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

11 **16. GOVERNING LAW**

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

15 **17. ENTIRE AGREEMENT**

16 The Parties agree that all of the terms of this Agreement shall be binding upon them,
17 and their successors-in-interest, assigns and legal representatives, and that together these terms
18 constitute the entire agreement of the Parties with respect to the subject matter hereof. This
19 Agreement supersedes all previous negotiations, proposals, commitments, writings, understandings
20 and agreements of any nature whatsoever concerning the subject matter hereof unless expressly
21 included in this Agreement. No variation or modification of this Agreement and no waiver of any of
22 its provisions or conditions shall be valid unless in writing and signed by an authorized agent or
23 officer of the Parties. This Agreement may not be assigned by CONTRACTOR or COUNTY without
24 the written consent of the other Party. CONTRACTOR shall not delegate, subcontract, assign, or
25 transfer any of its duties hereunder without the written consent of the COUNTY.

26 **18. SUBCONTRACTORS** For the existing term of this Agreement,
27 CONTRACTOR may subcontract with American Ambulance for provision of non-exclusive emergency
28 medical services in Fresno County Ambulance Zone G. CONTRACTOR shall be responsible for such

1 subcontractor's performance, and CONTRACTOR shall remain the sole point of contact in the
2 provision of services under this Agreement. CONTRACTOR shall continue to be responsible for all
3 obligations, duties, requirements and performance standards under this agreement. CONTRACTOR
4 assumes all risks of American Ambulance's performance of the agreement, and that CONTRACTOR will
5 defend, indemnify, and hold County harmless, in accordance with Section 12 of the Agreement, from any
6 and all claims, suits, liabilities, expenses, costs, damages and judgments of any nature, including attorney
7 fees and court costs resulting from American Ambulance's performance. CONTRACTOR shall not
8 subcontract with any subcontractors except for American Ambulance as indicated herein, without the prior
9 written consent of the COUNTY.

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

3
4 **COUNTY OF FRESNO:**

5 By: _____
6 Chairman, Board of Supervisors

7 Date: _____

8 BERNICE E. SEIDEL, Clerk
9 Board of Supervisors

10 By: _____

11 Date: _____

12 APPROVED AS TO LEGAL FORM:
13 DANIEL C. CEDERBORG, COUNTY COUNSEL

14 By: _____

15 APPROVED AS TO ACCOUNTING FORM:
16 VICKI CROW, CPA, AUDITOR-CONTROLLER/
17 TREASURER-TAX COLLECTOR

18 By: _____

19 REVIEWED AND RECOMMENDED FOR
20 APPROVAL:

21 By: _____
22 David Pomaville, Director
23 Department of Public Health
24 as the designated EMS Agency

25 JW

4 **CITY OF SELMA:**

5 By: _____
6 Mayor

7 Date: _____

8 By: _____
9 Deputy City Clerk

10 Date: _____

11 APPROVED AS TO LEGAL FORM:
12 SELMA CITY ATTORNEY

13 By: _____

14 REVIEWED AND RECOMMENDED
15 FOR APPROVAL:

16 By: _____

17 Mailing Address:
18 1710 Tucker
19 Selma, CA 93662

20 Fund/Subclass: 0001/10000
21 Organization: 56201695
22 Account: 7295

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 A Fresno County Ambulance Response Area Zone G

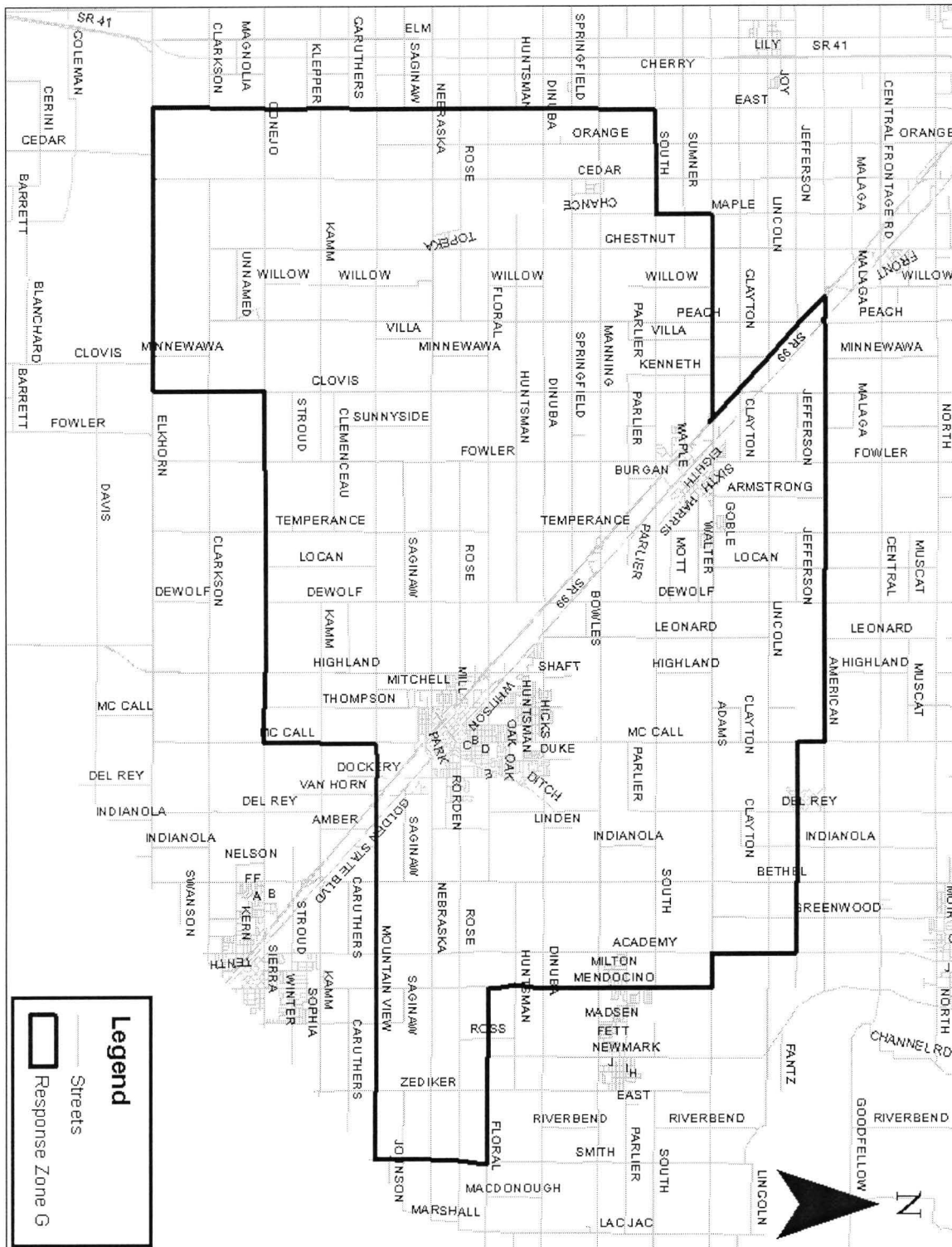


Exhibit B

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.

Exhibit B

Fresno County Ambulance Service Area Zone G Metropolitan Response Area

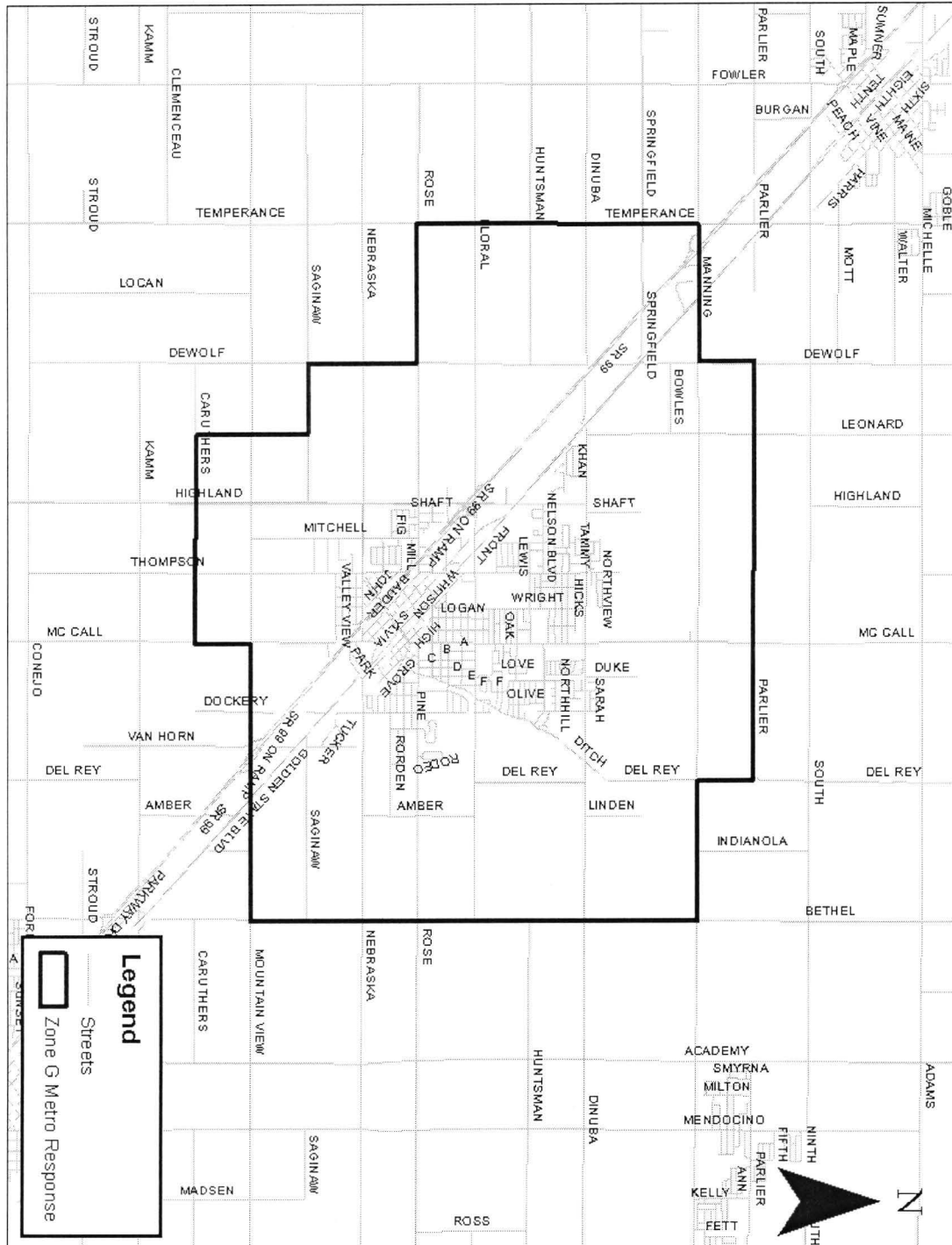


Exhibit C

Fresno County Ambulance Service Area Zone G Rural Response Area Description

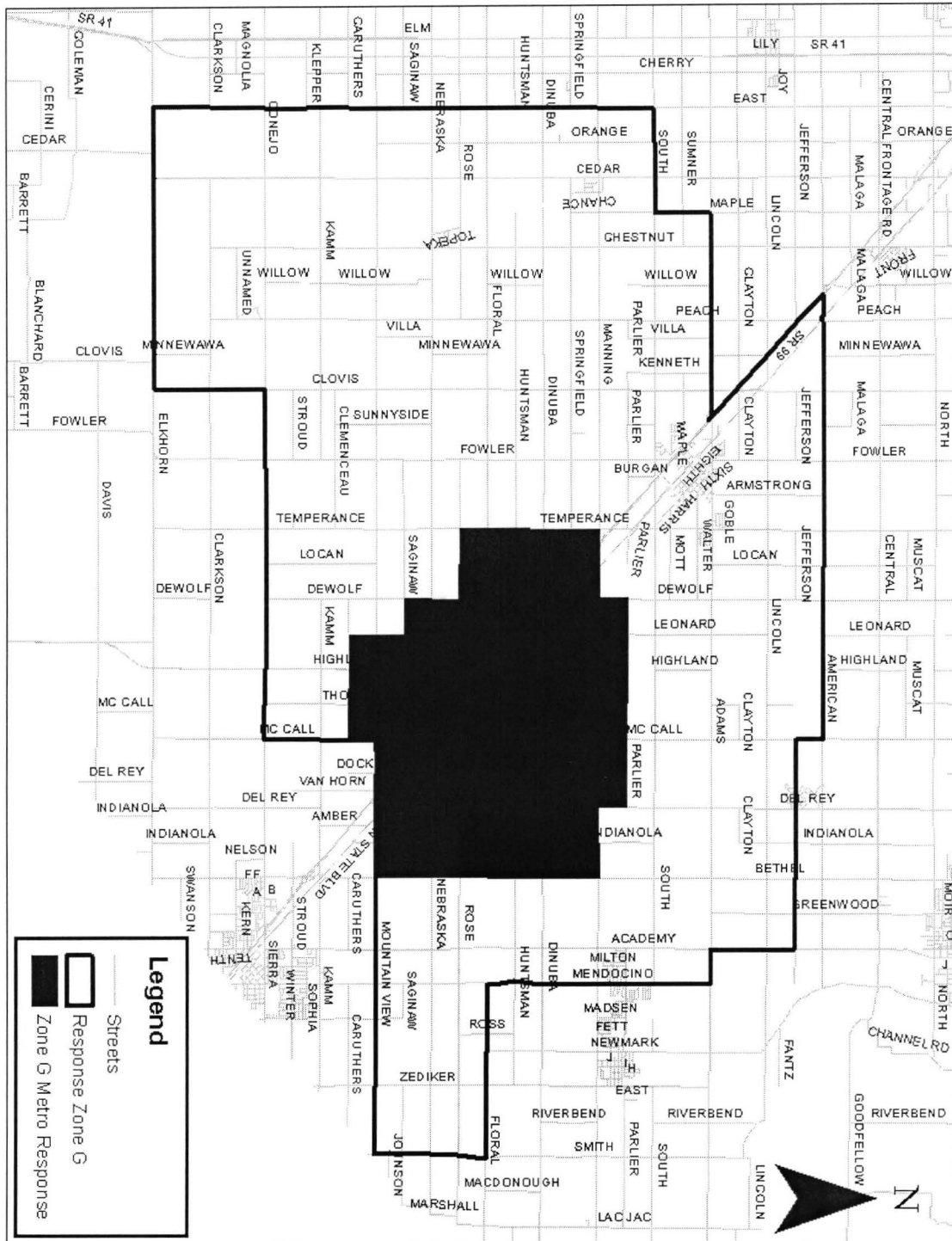
The Rural Response Area includes the area within the Fresno County Ambulance Service Area Zone G (Exhibit A), excluding the area identified as the Metropolitan Response Area (Exhibit B).

Exhibit C

Fresno County Ambulance Service Area

Zone G

Rural Response Area



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

April 20, 2015

ITEM NO:

1.e.

SUBJECT:

Consideration and necessary action on Resolution authorizing the withdrawal from the Five Cities Economic Development Authority, A Joint Powers Authority.


DISCUSSION: During the April 6, 2015 Selma City Council meeting, Council discussed at length the continued participation as a member of the Five Cities Economic Development Authority, A Joint Powers Authority (JPA) .

It was the consensus of Council to withdrawal from the JPA and direct staff to research other economic development ventures.

In accordance with Article 19 of the Joint Powers Agreement, staff has prepared the attached Resolution authorizing the withdrawal from membership.

<u>COST:</u> (Enter cost of item to be purchased in box below)		<u>BUDGET IMPACT:</u> (Enter amount this non-budgeted item will impact this years' budget in box below – if budgeted, enter NONE).
N/A		None
<u>FUNDING:</u> (Enter the funding source for this item in box below – if fund exists, enter the balance in the fund).		<u>ON-GOING COST:</u> (Enter the amount that will need to be budgeted each year in box below – if one-time cost, enter NONE).
Funding Source: Fund Balance:		

RECOMMENDATION: Approve Resolution and direct staff to file notice with Authority.



 Ken Grey, City Manager

4/16/2015

 Date

We _____ and _____
 Ken Grey, City Manager Steve Yribarren, Financial Consultant

do hereby agree that the funding for the above is correct and that enough funds exist to cover the expenditure.

RESOLUTION NO. 2015 - ____R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF SELMA AUTHORIZING THE WITHDRAWAL
FROM THE FIVE CITIES ECONOMIC DEVELOPMENT
AUTHORITY, A JOINT POWERS AUTHORITY**

WHEREAS, the City of Selma ("City") is a Member Entity of the Five Cities Economic Development Authority, a joint powers agency providing economic development services to its members; and

WHEREAS, the Selma City Council approved the Joint Powers Agreement creating and participating in the Five Cities Economic Development Authority on or about May of 1998; and

WHEREAS, Article 19 of the Joint Powers Agreement allows any Member Entity to withdraw from membership in the Authority upon adoption of a Resolution authorizing withdrawal and the filing of notice thereof with the Authority; and

WHEREAS, Selma City Council has reviewed and discussed the participation in the Authority for the upcoming fiscal year; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Selma that their membership to the Five Cities Joint Powers Economic Development Authority is withdrawn and the Authority is hereby directed to execute an Amendment to the Joint Powers Agreement and to take any other necessary steps related thereto.

The foregoing Resolution was duly approved by the Selma City Council at a regular meeting held on the 20th day of April, 2015, by the following vote, to wit:

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

Scott Robertson
Mayor of the City of Selma

Reyna Rivera
City Clerk

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

April 20, 2015

ITEM NO:

1.f.

SUBJECT:

Change to banking authorized signers

DISCUSSION:

With the recent changes, individuals authorizing the deposit and withdrawal of funds need to be changed.

Documents have been prepared naming the City Manager, and Finance Manager as authorized signers on the City of Selma's LAIF account.

<u>COST:</u> (Enter cost of item to be purchased)		<u>BUDGET IMPACT:</u> (Enter amount this non-budgeted item will impact this years' budget – if budgeted, enter NONE).
None		None
<u>FUNDING:</u> (Enter the funding source for this item – if fund exists, enter the balance in the fund).		<u>ON-GOING COST:</u> (Enter the amount that will need to be budgeted each year – if one-time cost, enter NONE).
Funding Source: N/A Fund Balance: N/A		None

RECOMMENDATION: Approve Resolution changing the authorized signers on the City of Selma's LAIF account.

/s/ Steve Yribarren

04/16/2015

Steve Yribarren, Financial Consultant

Date


Ken Grey, City Manager


Date

We _____ and _____
Ken Grey, City Manager Steve Yribarren, Financial Consultant
do hereby agree that the funding for the above is correct and that enough funds exist to cover the expenditure.

RESOLUTION NO. 2015 – ___R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA
AUTHORIZING INVESTMENT OF CITY OF SELMA MONIES
IN THE LOCAL AGENCY INVESTMENT FUND –
CITY LAIF**

WHEREAS, pursuant to Chapter 730 of the Statutes of 1976, Section 16429.1 was added to the California Government Code to create a Local Agency Investment Fund in the State Treasury for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the City of Selma does hereby find that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with the provisions of Section 16429.1 of the Government Code for the purposes of investment as stated therein are in the best interests of the City of Selma.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Selma does hereby authorize the deposit and withdrawal of City of Selma monies in the Local Agency Investment Fund in the State Treasury in accordance with the laws of the State of California for purposes of investment as stated therein.

BE IT FURTHER RESOLVED, that the following City of Selma officers, or their successors in office, shall be authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund:

Name: Kenneth Grey

Title: City Manager

Name: Isaac Moreno

Title: Finance Manager

* * * * *

The foregoing Resolution was duly approved by the City Council of the City of Selma, State of California, at a regular meeting held on the 20th day of April, 2015 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

Check Register Report

Date: 04/14/2015

Time: 9:07 am

Page: 1

City of Selma

BANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK Checks							
65137	03/17/2015	Printed		12100.050	U.S. BANK CORPORATE PMT SYSTEM	CALCARD CHARGES 1/23-2/23/15	59,883.47
65138	03/17/2015	Printed		12220.210	VALLEY NETWORK SOLUTIONS INC.	NET CARE,PROJECTOR,PRODESK	24,474.63
65139	03/17/2015	Printed		12270.190	VERIZON WIRELESS	AIRCARDS-FEBRUARY 2015	523.08
65140	03/17/2015	Printed		10670.280	VICKI CROW, C.P.A.	PROPERTY TAX/SEWER 2ND INSTALL	2,207.24
65141	03/17/2015	Printed		12284.148	VIGILANT CANINE SERVICES	K9 SERVICE MAINT -FEB 15	175.00
65142	03/17/2015	Printed		12312.010	VIKING CLEANING SERVICE	SENIOR CENTER FLOORING	1,360.00
65143	03/27/2015	Printed		10170.073	AIR LIQUIDE HEALTHCARE AMERICA	OXYGEN CYLINDER RENTAL	98.42
65144	03/27/2015	Printed		10180.850	ALVES ELECTRIC	ST LT REPAIR & SHAFER LIGHTING	4,397.18
65145	03/27/2015	Printed		10190.063	AMERICAN AMBULANCE	APRIL 2015 PAYMENT	80,333.33
65146	03/27/2015	Printed		10197.168	LOUIE ARMENDAREZ	REFUND DUI	420.00
65147	03/27/2015	Printed		10100.510	AT&T	TELEPHONE-MARCH 2015	18.65
65148	03/27/2015	Printed		10100.515	AT&T	FAX CHARGES-MARCH 2015	81.09
65149	03/27/2015	Printed		10340.385	AT&T MOBILITY	TELEPHONE-MDT'S FEBRUARY 15	1,661.01
65150	03/27/2015	Printed		10210.255	BANNER PEST CONTROL INC	PEST CONTROL-MARCH 2015	441.00
65151	03/27/2015	Printed		10340.610	CITY OF FRESNO-POLICE DEPT.	RANGE USE-SIM HOUSE USE/RENTAL	1,274.87
65152	03/27/2015	Printed		10450.254	DORFMEIER MASONRY, INC	ADA COMPLIANT SIDEWALK-CH	3,450.00
65153	03/27/2015	Printed		10634.075	MEURY DUENAS	T-BALL REFUND	50.00
65154	03/27/2015	Printed		10510.100	EAGLE CONCRETE	REPL MISSING CURB & SIDEWALK	1,300.00
65155	03/27/2015	Printed		10670.270	FRESNO CO TREASURER-SHERIFF	PRISONER PROCESSING-FEB 15	72.00
65156	03/27/2015	Printed		10670.292	FRESNO COUNTY AUDITOR'S OFFICE	COUNTY PARKING FEBRUARY 2015	62.50
65157	03/27/2015	Printed		10670.520	FRESNO-MADERA AAA	SENIOR MEALS AND SUPPLIES	143.22
65158	03/27/2015	Printed		10820.020	HEALTHEDGE ADMINISTRATORS INC.	ADMINISTRATIVE FEES-APR 2015	753.79
65159	03/27/2015	Printed		10820.020	HEALTHEDGE ADMINISTRATORS INC.	DENTAL,CHIRO 3/18/15	2,465.38
65160	03/27/2015	Printed		11000.014	JAS PACIFIC	PLAN CHECKS-VALLEY VIEW,MCCALL	4,418.10
65161	03/27/2015	Printed		11110.753	KASCOPH ENTERPRISES	ART SUPPLIES-SC	22.40
65162	03/27/2015	Printed		11120.400	KENT M. KAWOGOE, PH.D.	PRE-EMPL PSYCOLOGICAL EXAM	600.00
65163	03/27/2015	Printed		11120.510	JEFF KESTLY	MEDICAL PREMIUM REIMB APR 15	148.78
65164	03/27/2015	Printed		11190.400	KULOW BROTHERS	EXPENSE VOUCHER -PD	214.45
65165	03/27/2015	Printed		11220.027	LEE CENTRAL CALIFORNIA	ORDINANCE AMMEND-MASSAGE/ENCRO	132.01
65166	03/27/2015	Printed		11230.180	LIEBERT, CASSIDY, WHITMORE INC	FLSA 7K EXEMPTION REVIEW/AUDIT	6,994.40
65167	03/27/2015	Printed		11250.630	LOSS PROTECTION AND	MONTHLY SERVICES OF CONTAINERS	60.00
65168	03/27/2015	Printed		11270.393	CEASAR LUNA	EMS RECERTIFICATION	80.00
65169	03/27/2015	Printed		11330.050	STEVEN MCINTIRE	MEDICAL PREMIUM REIMB APR 15	1,373.43
65170	03/27/2015	Printed		11380.300	MYERS STEVENS & TOOHEY & CO.	FD EMP LIFE INS-APR 2015	1,400.00
65171	03/27/2015	Printed		11400.032	NGLIC CO SUPERIOR VISION	VISION INS PREM-APR 2015	1,714.57
65172	03/27/2015	Printed		11400.037	NHA ADVISORS	2014 PFA ASSESSMENT BONDS	2,975.00
65173	03/27/2015	Void	03/27/2015			Void Check	0.00
65174	03/27/2015	Printed		11530.100	OFFICE DEPOT	OFFICE SUPPLIES	677.21
65175	03/27/2015	Printed		11620.715	MATTHEW PETERS	PARAMEDIC RECERTIFICATION	200.00
65176	03/27/2015	Printed		11610.156	PG&E	ST LIGHTS W FRONT & WHITSON	7,581.91
65177	03/27/2015	Printed		11803.285	R&E WELDING	SKATE PARK LIGHTING BOX	960.00
65178	03/27/2015	Printed		11810.361	RAY MORGAN COMPANY	MAINT/COPY AGREEMENT-FEB 15	393.66
65179	03/27/2015	Printed		11910.433	SAMPSON, SAMPSON, AND PATTERSON	AUDIT-YE 06/30/14 FEB 2015	2,500.00
65180	03/27/2015	Printed		11926.843	SECOND CHANCE ANIMAL SHELTER	MONTHLY SUPPORT PAYMENT-APR	5,500.00
65181	03/27/2015	Printed		11945.800	SELMA UNIFIED SCHOOL DISTRICT	SHS POOL FEES-PD BY HEALTH DIS	1,800.00

Check Register Report

Date: 04/14/2015

Time: 9:07 am

Page: 2

City of Selma

BANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK Checks							
65182	03/27/2015	Printed		11965.110	SOUTH COUNTY VETERINARY	MONTHLY FREEZER USE-MAR 15	350.00
65183	03/27/2015	Printed		11900.389	SPARKLETTS	WATER SERIVCE-PD	99.25
65184	03/27/2015	Printed		11930.108	SPEEDO CHECK	SPEEDOMETER CHECK-PD VEHICLES	924.00
65185	03/27/2015	Printed		11985.138	SUN LIFE	EMPLOYEE INSURANCE-APR 2015	727.00
65186	03/27/2015	Printed		11989.479	SWIM AMERICA	LIFEGUARDS-PD BY HEALTH DIST	3,830.00
65187	03/27/2015	Printed		12310.051	WAL MART STORES, INC.	REIMB. AGREEMENT-APR 2015	2,010.34
65188	03/27/2015	Printed		12252.630	YRIBARREN GROUP	CONSULTING SERVICES-MAR 2015	6,250.00
65189	04/08/2015	Printed		10400.215	DIVISION OF THE STATE ARCHITEC	ADA BUSINESS LICENSE FEE	84.90
				Total Checks: 53		Checks Total (excluding void checks):	239,667.27
				Total Payments: 53		Bank Total (excluding void checks):	239,667.27
				Total Payments: 53		Grand Total (excluding void checks):	239,667.27

DEPARTMENT	EMPLOYEE NAME	EMPLOYEE POSITION	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT	
IT	ANDY CLIFTON	IT TECHNICIAN	2/5/15	OFFICE MAX	USB EXTENSION CABLE	704-9600-600.110.000	64.12	
	ANDY CLIFTON	IT TECHNICIAN	2/12/15	HOME DEPOT	CAT 6 CABLE (1000' SPOOL PD)	100-2100-600.110.000	165.58	
	ANDY CLIFTON	IT TECHNICIAN	2/17/15	GEO TRUST INC	RDS.CITYOFSELMA.COM SSL CERTIFICATE RENEWAL	704-9600-600.110.000	86.00	
	ANDY CLIFTON	IT TECHNICIAN	2/18/15	OFFICE MAX	USB FLASH DRIVE	704-9600-600.110.000	16.29	331.99
	REYNA RIVERA	CITY CLERK	2/2/15	SAVE MART	COUNCIL MEETING SUPPLIES	100-1100-600.250.000	6.98	6.98
ECONOMIC	ROSEANN GALVAN	ADMINISTRATIVE ANALYST	2/4/15	CA ASSN FOR LOCAL ED	AWARD APPLICATION	100-1550-600.210.000	200.00	
	ROSEANN GALVAN	ADMINISTRATIVE ANALYST	2/5/15	WALMART	TEAM SELMA-SALAD, DRINKS, DESSERT	100-1550-610.920.000	31.93	
	ROSEANN GALVAN	ADMINISTRATIVE ANALYST	2/5/15	KATIE'S KITCHEN	TEAM SELMA-MAIN ENTRÉE, BREAD	100-1550-610.920.000	159.83	
	ROSEANN GALVAN	ADMINISTRATIVE ANALYST	2/9/15	VALERO	FUEL FOR CITY VEHICLE -SUSD GAS NOT AVAILABLE	701-9200-600.257.000	26.03	
	ROSEANN GALVAN	ADMINISTRATIVE ANALYST	2/17/15	WALMART	LEADERSHIP SELMA-PART OF LUNCH	100-1550-610.920.000	11.31	
	ROSEANN GALVAN	ADMINISTRATIVE ANALYST	2/18/15	KATIE'S KITCHEN	TEAM SELMA-MAIN ENTRÉE, BREAD	100-1550-610.920.000	68.50	497.60
CITY MANAGER	KEN GREY	CITY MANAGER	1/23/15	MCCOY'S COFFEE SHOP	MEETING EXPENSE W/ MAYOR AND FRESNO CITY COUNCIL MEMBER	100-1300-610.920.000	32.02	
	KEN GREY	CITY MANAGER	2/10/15	OFFICE MAX	OFFICE SUPPLIES (CHAIR)	605-4300-600.250.000	157.63	189.65
FIRE	CITY OF SELMA FIRE QRT MST	ENGINEER	1/21/2015	HOME DEPOT-SELMA	DRILL BIT TOOL FOR STATION 1	100-2525-600.305.000	17.09	
	CITY OF SELMA FIRE QRT MST	ENGINEER	2/18/2015	ALL HANDS FIRE EQUIP	TURNOUT GEAR HANGERS	100-2525-600.250.000	300.98	
	CITY OF SELMA FIRE QRT MST	ENGINEER	2/20/2015	WALMART SELMA CA	TURNOUT GEAR HANGERS	100-2525-600.250.000	15.80	333.87
	CITY OF SELMA-TRAINING DIV	ENGINEER	2/6/15	THE HOME DEPOT-SELMA, CA	BARK AND ROCK FOR HEADQUARTERS	100-2500-600.250.000	33.51	
	CITY OF SELMA-TRAINING DIV	ENGINEER	2/18/2015	WESTERN PACIFIC DIST	NEW FILTER FOR ICE MACHINE STATION 2	100-2525-600.305.000	7.25	40.76
	CITY OF SELMA-STATION 1	CAPTAIN	1/22/2015	THE HOME DEPOT-SELMA, CA	OIL AND WD 40 FOR CHAIN SAW	100-2525-600.375.000	14.19	
	CITY OF SELMA-STATION 1	CAPTAIN	1/29/2015	THE HOME DEPOT-SELMA, CA	MALLET FOR E 311	701-9200-600.256.000	44.48	
	CITY OF SELMA-STATION 1	CAPTAIN	2/3/2015	NAPA AUTO SELMA, CA	12 V BULB FOR LIGHT ON ENGINE PANEL	701-9200-600.256.000	1.73	
	CITY OF SELMA-STATION 1	CAPTAIN	2/3/2015	HOME DEPOT-SELMA	GARDEN HOSE REPAIR AND SPRAY NOZZLE	100-2525-600.305.000	11.60	72.00
	KELLI TELLEZ	DEPARTMENT SECRETARY	1/26/2015	USPS	CHANGE OF ADDRESS-CHARGE TO CONFIRM	100-2500-600.120.000	1.05	
	KELLI TELLEZ	DEPARTMENT SECRETARY	2/10/2015	WALMART SELMA CA	PAPER TOWELS & ENVELOPES	100-2525-600.250.000	16.11	17.16
	MIKE KAIN	FIRE CHIEF	1/23/2015	WM GRAINGER	BLOWER MOTOR FOR TURNOUT DRYER	100-0000-270.040.000	586.24	
	MIKE KAIN	FIRE CHIEF	2/6/2015	HOME DEPOT-SELMA	WEED BLOCK & MULCH FOR FIRE HEADQUARTERS	100-2500-600.250.000	85.18	671.42
INFORMATION SYSTEMS	JERRY HOWELL	INFORMATION SYSTEMS SUPERVISOR	1/22/15	SELMA POST OFFICE	PLANS AND PERMITS FOR TAX ASSESSOR	100-3200-600.100.000	17.90	
	JERRY HOWELL	INFORMATION SYSTEMS SUPERVISOR	1/23/15	OFFICE MAX	PRINTER FOR PD	100-2100-600.250.000	271.80	
	JERRY HOWELL	INFORMATION SYSTEMS SUPERVISOR	12/15/14	NELSON'S	EQUIP FOR CODE ENFORCEMENT	100-3200-600.100.000	23.91	
	JERRY HOWELL	INFORMATION SYSTEMS SUPERVISOR	1/29/15	OFFICE MAX	PRINTER FOR ARTS CENTER	100-4300-600.250.000	130.46	
	JERRY HOWELL	INFORMATION SYSTEMS SUPERVISOR	1/30/15	OFFICE MAX	CD'S FOR IT	704-9600-600.100.000	27.16	471.23
POLICE	ART RIOS	POLICE OFFICER	2/4/15	NELSON'S HARDWARE	HARDWARE	100-2100-600.250.000	38.60	
	ART RIOS	POLICE OFFICER	2/17/15	UNITED STATES POSTAL SERVICE	POSTAGE	100-2100-600.120.000	20.43	
	ART RIOS	POLICE OFFICER	2/17/15	OFFICE MAX	EXTENSION CORD AND PROTECTOR	100-2100-600.250.000	30.42	
	ART RIOS	POLICE OFFICER	2/21/15	AMAZON	BLACKOUT FILTER	100-2100-600.250.000	65.71	155.16
	CALEB GARCIA	POLICE OFFICER	1/22/15	CHEVRON, MODESTO	FUEL -US MARSHALL HOMICIDE CASE	701-9200-600.257.000	37.39	
	CALEB GARCIA	POLICE OFFICER	1/29/15	CHEVRON, GILROY	FUEL -US MARSHALL HOMICIDE CASE	701-9200-600.257.000	35.91	
	CALEB GARCIA	POLICE OFFICER	2/2/15	CHEVRON, MODESTO	FUEL -US MARSHALL HOMICIDE CASE	701-9200-600.257.000	41.90	
	CALEB GARCIA	POLICE OFFICER	2/3/15	CHEVRON, FRESNO	FUEL -US MARSHALL HOMICIDE CASE	701-9200-600.257.000	44.87	
	CALEB GARCIA	POLICE OFFICER	2/4/15	CHEVRON, VERDI NV	FUEL -US MARSHALL HOMICIDE CASE	701-9200-600.257.000	47.65	
	CALEB GARCIA	POLICE OFFICER	2/5/15	CHEVRON, FRESNO	FUEL -US MARSHALL HOMICIDE CASE	701-9200-600.257.000	51.95	
	CALEB GARCIA	POLICE OFFICER	2/6/15	SHELL, OAKLAND	FUEL -US MARSHALL HOMICIDE CASE	701-9200-600.257.000	40.16	299.83
	CHRISTIE EDIGER	LIEUTENANT	1/23/15	STAPLES	OFFICE SUPPLIES	100-2100-600.100.000	86.97	
	CHRISTIE EDIGER	LIEUTENANT	2/2/15	STAPLES	OFFICE SUPPLIES	100-2100-600.100.000	63.92	150.89
	DEBBIE GOMEZ	COMMUNITY SERVICE OFFICER	1/29/2015	GALLS	DUTY BELTS FOR PATROL	100-2200-600.250.000	127.59	
	DEBBIE GOMEZ	COMMUNITY SERVICE OFFICER	1/30/2015	GALLS	DUTY HOLSTERS AND BELT KEEPERS FOR PATROL	100-2200-600.250.000	1607.23	
	DEBBIE GOMEZ	COMMUNITY SERVICE OFFICER	1/30/2015	ARROWHEAD SCIENTIFIC INC	EVIDENCE TAPE/PLACE CARDS/PHOTO RULERS	100-2200-600.250.000	458.29	
	DEBBIE GOMEZ	COMMUNITY SERVICE OFFICER	2/4/2015	GALLS	BATONS/HOLDER/DUTY BELTS/LIGHT HOLDERS	100-2200-600.250.000	1566.65	3,759.76

April 20, 2015 Council Packet

								Trace Numbers to employee Statement and Agree
DEPARTMENT	EMPLOYEE NAME	EMPLOYEE POSITION	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT	
POLICE	FRANK SANTILLAN	POLICE SERGEANT	1/22/2015	BEARS DEN	CHIEFS MEETING	100-2100-600.250.000	12.00	
	FRANK SANTILLAN	POLICE SERGEANT	2/1/2015	RADIO SHACK	OFFICE SUPPLIES	100-2100-600.100.000	21.73	
	FRANK SANTILLAN	POLICE SERGEANT	1/31/2015	AMAZON INTERNET	POLICE UNIFORMS -REVOLVING ACCT	100-0000-123.010.000	108.23	
	FRANK SANTILLAN	POLICE SERGEANT	2/11/2015	AUTOZONE	VEHICLE CLEANING SUPPLIES	100-2200-600.250.000	19.09	
	FRANK SANTILLAN	POLICE SERGEANT	2/18/2015	BEARS DEN	CHIEFS MEETING	100-2100-600.250.000	14.00	
	FRANK SANTILLAN	POLICE SERGEANT	2/18/2015	STARBUCKS	CHIEFS MEETING	100-2100-600.250.000	29.90	204.95
	GILBERT CANTU	POLICE SERGEANT	1/29/15	OFFICE MAX	INDEX DIVIDERS FOR VIP LOG BOOK	100-2100-600.100.000	15.61	
	GILBERT CANTU	POLICE SERGEANT	2/12/15	GALLS	BOOTS, SHOOTING GLASSES	100-0000-123.010.000	333.61	349.22
	MYRON DYCK	LIEUTENANT	1/28/15	METRO UNIFORM	PATCHES FOR UNIFORMS PER MOU	100-2200-600.250.000	429.46	
	MYRON DYCK	LIEUTENANT	1/30/15	AMAZON	BATTERIES FOR PORTABLE RADIOS	100-2200-600.250.000	209.90	639.36
	POLICE DEPT NO 1		1/14/15	PITNEY BOWES	POSTAGE METER INK	100-2100-600.100.000	66.53	66.53
	RENE GARZA	DETECTIVE -POLICE OFFICER	1/29/15	SHELL	FUEL FOR UC CAR	701-9200-600.257.000	38.61	
	RENE GARZA	DETECTIVE -POLICE OFFICER	2/3/15	ALL CASES	EQUIPMENT FOR EVIDENCE/D GOMEZ	100-2200-600.250.000	1,307.00	
	RENE GARZA	DETECTIVE -POLICE OFFICER	2/11/15	ALL CASES	EQUIPMENT FOR EVIDENCE/D GOMEZ	100-2200-600.250.000	223.11	
	RENE GARZA	DETECTIVE -POLICE OFFICER	2/19/15	CNOA	CNOA MEMBERSHIP FOR NARCOTICS	100-2100-610.900.000	100.00	1,668.72
	RUDY ALCARAZ	SERGEANT	1/29/15	GALLS	DUTY EQUIPMENT	100-2200-600.250.000	620.86	
	RUDY ALCARAZ	SERGEANT	1/29/15	WALMART	DIGITAL CAMERAS	100-2200-600.250.000	375.10	
	RUDY ALCARAZ	SERGEANT	1/28/15	NELSON'S HARDWARE	DUPLICATE KEY	100-2200-600.250.000	2.49	998.45
	STEVE MARES	COMMUNITY RESOURCE OFFICER	1/29/15	BEARS DEN	CITY MEETING	100-2200-610.920.000	14.00	
	STEVE MARES	COMMUNITY RESOURCE OFFICER	2/2/15	OFFICE MAX	OFFICE SUPPLIES	100-2100-600.100.000	59.21	
	STEVE MARES	COMMUNITY RESOURCE OFFICER	2/5/15	BEARS DEN	CITY MEETING	100-2200-610.920.000	14.00	
	STEVE MARES	COMMUNITY RESOURCE OFFICER	2/5/15	STARBUCKS	CITY MEETING	100-2200-610.920.000	45.00	132.21
	TERRY REID	SERGEANT	1/13/15	OFFICE MAX	SUPPLIES FOR WEED N SEED BUILDING	100-2200-600.250.00	145.45	145.45
	TIM CANNON	SERGEANT	1/29/15	HOLIDAY INN BURBANK	2 ROOMS FOR TRAINING	100-2200-610.915.000	592.74	
	TIM CANNON	SERGEANT	1/29/15	EXXON MOBIL	FUEL -TRAINING	100-2200-600.250.000	28.57	621.31
PUBLIC WORKS	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	1/6/2015	CENTRAL SANITARY SUPPLY	MISCELLANEOUS JANITORIAL SUPPLIES	702-9300-600.250.000	\$190.12	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	1/21/2015	JAM SERVICES	4-WAY FLASHER RELAY	210-5400-600.250.000	\$43.49	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	1/28/2015	JAM SERVICES	8 AUDIBLE PEDESTRIAN SIGNALS FOR BARBARA & MCCALL	210-5400-600.250.000	\$2,565.91	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	1/30/2015	NELSON'S ACE HARDWARE	SPECIAL SUPPLIES - BUILDING (PD)	702-9300-600.250.000	\$5.37	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	1/30/2015	NELSON'S ACE HARDWARE	SENIOR CENTER	702-9300-600.370.000	\$29.30	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	1/30/2015	NELSON'S ACE HARDWARE	SENIOR CENTER	702-9300-600.370.000	\$155.30	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	1/30/2015	EWING IRRIGATION PRODUCTS	MISC IRRIGATION SUPPLIES - LLMD6	220-5300-600.250.406	\$14.98	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	1/30/2015	EWING IRRIGATION PRODUCTS	MISC IRRIGATION SUPPLIES - LLMD11	220-5300-600.250.411	\$14.98	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	1/30/2015	EWING IRRIGATION PRODUCTS	MISC IRRIGATION SUPPLIES - LLMD7	220-5300-600.250.407	\$14.98	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	1/30/2015	EWING IRRIGATION PRODUCTS	MISC IRRIGATION SUPPLIES - LLMD5	220-5300-600.250.405	\$14.98	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	1/30/2015	EWING IRRIGATION PRODUCTS	MISC IRRIGATION SUPPLIES - LLMD4	220-5300-600.250.404	\$14.98	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	1/30/2015	EWING IRRIGATION PRODUCTS	MISC IRRIGATION SUPPLIES - LLMD3	220-5300-600.250.403	\$14.98	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	1/30/2015	EWING IRRIGATION PRODUCTS	MISC IRRIGATION SUPPLIES - LLMD2	220-5300-600.250.402	\$14.98	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	1/30/2015	EWING IRRIGATION PRODUCTS	MISC IRRIGATION SUPPLIES - LLMD1	220-5300-600.250.401	\$14.98	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	1/30/2015	EWING IRRIGATION PRODUCTS	MISC IRRIGATION SUPPLIES - LLMD8	220-5300-600.250.408	\$14.98	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	1/30/2015	EWING IRRIGATION PRODUCTS	MISC IRRIGATION SUPPLIES	100-5300-600.250.000	\$134.82	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	2/2/2015	CENTRAL VALLEY LOCK & SAFE	SPECIAL SUPPLIES - BUILDING	702-9300-600.250.000	\$17.00	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	2/2/2015	CENTRAL SANITARY SUPPLY	HAND SOAP FOR ART CENTER	605-4300-600.250.000	\$185.61	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	2/2/2015	NELSON'S ACE HARDWARE	SPECIAL SUPPLIES - BUILDING (CITY HALL)	702-9300-600.250.000	\$32.61	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	2/2/2015	NELSON'S ACE HARDWARE	SENIOR CENTER	702-9300-600.370.000	\$128.22	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	2/2/2015	STATEWIDE TRAFFIC SAFETY &	TRAFFIC SAFETY SIGNS, CONES, BARRICADES & SANDBAGS	210-5400-600.250.000	\$4,280.95	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	2/5/2015	NELSON'S ACE HARDWARE	GRAFFITI ABATEMENT SUPPLIES	210-5400-600.250.000	\$34.01	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	2/6/2015	NELSON'S ACE HARDWARE	SPECIAL SUPPLIES - LLMD2	220-5300-600.250.402	\$6.22	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	2/6/2015	NELSON'S ACE HARDWARE	SPECIAL SUPPLIES - LLMD3	220-5300-600.250.403	\$6.22	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	2/6/2015	NELSON'S ACE HARDWARE	SPECIAL SUPPLIES - LLMD1	220-5300-600.250.401	\$6.22	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	2/6/2015	NELSON'S ACE HARDWARE	SPECIAL SUPPLIES - LLMD5	220-5300-600.250.405	\$6.22	

			TRANSACTION		DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT	Trace Numbers to employee Statement and Agree
DEPARTMENT	EMPLOYEE NAME	EMPLOYEE POSITION	DATE	VENDOR NAME				
PUBLIC WORKS	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	2/6/2015	NELSON'S ACE HARDWARE	SPECIAL SUPPLIES - LLMD6	220-5300-600.250.406	\$6.22	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	2/6/2015	NELSON'S ACE HARDWARE	SPECIAL SUPPLIES - LLMD7	220-5300-600.250.407	\$6.22	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	2/6/2015	NELSON'S ACE HARDWARE	SPECIAL SUPPLIES - LLMD8	220-5300-600.250.408	\$6.22	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	2/6/2015	NELSON'S ACE HARDWARE	SPECIAL SUPPLIES - LLMD11	220-5300-600.250.411	\$6.22	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	2/6/2015	NELSON'S ACE HARDWARE	SPECIAL SUPPLIES - LLMD4	220-5300-600.250.404	\$6.22	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	2/6/2015	NELSON'S ACE HARDWARE	SPECIAL SUPPLIES - BUILDING (SENIOR CENTER)	702-9300-600.250.000	\$41.29	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	2/6/2015	NELSON'S ACE HARDWARE	SPECIAL SUPPLIES - PARKS	100-5300-600.250.000	\$56.00	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	2/18/2015	NELSON'S ACE HARDWARE	SPECIAL SUPPLIES - BUILDING (CITY HALL)	702-9300-600.250.000	\$7.82	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	2/18/2015	NELSON'S ACE HARDWARE	SENIOR CENTER	702-9300-600.370.000	\$206.32	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	2/18/2015	EWING IRRIGATION PRODUCTS	MISC IRRIGATION SUPPLIES - LLMD6	220-5300-600.250.406	\$12.72	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	2/18/2015	EWING IRRIGATION PRODUCTS	MISC IRRIGATION SUPPLIES - LLMD11	220-5300-600.250.411	\$12.72	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	2/18/2015	EWING IRRIGATION PRODUCTS	MISC IRRIGATION SUPPLIES - LLMD7	220-5300-600.250.407	\$12.72	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	2/18/2015	EWING IRRIGATION PRODUCTS	MISC IRRIGATION SUPPLIES - LLMD5	220-5300-600.250.405	\$12.72	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	2/18/2015	EWING IRRIGATION PRODUCTS	MISC IRRIGATION SUPPLIES - LLMD4	220-5300-600.250.404	\$12.72	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	2/18/2015	EWING IRRIGATION PRODUCTS	MISC IRRIGATION SUPPLIES - LLMD3	220-5300-600.250.403	\$12.72	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	2/18/2015	EWING IRRIGATION PRODUCTS	MISC IRRIGATION SUPPLIES - LLMD2	220-5300-600.250.402	\$12.72	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	2/18/2015	EWING IRRIGATION PRODUCTS	MISC IRRIGATION SUPPLIES - LLMD1	220-5300-600.250.401	\$12.72	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	2/18/2015	EWING IRRIGATION PRODUCTS	MISC IRRIGATION SUPPLIES - LLMD8	220-5300-600.250.408	\$12.72	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	2/18/2015	EWING IRRIGATION PRODUCTS	MISC IRRIGATION SUPPLIES	100-5300-600.250.000	\$114.49	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	2/18/2015	NELSON'S POWER CENTER	48" MOWER	220-5300-700.200.406	\$256.68	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	2/18/2015	NELSON'S POWER CENTER	48" MOWER	220-5300-700.200.407	\$256.68	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	2/18/2015	NELSON'S POWER CENTER	48" MOWER	220-5300-700.200.408	\$256.68	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	2/18/2015	NELSON'S POWER CENTER	48" MOWER	220-5300-700.200.411	\$256.68	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	2/18/2015	NELSON'S POWER CENTER	48" MOWER	220-5300-700.200.405	\$256.68	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	2/18/2015	NELSON'S POWER CENTER	48" MOWER	220-5300-700.200.402	\$256.68	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	2/18/2015	NELSON'S POWER CENTER	48" MOWER	220-5300-700.200.403	\$256.68	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	2/18/2015	NELSON'S POWER CENTER	48" MOWER	220-5300-700.200.404	\$256.68	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	2/18/2015	NELSON'S POWER CENTER	48" MOWER	220-5300-700.200.401	\$256.69	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	2/18/2015	NELSON'S POWER CENTER	48" MOWER, 75% PARKS, 25% LLMD5 TO SHARE	100-5300-700.200.000	\$6,930.41	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	12/31/2015	CENTRAL SANITARY SUPPLY	MISCELLANEOUS JANITORIAL SUPPLIES	702-9300-600.250.000	\$157.95	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	12/31/2015	CENTRAL SANITARY SUPPLY	ROLL TOILET PAPER FOR PARKS	100-5300-600.250.000	\$175.32	18,107.72
	SHANE FERRELL	MAINTENANCE WORKER III	1/22/2015	NELSON'S ACE HARDWARE	SPECIAL SUPPLIES - BUILDING (SENIOR CENTER)	702-9300-600.250.000	\$1.47	
	SHANE FERRELL	MAINTENANCE WORKER III	1/22/2015	NELSON'S ACE HARDWARE	SPECIAL SUPPLIES - BUILDING (PD)	702-9300-600.250.000	\$38.03	
	SHANE FERRELL	MAINTENANCE WORKER III	1/22/2015	NELSON'S ACE HARDWARE	TREE WELL REPAIR	210-5400-600.250.000	\$38.67	78.17
	STEVE GIBBS	EQUIPMENT MECHANIC III	1/21/2015	KIMBALL MIDWEST	AUTO PARTS - #3602	701-9200-600.256.000	\$179.76	
	STEVE GIBBS	EQUIPMENT MECHANIC III	1/21/2015	BATTERY SYSTEMS	AUTO PARTS - #3602	701-9200-600.256.000	\$1,049.68	
	STEVE GIBBS	EQUIPMENT MECHANIC III	1/22/2015	O'REILLY AUTO SUPPLY	AUTO PARTS	701-9200-600.256.000	\$21.51	
	STEVE GIBBS	EQUIPMENT MECHANIC III	1/26/2015	NAPA AUTO PARTS	AUTO PARTS - #159	701-9200-600.256.000	\$76.42	
	STEVE GIBBS	EQUIPMENT MECHANIC III	1/26/2015	O'REILLY AUTO SUPPLY	AUTO PARTS - #159	701-9200-600.256.000	\$128.12	
	STEVE GIBBS	EQUIPMENT MECHANIC III	1/26/2015	O'REILLY AUTO SUPPLY	AUTO PARTS - SHOP	701-9200-600.256.000	\$133.86	
	STEVE GIBBS	EQUIPMENT MECHANIC III	1/27/2015	HERWALDT MOTORSPORTS	AUTO SERVICE - REPAIRS #85	701-9200-600.457.000	\$4,554.22	
	STEVE GIBBS	EQUIPMENT MECHANIC III	1/27/2015	NAPA AUTO PARTS	AUTO PARTS - SHOP	701-9200-600.256.000	\$3.29	
	STEVE GIBBS	EQUIPMENT MECHANIC III	1/27/2015	NAPA AUTO PARTS	AUTO PARTS - #2117	701-9200-600.256.000	\$7.61	
	STEVE GIBBS	EQUIPMENT MECHANIC III	1/27/2015	O'REILLY AUTO SUPPLY	AUTO PARTS - #803	701-9200-600.256.000	\$71.55	
	STEVE GIBBS	EQUIPMENT MECHANIC III	1/27/2015	DAVE'S TOWING	AUTO SERVICE - TOWING	701-9200-600.458.000	\$100.00	
	STEVE GIBBS	EQUIPMENT MECHANIC III	2/2/2015	NAPA AUTO PARTS	AUTO PARTS - #803	701-9200-600.256.000	\$99.57	
	STEVE GIBBS	EQUIPMENT MECHANIC III	2/2/2015	FAHRNEY BUICK GMC	AUTO PARTS - #713	701-9200-600.256.000	\$66.60	
	STEVE GIBBS	EQUIPMENT MECHANIC III	2/2/2015	JOHNSON TIRE SERVICE	AUTO SERVICE	701-9200-600.457.000	\$26.50	
	STEVE GIBBS	EQUIPMENT MECHANIC III	2/2/2015	O'REILLY AUTO SUPPLY	CREDIT MEMO - AUTO PARTS #803	701-9200-600.256.000	(\$55.29)	
	STEVE GIBBS	EQUIPMENT MECHANIC III	2/2/2015	GIBBS TRUCK CENTER	AUTO SERVICE - REPAIRS	701-9200-600.457.000	\$2,831.19	
	STEVE GIBBS	EQUIPMENT MECHANIC III	2/3/2015	HERWALDT MOTORSPORTS	AUTO SERVICE - REPAIRS #85	701-9200-600.457.000	\$71.64	
	STEVE GIBBS	EQUIPMENT MECHANIC III	2/3/2015	NELSON'S ACE HARDWARE	AUTO PARTS	701-9200-600.256.000	\$53.92	
	STEVE GIBBS	EQUIPMENT MECHANIC III	2/3/2015	NAPA AUTO PARTS	AUTO PARTS - #715	701-9200-600.256.000	\$108.71	
	STEVE GIBBS	EQUIPMENT MECHANIC III	2/3/2015	JOHNSON TIRE SERVICE	AUTO SERVICE - REPAIRS #714	701-9200-600.457.000	\$956.18	
	STEVE GIBBS	EQUIPMENT MECHANIC III	2/3/2015	O'REILLY AUTO SUPPLY	AUTO PARTS - #714	701-9200-600.256.000	\$40.58	
	STEVE GIBBS	EQUIPMENT MECHANIC III	2/4/2015	SWANSON FAHRNEY FORD	AUTO SERVICE - REPAIRS #166	701-9200-600.457.000	\$1,375.09	
	STEVE GIBBS	EQUIPMENT MECHANIC III	2/4/2015	HART'S AUTO SUPPLY	AUTO PARTS - STOCK	701-9200-600.256.000	\$357.00	
	STEVE GIBBS	EQUIPMENT MECHANIC III	2/5/2015	NELSON'S ACE HARDWARE	AUTO PARTS - #3201	701-9200-600.256.000	\$310.57	
	STEVE GIBBS	EQUIPMENT MECHANIC III	2/5/2015	NAPA AUTO PARTS	AUTO PARTS - STOCK	701-9200-600.256.000	\$40.77	

US BANK INVOICE FOR CALCARD CHARGES: 1/23/14-2/23/15

								Trace Numbers to employee Statement and Agree
DEPARTMENT	EMPLOYEE NAME	EMPLOYEE POSITION	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT	
PUBLIC WORKS	STEVE GIBBS	EQUIPMENT MECHANIC III	2/5/2015	SWANSON FAHRNEY FORD	AUTO SERVICE - REPAIRS #715	701-9200-600.457.000	\$351.65	
	STEVE GIBBS	EQUIPMENT MECHANIC III	2/5/2015	O'REILLY AUTO SUPPLY	AUTO PARTS - #3201	701-9200-600.256.000	\$11.70	
	STEVE GIBBS	EQUIPMENT MECHANIC III	2/5/2015	ANDERSEN BRAKE & WHEEL	AUTO SERVICE - REPAIRS #714	701-9200-600.457.000	\$65.00	
	STEVE GIBBS	EQUIPMENT MECHANIC III	2/6/2015	O'REILLY AUTO SUPPLY	AUTO PARTS - #803	701-9200-600.256.000	\$56.52	
	STEVE GIBBS	EQUIPMENT MECHANIC III	2/6/2015	O'REILLY AUTO SUPPLY	AUTO PARTS - #1516	701-9200-600.256.000	\$123.94	
	STEVE GIBBS	EQUIPMENT MECHANIC III	2/9/2015	O'REILLY AUTO SUPPLY	AUTO PARTS	701-9200-600.256.000	\$16.30	
	STEVE GIBBS	EQUIPMENT MECHANIC III	2/10/2015	SWANSON FAHRNEY FORD	AUTO PARTS - #160	701-9200-600.256.000	\$98.93	
	STEVE GIBBS	EQUIPMENT MECHANIC III	2/11/2015	NELSON'S ACE HARDWARE	AUTO PARTS - #3201	701-9200-600.256.000	\$236.57	
	STEVE GIBBS	EQUIPMENT MECHANIC III	2/11/2015	NAPA AUTO PARTS	AUTO PARTS - #171	701-9200-600.256.000	\$4.34	
	STEVE GIBBS	EQUIPMENT MECHANIC III	2/11/2015	O'REILLY AUTO SUPPLY	AUTO PARTS	701-9200-600.256.000	\$119.75	
	STEVE GIBBS	EQUIPMENT MECHANIC III	2/11/2015	O'REILLY AUTO SUPPLY	AUTO PARTS - #171	701-9200-600.256.000	\$158.64	
	STEVE GIBBS	EQUIPMENT MECHANIC III	2/12/2015	O'REILLY AUTO SUPPLY	AUTO PARTS - STOCK	701-9200-600.256.000	\$67.08	
	STEVE GIBBS	EQUIPMENT MECHANIC III	2/13/2015	O'REILLY AUTO SUPPLY	AUTO PARTS - #171	701-9200-600.256.000	\$115.82	
	STEVE GIBBS	EQUIPMENT MECHANIC III	2/17/2015	NAPA AUTO PARTS	SMALL TOOLS - SHOP	701-9200-600.305.000	\$54.76	
	STEVE GIBBS	EQUIPMENT MECHANIC III	2/17/2015	SWANSON FAHRNEY FORD	AUTO SERVICE - REPAIRS #171	701-9200-600.457.000	\$1,105.18	
	STEVE GIBBS	EQUIPMENT MECHANIC III	2/17/2015	GOODYEAR TIRE & RUBBER	AUTO PARTS - STOCK PD CARS	701-9200-600.256.000	\$2,378.46	
	STEVE GIBBS	EQUIPMENT MECHANIC III	2/17/2015	COLINS UPHOLSTERY	AUTO SERVICE - REPAIRS #718	701-9200-600.457.000	\$367.21	
	STEVE GIBBS	EQUIPMENT MECHANIC III	2/18/2015	O'REILLY AUTO SUPPLY	AUTO PARTS	701-9200-600.256.000	\$58.92	
	STEVE GIBBS	EQUIPMENT MECHANIC III	2/19/2015	NELSON'S ACE HARDWARE	AUTO PARTS	701-9200-600.256.000	\$176.92	
	STEVE GIBBS	EQUIPMENT MECHANIC III	2/19/2015	NAPA AUTO PARTS	AUTO PARTS	701-9200-600.256.000	\$38.03	
	STEVE GIBBS	EQUIPMENT MECHANIC III	2/19/2015	NAPA AUTO PARTS	AUTO PARTS	701-9200-600.256.000	\$125.01	
	STEVE GIBBS	EQUIPMENT MECHANIC III	2/19/2015	SELMA AUTO SUPPLY	SPECIAL SUPPLIES	701-9200-600.250.000	\$7.06	
	STEVE GIBBS	EQUIPMENT MECHANIC III	2/19/2015	O'REILLY AUTO SUPPLY	AUTO PARTS	701-9200-600.256.000	\$16.03	
	STEVE GIBBS	EQUIPMENT MECHANIC III	2/19/2015	O'REILLY AUTO SUPPLY	AUTO PARTS - #153	701-9200-600.256.000	\$61.27	
	STEVE GIBBS	EQUIPMENT MECHANIC III	2/19/2015	GOLDEN STATE PETERBILT	AUTO SERVICE - REPAIRS #8505	701-9200-600.457.000	\$6,460.77	
	STEVE GIBBS	EQUIPMENT MECHANIC III	2/20/2015	NAPA AUTO PARTS	AUTO PARTS - #1313	701-9200-600.256.000	\$4.33	24,889.24
RECREATION	MIKAL KIRCHNER	RECREATION SUPERVISOR	1/24/15	CENTRAL VALLEY FLOOR	SB CENTER IMPROVEMENTS BASEBOARDS	805-0000-226-200.000	1,326.22	

US BANK INVOICE FOR CALCARD CHARGES: 1/23/14-2/23/15

								Trace Numbers to employee Statement and Agree
DEPARTMENT	EMPLOYEE NAME	EMPLOYEE POSITION	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT	
	LAURIJANE LINDER	SENIOR CENTER AIDE	2/11/15	AMAZON	DESK FOR COMPUTER ROOM	805-0000-226.000.000	54.74	
	LAURIJANE LINDER	SENIOR CENTER AIDE	2/11/15	AMAZON	DESK FOR COMPUTER ROOM	805-0000-226.000.000	54.74	
	LAURIJANE LINDER	SENIOR CENTER AIDE	2/11/15	AMAZON	DESK FOR COMPUTER ROOM	805-0000-226.000.000	54.74	
	LAURIJANE LINDER	SENIOR CENTER AIDE	2/13/15	ME N EDS	VALENTINES DANCE LUNCH	805-0000-226.200.000	191.36	
	LAURIJANE LINDER	SENIOR CENTER AIDE	2/13/15	WALMART	VALENTINES DANCE LUNCH	805-0000-226.200.000	10.94	
	LAURIJANE LINDER	SENIOR CENTER AIDE	2/12/15	NELSON'S	CLEANING SUPPLIES	805-0000-226.200.000	10.31	
	LAURIJANE LINDER	SENIOR CENTER AIDE	2/21/15	BED BATH & BEYOND	CLOCK FOR KITCHEN	805-0000-226.200.000	21.63	991.17
							<u>59,883.47</u>	59,883.47
							59,883.47	
							0.00	0.00

ITEM NO:

2.

SUBJECT: Consideration and Necessary Action on Resolution Approving Issuance of California Statewide Communities Development Authority Revenue Bonds, Series 2015, in an Aggregate Principal Amount Not to Exceed \$55,000,000 for the Purpose of Financing the Acquisition, Construction, Improvement, Equipping, Renovation, Rehabilitation and Remodeling of Certain Health and Support Facilities of Adventist Health Systems/West and Certain Affiliates and Other Matters Related Thereto.

DISCUSSION: California Statewide Communities Development Authority (CSCDA) was created by a Joint Powers Agreement. More than 350 cities, counties, special districts and other local public agencies are a party to the Joint Powers Agreement. Cities, counties and local agencies that are parties to the Agreement are known as Program Participants. Selma is a party to the Joint Powers Agreement and a Program Participant.

CSCDA, as created by the Joint Powers Agreement, is authorized to issue bonds, notes and other evidences of indebtedness for the purpose of promoting economic development, including issuance of bonds or evidence of indebtedness for the benefit of an organization that is a tax exempt entity as described by § 501(c)(3) of the Internal Revenue Code. Adventist Health Systems/West (Adventist) owns and operates the Adventist Hospital in Selma, in addition to similar facilities in other jurisdictions in the State of California. Adventist is a 501(c)(3), non-profit corporation. Adventist plans to improve, renovate, or construct healthcare and supporting facilities in Selma and in two different jurisdictions in different counties and anticipates spending up to \$55,000,000 in that process.

To generate money needed to make the desired improvements to specific facilities which are identified below, CSCDA will issue bonds in an amount not to exceed \$55,000,000. Under the terms of the Joint Powers Agreement, CSCDA cannot approve the financing proposed and could not issue the bonds unless a governing body of a Program Participant in who's jurisdiction a project or a part of it is to be located approves the project and the financing or bond issuance. Further, to qualify as tax exempt bonds under the Internal Revenue Code, which the authority is authorized to issue, a 'governmental unit' which insofar as Selma is concerned means this City Council, having jurisdiction over the area in which any facility construction or improvement is to be financed from the net proceeds of the bond issuance must approve the bond issuance. Where, as here, the proceeds of the bond issuance are to be spent on facilities in more than one jurisdiction, it is sufficient compliance with this provision if one governmental unit having jurisdiction over an area in which any part of the facilities for which financing is to be provided approves the bond issuance.

The approval of the City Council of this bond issuance by adoption of the proposed resolution will allow CSCDA to issue up to \$55,000,000 in tax exempt bonds the proceeds

of which will be used by Adventist on the planned improvements. Of that \$55,000,000, Adventists has represented that up to \$18,000,000 in the proceeds of the bonds issuance will be used to fund the improvement, renovation, rehabilitation equipping or construction of healthcare facilities located in Selma. Adventist has further represented that the balance of the proceeds of this bond issuance will be spent in jurisdictions where it has or intends to create or improve facilities located in counties other than Fresno County. The actual expenditure of a part of the proceeds on those facilities located in Selma is necessary to the tax exempt status of the entire bond issuance. What remains in proceeds from the bond issuance will be spent on construction improvement or renovation of health and support facilities located in the City of Hanford in Kings County, and in an unincorporated territory in Napa County.

As a Program Participant, Selma incurs absolutely no liability whatsoever with respect to the bond issuance and the bonds do not represent any indebtedness of the City. The City's approval is simply necessary to conform to the requirements of the Joint Powers Agreement and the provisions of the Internal Revenue Code relating to tax exempt issuances. The City's approval of the issuance will facilitate a significant expenditure of up to \$18,000,000 on the healthcare facilities operated by Adventist in the City and its inhabitants will benefit as a result. There is no detriment caused to the City in any respect by the expenditure of like or additional amounts of money derived from the bond issuance in the two jurisdictions identified, both of which are outside Fresno County.

<u>COST:</u> (Enter cost of item to be purchased in box below)		<u>BUDGET IMPACT:</u> (Enter amount this non-budgeted item will impact this years' budget in box below – if budgeted, enter NONE).
None		None
<u>FUNDING:</u> (Enter the funding source for this item in box below – if fund exists, enter the balance in the fund).		<u>ON-GOING COST:</u> (Enter the amount that will need to be budgeted each year in box below – if one-time cost, enter NONE).
Funding Source: N/A Fund Balance:		N/A

RECOMMENDATION:

Conduct public hearing and adopt resolution approving CSCDA's issuance of revenue bonds, Series 2015, in the aggregate principal amount not to exceed \$55,000,000 for the purpose of financing the acquisition, construction, improvement, equipping, renovation, rehabilitation and remodeling of certain health and support facilities of Adventist Health Systems/West and certain affiliates and other matters relating thereto.

/s/ Neal E. Costanzo

04/14/2015

Neal E. Costanzo, City Attorney

Date

Ken Grey, City Manager

Date

RESOLUTION NO. 2015 – ___ R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA APPROVING THE ISSUANCE OF THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY REVENUE BONDS (ADVENTIST HEALTH SYSTEM/WEST), SERIES 2015, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$55,000,000 FOR THE PURPOSE OF FINANCING THE ACQUISITION, CONSTRUCTION, IMPROVEMENT, EQUIPPING, RENOVATION, REHABILITATION AND REMODELING OF CERTAIN HEALTH AND SUPPORT FACILITIES OF ADVENTIST HEALTH SYSTEM/WEST AND CERTAIN AFFILIATES AND CERTAIN OTHER MATTERS RELATED THERETO

WHEREAS, Adventist Health System/West (the “Borrower”), a nonprofit corporation, has requested that the California Statewide Communities Development Authority (the “Authority”) participate in the issuance of one or more series of revenue bonds in an aggregate principal amount not to exceed \$55,000,000 (the “Bonds”) for the financing of the acquisition, construction, improvement, equipping, renovation, rehabilitation, and remodeling of certain health and support facilities owned or operated or to be owned and operated by the Borrower or one of its affiliates (the “Facilities”); and

WHEREAS, pursuant to Section 147(f) of the Internal Revenue Code of 1986 (the “Code”), the issuance of the Bonds by the Authority must be approved by the City because certain of the Facilities are located within the territorial limits of the City; and

WHEREAS, the City Council of the City (the “Council”) is the elected legislative body of the City and is one of the applicable elected representatives required to approve the issuance of the Bonds under Section 147(f) of the Code; and

WHEREAS, the Authority has requested that the Council approve the issuance of the Bonds by the Authority in order to satisfy the public approval requirement of Section 147(f) of the Code and the requirements of Section 9 of the Amended and Restated Joint Exercise of Powers Agreement, dated as of June 1, 1988 (the “Agreement”), among certain local agencies, including the City; and

WHEREAS, the Authority is also requesting the City approve the issuance of any refunding bonds hereafter issued by the Authority for the purpose of refinancing the Bonds which financed the Facilities (the “Refunding Bonds”), but only in such cases where federal tax laws would not require additional consideration or approval by the City Council; and

WHEREAS, the Borrower has represented to the City that up to \$18,000,000 of the proceeds will be used by the Borrower to improve, equip, renovate, rehabilitate or remodel health and support facilities owned by Borrower and located within the City of Selma and that the actual, expenditure of a part of the proceeds on such facilities of the Borrower located in the City of Selma is necessary to make the City’s approval of the issuance of bonds by the Authority necessary for purposes of Section 147(f) of the Code; and

WHEREAS, Borrower has represented to the City the remaining proceeds of the Bonds will be used for the financing of the acquisition, construction, improvement, equipping,

renovation, rehabilitation, and/or remodeling of certain health and support facilities owned and operated or to be owned or operated by the Borrower or one of its affiliates in locations outside Fresno County, specifically in the City of Hanford in Kings County and in Napa County; and

WHEREAS, pursuant to Section 147(f) of the Code, the Council has, following notice duly given, held a public hearing regarding the issuance of the Bonds, and now desires to approve the issuance of the Bonds by the Authority.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELMA AS FOLLOWS:

SECTION 1. The foregoing Recitals are true and correct and are a material part of the basis of the Council's decision to approve the issuance of Bonds by the Authority.

SECTION 2. The Council hereby approves the issuance of the Bonds and Refunding Bonds by the Authority. It is the purpose and intent of the Council that this Resolution constitute approval of the issuance of the Bonds and Refunding Bonds by the Authority, for the purposes of (a) Section 147(f) of the Code by the applicable elected representative of the issuer of the Bonds and the governmental unit having jurisdiction over the area in which the Facilities are located, in accordance with said Section 147(f) and (b) Section 9 of the Agreement.

SECTION 3. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this Resolution and the financing transaction approved hereby.

SECTION 4. This Resolution shall take effect immediately upon its adoption.

The foregoing Resolution was duly approved by the Selma City Council at a regular meeting held on the 20th day of April, 2015, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

[SEAL]

Scott Robertson
Mayor of the City of Selma

Attest:

By: _____
Reyna Rivera, City Clerk

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

April 20, 2015

ITEM NO:

3.

SUBJECT:

Consideration of amending Title II, Chapter 9, Section 5 of the Selma Municipal Code Entitled "Membership" (Section 2-9-2) at it relates to Pioneer Village Advisory Commission, Public Hearing

BACKGROUND:

On March 12, 2015 staff presented the Pioneer Village Advisory Commission a recommendation to consider revising a portion of the membership section of Title II, Chapter 9, Section 5 of the Selma Municipal Code Entitled "Membership" (Section 2-9-2).

DISCUSSION:

Presently the Pioneer Village Advisory Commission has nine (9) seats. The Commission has had a vacancy for over two years and over the last three months, two more vacancies have opened due to members resigning. The Pioneer Village Advisory Commission voted unanimously to recommend City Council consider revising the membership to be revised to seven (7) members:

2-9-2 MEMBERSHIP (Attachment A)

The Pioneer Village Advisory Commission shall be composed of ~~nine~~ (9) **seven (7) regular members**. The members of the Advisory Commission shall be appointed at large by the City Council. Members of the Advisory Commission must live, own a business, or pay real property tax within the area delineated by the boundaries of the Selma Unified School District, as now or hereafter amended. One member of the Advisory Commission may, at the discretion of the City Council, be appointed without meeting the aforementioned qualifications."

Staff has also attached a copy of the minutes from the Pioneer Village Advisory Commission relating to this agenda item, Attachment B. In addition, the Commission understands there is an application on file from a resident interested in serving on Pioneer Village Advisory Commission. The Commission consensus was to recommend to City Council to consider filling the final (seventh member) seat.

		BUDGET IMPACT: <i>(Enter amount this non-budgeted item will impact this years' budget – if budgeted, enter NONE).</i>
No cost.		N/A
FUNDING: <i>(Enter the funding source for this item – 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 – if one-time cost, enter NONE).</i>
N/A		N/A

RECOMMENDATION:

Hold Public hearing and adopt Ordinance Amending Title II, Chapter 9, Section 5 of the Selma Municipal Code Entitled "Membership" (Section 2-9-2) as it relates to Pioneer Village Advisory Commission.


 Mikal Kirchner, Recreation Director

4/14/15
 Date


 Kenneth Grey, City Manager

4/16/2015
 Date

We _____ and _____
Kenneth Grey, City Manager *Steve Yribarren, Financial Consultant*

do hereby agree that the funding for the above is correct and that enough funds exist to cover the expenditure.

ORDINANCE NO. 2015-____

AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF SELMA AMENDING SECTION 2-9-2 OF THE
SELMA MUNICIPAL CODE RELATING TO THE
PIONEER VILLAGE ADVISORY COMMISSION

THE CITY COUNCIL OF THE CITY OF SELMA DOES HEREBY ORDAIN as follows:

SECTION 1. Title II Chapter 9 Section 2 of the Municipal Code of the City of Selma is hereby amended to read as follows:

“ ...

2-9-2 MEMBERSHIP

The Advisory Commission shall be composed of seven (7) regular members. The members of the Advisory Commission shall be appointed at large by the City Council. Members of the Advisory Commission must live, own a business, or pay real property tax within the area delineated by the boundaries of the Selma Unified School District, as now or hereafter amended. One member of the Advisory Commission may, at the discretion of the City Council, be appointed without meeting the aforementioned qualifications.”

SECTION 2: California Environmental Quality Act: The City Council having considered the Staff Report and all public comments, has determined that the amendment is not a project under the California Environmental Quality Act because the amendment has no potential for resulting in a physical change in the environment. Since the amendment is not a project, no environmental documentation is required.

SECTION 3: Severability: If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, the decision shall not affect the validity of the remaining portions of the Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases have been declared invalid or unconstitutional.

SECTION 4: Effective Date and Posting of Ordinance: This Ordinance shall take effect and be in force thirty (30) days from and after the date of passage. The City Clerk of the City of Selma shall cause this Ordinance to be published at least once within fifteen (15) days after its passage in The Selma Enterprise with the names of those City Council Members voting for or against the Ordinance.

* * * * *

I, REYNA RIVERA, City Clerk of the City of Selma, do hereby certify that the foregoing Ordinance was introduced at the April 6, 2015 regular City Council meeting and duly adopted at a regular meeting held on April 20, 2015, 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 of the City of Selma

APPROVED AS TO FORM:

Neal E. Costanzo
City Attorney

PIONEER VILLAGE ADVISORY COMMISSION
Minutes
March 12, 2015

Attachment B.

Call to Order:

The meeting of the Pioneer Village Advisory Commission was called to order by Chairperson Virginia Lees at 6:30 p.m. at City Hall, 1710 Tucker Street.

Roll Call:

Present: Commissioners: Virginia Lees, Susan Wells, Jim Stephenson, Bob Allen and Al King.
Absent: Commissioners: Ken Maxey.

Agenda/Minutes: The agenda was duly posted seventy-two hours prior to this meeting in a location visible at all times by the general public. A motion by Commissioner Allen and seconded by Commissioner Stephenson, to approve Regular Meeting Minutes, motion carried, unanimously.

Special Presentations: None.

Public Comment: Boyd Frandsen approached the Commission regarding the willingness to complete an Eagle Scout Project at Pioneer Village. Following his presentation, the Commission requested staff have on the agenda at the next meeting a report and action item to consider. The project being considered is refurbishing the Hay Stack Pole on the barn.

Regular Business:

- A. **Rib Cook-Off Fundraiser.** Diego Haro approached the Commission regarding the 2nd Annual Rib Cook-Off at Pioneer Village for Selma Youth Soccer. The event is scheduled for June 6, 2015 at Pioneer Village. The fee structure for this type of organization renting Pioneer Village states, \$500.00 or 20% of profit, whichever is higher. The request from Selma Youth Soccer, as with last year, is to waive the 20% portion and approve a base rate of \$500.00. Last year Selma Youth Soccer paid the \$500.00 base rate and donated \$500.00 to the repairs of wiring on the lights at Peter Ringo Soccer field. Following discussion, a motion by Commissioner King to approve a base rate of \$50.00, seconded by Commissioner Allen, motion carried with the following vote:
- Ayes: King, Allen, Wells, Stephenson and Lees.
Noes: None.
Abstain: None.
Absent: Maxey.
- B. **Hot Dog Festival** – Louis Franco was present to update the Commission regarding the Hot Dog Festival scheduled for May 16, 2015 at Pioneer Village. All funds raised would be directed back to Pioneer Village. Louis Franco did request consideration to waive the beer garden requirement and allow alcohol to be carried around throughout Pioneer Village. Those with wrist bands would be allowed to be served alcohol. Staff stated requiring a Beer Garden is a policy of Pioneer Village and that staff will be working through the City Manager's office regarding this policy. No action required.
- C. **Rental and Use Rates** – Staff provided a report on consideration of updated rental rates relating to Pioneer Village. The rate to use Pioneer Village limits general use due to the costs and staff is hoping new rates would generate a greater interest in Pioneer Village. Staff stated there is no intention of "giving away" Pioneer Village, but trying to make it more reasonable for families, etc... to reserve. The fees for large events and rentals would remain the same. The only other significant

proposed revision is events sponsored by the City of Selma pay a base rate of \$400.00 for fundraising events, instead of how it presently reads 50% of profits. The Commission reviewed the proposed rates and informed staff to place this on the next meeting agenda as an Action Item.

- * (D) Ordinance of Commission Membership – The Commission presently has nine (9) seats. There has been one opening for over two years and two other members have recently resigned. Presently there are six members and one application on file in the City Clerk's office. Staff recommended the Commission consider forwarding a recommendation to City Council to reduce the Pioneer Village Commission to seven (7) members, in which both the Planning and Recreation Commissions currently have. Following the discussion, a motion by Commissioner King to recommend a revision to seven members be forwarded to City Council, seconded by Commissioner Allen, motion carried with the following vote:

Ayes: King, Allen, Stephenson, Wells and Lees.
Noes: None.
Abstain: None.
Absent: Maxey.

- E. St. Patrick's Lunch– An update on the St. Patrick's Day Luncheon scheduled for Wednesday, March 18, 2015 was provided. Volunteers are needed for food preparation on Tuesday, March 17 and also to prep and serve on Wednesday, March 18. No action was required.
- F. Clean Up Day Approval– An update on the Clean Up Day which is scheduled for April 25 was held. No action was required.
- G. Ag Museum – No new information was provided regarding the Ag Museum.
- H. Finance Report – Staff is working on presenting an updated Finance Report to the Commission.

Director's Report: Staff is working with Gary Howard on meeting at Pioneer Village regarding the potential repairs.

The letter to City Council regarding the Cattlemen's rent has been approved and will be signed by the Chairperson and forwarded to the City Manager.

Commissioner's Report: Staff was asked if the landscaping is being reviewed and if there are any other options due to the price.

Adjourn:

Meeting adjourned at 7:40p.m.

Respectfully Submitted

Mikal Kirchner

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

April 20, 2015

ITEM NO:

4.

SUBJECT:

Consideration and necessary action on resolution abandoning a Portion of North Street between West Front and East Front Streets – Public hearing and adoption.

BACKGROUND: This proposal is to vacate (abandon) a strip of surplus Dedicated right-of-way of North Street between East Front Street and West Front.

The proposed vacated land (right-of-way) is no longer needed by the City for present or future uses. The land is undeveloped and will have zero impact if it is approved for abandonment.

It is important to note that State Law, under the Subdivision Map Act, states that any publicly owned parcel not used for the purpose intended must be deeded back to the original subdivider. However, in the absence of the original owner, adjacent property owners will each receive one-half of the vacated land. Staff has prepared deeds for this matter should the Council approve the abandonment.

The strip was granted to the City with the Northhill Terrace subdivision, Tract No. 1844, and recorded in Book 20 Page 63 in the Fresno County Recorder's Office.

Section 8300 of the Streets and Highway Code provides that prior to vacation of any Public Streets, Highway and Service Easements, the City Council shall pass a Resolution stating its intention to vacate the Public right-of-way and hold a public hearing on the matter.

A map showing the location is attached the legal description of the proposed street vacation will be completed if and when the street vacation is approved by Council.

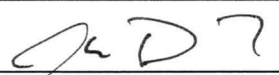
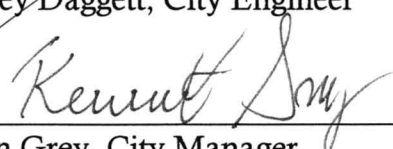
DISCUSSION:

On June 16, 2003 the City Council adopted Resolution 2003-38R authorizing temporary closure of this portion of North Street. The City of Selma feels it is in the best interest of the community to abandon this portion of North Street.

In order to carry out city's obligation, staff will need to prepare quitclaim deeds, deeding one half of the abandoned portion of North Street to each adjoining property owner.

<u>COST:</u> (Enter cost of item to be purchased in box below)		<u>BUDGET IMPACT:</u> (Enter amount this non-budgeted item will impact this years' budget in box below – if budgeted, enter NONE).
N/A		None
<u>FUNDING:</u> (Enter the funding source for this item in box below – if fund exists, enter the balance in the fund).		<u>ON-GOING COST:</u> (Enter the amount that will need to be budgeted each year in box below – if one-time cost, enter NONE).
Funding Source: None Fund Balance: None		None

RECOMMENDATION: Hold public hearing and consider adopt a resolution approving the abandonment for the portion of North Street between East Front and West Front Streets.

 Joey Daggett, City Engineer	<u>3/25/2015</u> Date
 Ken Grey, City Manager	<u>4/2/2015</u> Date

We _____ and _____
 Ken Grey, City Manager Steve Yribarren, Financial Consultant

do hereby agree that the funding for the above is correct and that enough funds exist to cover the expenditure.

Attachments

- | | | |
|----|---|---|
| 1. | Location Map | 4 |
| 2. | Resolution approving the abandonment and Quit Claim Deeds
for the portion on North Street between East & West Front Streets..... | 5 |



CITY OF SELMA
COMMUNITY DEVELOPMENT
DEPARTMENT

AREA TO BE ABANDON

RESOLUTION NO. 2015- R

**A RESOLUTION OF THE
CITY COUNCIL OF THE CITY OF SELMA
AUTHORIZING ABANDONMENT OF
A PORTION OF NORTH STREET
BETWEEN WEST FRONT AND EAST FRONT STREETS.**

WHEREAS, the City of Selma has carefully examined the question of abandoning a strip of North Street between West Front Street and East Front Street. The portion within the above referenced limits has been determined as unnecessary for present or prospective public use; and

WHEREAS, the public hearing was noticed in accordance with all applicable state and local laws; and

WHEREAS, the City council conducted a public hearing, as heretofore specified, and considered the proposal and the report together with all public testimony of interested parties; and

WHEREAS, pursuant to Streets and Highways Code Section 8300 et. Seq., the City Council of the City of Selma desires to vacate a strip of surplus right-of-way of North Street between West Front and East Front Streets; and

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

1. The City Council does hereby vacate a portion of North Street Right-of-Way between West Front Street and East Front Street. Said vacation is hereby determined to be of a minor nature.
2. The vacation proceedings were conducted pursuant to Chapter 3, part 3, of the Streets and Highways Code (Streets, and Highway Code, Section 8300 et. seq.) and Section 8334 thereof.
3. The City Clerk shall cause a certified copy of this Resolution to be recorded with the County of Fresno Recorder's Office. From and after the date of recording of this Resolution with the Recorder's Office of the County of Fresno, that the portion described above longer constitutes a street.
4. Upon vacation, title to said Vacated Street shall be merged proportionally with the contiguous properties as shown on Exhibit "A" attached hereto.

BE IT FURTHER RESOLVED, that the City Engineer is appointed and directed for the special purpose of recording the quit claim deeds on behalf of the City of Selma.

I, Reyna Rivera, City Clerk to the City of Selma do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Selma on April 20, 2015, by the following vote:

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 of the City of Selma

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

April 20, 2015

ITEM NO:

5.

SUBJECT:

Consideration and necessary action to establish Garbage rates for 2015-2016 Fiscal Year and set date for protest hearing.

DISCUSSION:

The current garbage rates were set in June 2014, when garbage rate increase is 40 cents per month (approximately 1.4%) for residential for most commercial customers the increase is 50 cents per month (approximately 1.6%). The street sweeping and education portions of the rates did not change.

The proposed garbage rate increase is 13 cents and 1 dollar for street sweeping per month for residential and commercial customers. There will be no change to the education portion of the rates.

Mr. Mike Ledieff, General Manager for Selma Disposal and Recycling LLC., will be present to explain the proposed the new rates and answer any questions the Council may have.

Council is asked to review the proposed rates and authorize the mailing of the "Notice of Public Hearing" to all residential and applicable commercial customers. The public hearing needs to be held at least 45 days after mailing the notice, which causes the protest hearing to fall on June 15th.

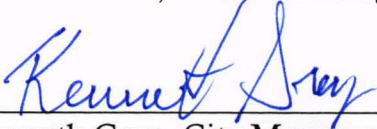
<u>COST:</u> (Enter cost of item to be purchased)		<u>BUDGET IMPACT:</u> (Enter amount this non-budgeted item will impact this years' budget – if budgeted, enter NONE).
None		None
<u>FUNDING:</u> (Enter the funding source for this item – if fund exists, enter the balance in the fund).		<u>ON-GOING COST:</u> (Enter the amount that will need to be budgeted each year – if one-time cost, enter NONE).
Funding Source: N/A Fund Balance:		N/A

RECOMMENDATION:

Review the proposed Garbage rates for 2015-2016 and authorize the mailing of the "Notice of Public Hearing" which sets the protest hearing for June 15, 2015.


Isaac Moreno, Finance Manager

4-9-15
Date


Kenneth Grey, City Manager

4/16/2015
Date

We _____ and _____
Kenneth Grey, City Manager


Isaac Moreno, Finance Manager

do hereby agree that the funding for the above is correct and that enough funds exist to cover the expenditure.



CITY OF SELMA

1710 TUCKER STREET – SELMA, CALIFORNIA 93662

Dear Customer:

This notice explains the proposed garbage rate increase for customers within the City of Selma. The proposed garbage rate increase will be recommended to the Selma City Council at the date, time and location specified below in the Notice of Public Hearing. This notice will also provide information on the benefits of the rate increase.

Este Informe describe en detalle la propuesta para aumentar la tarifa municipal la cual le da servicio de basura a su propiedad. Favor de pedirle a alguien que se lo traduzca si usted no entiende o lee inglés.

NOTICE OF PUBLIC HEARING

Public Hearing for the proposed garbage rate increase will be held on:

Date: Monday, June 15, 2015

Time: 6:00 p.m., or as soon as possible thereafter.

**Place: City of Selma City Hall, Council Chambers;
1710 Tucker Street, Selma, CA 93662**

This has been sent to all property owners and commercial businesses who currently receive garbage service. If adopted the garbage rate increase will become effective July 1, 2015. This notice also describes how to file a protest against the proposed rate increase.

BACKGROUND INFORMATION

The following tables provide a summary of the increase to be considered by the Selma City Council at the public hearing noted above. The tables represent the monthly impact to a typical residential and commercial customer.

The rate plan was recommended by Selma Disposal and Recycling, the contract provider for garbage services to the City of Selma. The final report was delivered to the City Manager and City Council for review and recommendation on April 20, 2015. The City Council directed staff to proceed with the Proposition 218 public notification process.

The following table shows the proposed residential garbage rate increase that shall become effective on the 1st day of July, 2015.

PROPOSED MONTHLY RESIDENTIAL GARBAGE RATE

	<u>Current Rate</u>	<u>Proposed Rate</u>	<u>Increase</u>
Regular Service	29.00	30.25	1.25
Senior Service	28.00	29.25	1.25

Regular and Senior Service Rates includes one each garbage, green waste and recycling collection per week, a street sweeping fee, an education fee and a franchise fee. Persons qualifying for the Senior Citizens Rate are those citizens 60 years of age or over, or handicapped (as defined by City Code Section 8-1-1) who live in a single family residence. **You must apply at City Hall to begin your Senior Discount with proof of age and address.**

Charge for additional cans (garbage, green waste and recycling) at a per can charge, to residential locations with existing service:

Garbage	26.50	26.50	0.00
Green Waste	9.25	9.25	0.00
Recycling	9.25	9.25	0.00

The following table shows the proposed Commercial garbage rate increase that shall become effective on the 1st day of July, 2015

PROPOSED MONTHLY COMMERCIAL GARBAGE RATES

Commercial service includes weekly pick-ups of garbage, green waste and recycling as needed by customers, all for one charge.

<u>Automated Commercial Can Rate</u>	<u>Current Rate</u>	<u>Proposed Rate</u>	<u>Increase</u>
1 can per week	32.50	34.00	1.50
2 cans per week	65.00	66.00	1.00
3 cans per week	97.00	98.00	1.00
4 cans per week	130.00	131.00	1.00
<u>Standard Bin Rate</u>			
1.5 Yd bin – 1 pick-up per week	94.00	95.00	1.00
1.5 Yd bin – 2 pick-ups per week	168.00	169.00	1.00
2 Yd bin – 1 pick-up per week	115.00	116.00	1.00
2 Yd bin – 2 pick-ups per week	202.00	203.00	1.00
3 Yd bin – 1 pick-up per week	155.00	156.00	1.00
3 Yd bin – 2 pick-ups per week	259.00	260.00	1.00
3 Yd bin – 3 pick-ups per week	365.00	366.00	1.00
3 Yd bin – 4 pick-ups per week	512.00	513.00	1.00
3 Yd bin – 5 pick-ups per week	620.00	621.00	1.00
4 Yd bin – 1 pick-up per week	197.00	198.00	1.00
4 Yd bin – 2 pick-ups per week	380.00	381.00	1.00
4 Yd bin – 3 pick-ups per week	564.00	565.00	1.00
4 Yd bin – 4 pick-ups per week	748.00	749.00	1.00
6 Yd bin – 1 pick-up per week	230.00	231.00	1.00
6 Yd bin – 2 pick-ups per week	434.00	435.00	1.00
6 Yd bin – 3 pick-ups per week	626.00	627.00	1.00
6 Yd bin – 4 pick-ups per week	840.00	841.00	1.00
6 Yd bin – 5 pick-ups per week	992.00	993.00	1.00
6 Yd bin – 6 pick-ups per week	1189.00	1190.00	1.00
4 Yd Compactor –1 PU per week	390.00	391.00	1.00
4 Yd Compactor –3 PU per week	948.00	949.00	1.00

Additional pick-ups per week may be negotiated between customer and contractor.

The following table shows the proposed Special Service rates that shall become effective on the 1st day of July, 2015.

PROPOSED SPECIAL SERVICE RATES

Short Term and Special Bin Requests

All Special requests bin fees are for seven (7) days of use.

4 Yd one time bin	145.00	145.00	0.00
20 Yd (up to 3 tons)	414.00	414.00	0.00
30 Yd (up to 4 tons)	493.00	493.00	0.00
40 Yd (up to 5 tons)	567.00	567.00	0.00

- * Additional fees for the following:
 - \$50 for every ton over the basic tonnage
 - \$19 a day additional for each day over 7 day use
- ** Additional fees for the following:
 - \$10 a day additional for each day over 7 day use

Bins for Wood only

40 Yd (no tonnage limit)	290.00	290.00	0.00
57 Yd (no tonnage limit)	348.00	348.00	0.00

Bins for Clean Concrete only

20 Yd (1/2 full)	232.00	232.00	0.00
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Portable Restrooms

Single Unit Restroom	92.00	92.00	0.00
Single charge for up to 1 month of use			

HOW MUCH ARE GARBAGE RATES GOING TO INCREASE?

The proposed garbage rate increase is approximately 4.31% for residential customers and 4.62% for most commercial customers. The new garbage rates as outlined in the tables above would become effective beginning on July 1, 2015 and may be adjusted each year thereafter on the 1st day of July of the next year.

HOW CAN I FIND OUT HOW THIS PROPOSED RATE INCREASE AFFECTS MY GARBAGE BILL?

You may obtain information on the amount to be charged for services to your parcel by contacting the City of Selma – Isaac Moreno, Finance Manager, Selma Finance Department at (559) 891-2200 or Selma Disposal and Recycling at (559) 891-7694.

WHY ARE GARBAGE RATES BEING INCREASED?

To continue the City of Selma's long tradition of providing reliable garbage service to our customers, rate increases are needed to cover increasing operational costs. On April 20, 2015 the City Council approved the garbage rate increase effective July 1, 2015. The current garbage rates have been in effect since July 2014. Some of the factors that have contributed to the increase are maintenance costs for all of the vehicles, maintenance of infrastructure, increased labor costs and requirements with more demanding state and federal regulations.

Selma Disposal & Recycling, the contracted agent for the City of Selma, has regular State and County inspections for compliance of mandated regulations. Selma Disposal picks up approximately 35 tons of garbage and approximately 17 tons of recyclables on a daily basis. **Selma Disposal & Recycling provides two major community-wide cleanup events each year with the next clean-ups scheduled for October 12-17, 2015 and April 15-20, 2016.** At these clean-up events residents may dispose of not only junk and debris at no additional cost but also appliances and yard waste. The proposed rate increase will continue to cover the costs needed to provide these services to the residents of the City of Selma.

NOTE TO RESIDENTIAL PROPERTY OWNERS:

In the City of Selma the garbage bill is the responsibility of the property owner. The garbage charge is included on the Fresno County Property Tax bill as a special assessment. Owners are entitled to submit a written protest and either you or your representative may appear at the utility rate protest hearing.

HOW DO I PROTEST THE PROPOSED RATE INCREASE?

The Selma City Council will consider the proposed garbage rate increase at a public hearing on:

Date: Monday, June 15, 2015

Time: 6:00 p.m., or as soon as possible there after

Place: City of Selma City Hall, Council Chamber; 1710 Tucker Street, Selma, CA 93662

Under Proposition 218, if you are the owner of record for a parcel or parcels subject to the proposed rate change, you may submit a written protest against the proposed garbage rate increase to the City Clerk at or before the time set for the public hearing. If written protests are filed by a majority (51%) of the affected property owners, the applicable proposed rate increase will not be imposed.

Written protest regarding the proposed rate change may be mailed to: City Clerk, City of Selma, 1710 Tucker Street, Selma, CA 93662. Written protests may also be personally delivered to the City Clerk at this address. To be valid, a protest must be in writing and received by the City Clerk at or before the time of the protest hearing.

You may obtain more information on the rate increase by contacting the City of Selma – Isaac Moreno, Finance Manager, Selma Finance Department at (559) 891-2200 or Selma Disposal and Recycling at (559) 891-7694.

City of Selma Beverage Container Recycling

Most beverages packaged in aluminum, glass, plastic and bi-metal containers are eligible for California Refund Value (CRV). Notable exceptions are milk, wine and distilled spirits, which are not included in the CRV program. CRV is 5 cents for each beverage container less than 24 ounces and 10 cents for each container 24 ounces or greater. Most redeemable containers has CA Cash Refund or CA Redemption Value written on it. Most beverage containers are recyclable-DO YOUR PART!!

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

April 20, 2015

ITEM NO:

6.

SUBJECT:

Consideration and necessary action on request for support of
Assembly Bill 156 (Perea) regarding GHG Technical Assistance
Act.

DISCUSSION:

The Office of Assemblymember Henry T. Perea has requested support
for Assembly Bill 156. Attached is information on the Assembly Bill.

AB 156 (Perea)

GHG Technical Assistance Act

(As amended)

SUMMARY

AB 156 would increase access for disadvantaged communities (DACs) to cap-and-trade revenue. The bill aims to assist those communities that need technical assistance to navigate the pre-planning and application process.

BACKGROUND

In 2006, the California Global Warming Solutions Act, AB 32 was signed into law. This bill created a comprehensive, long-term approach to address climate change. AB 32 authorized a market-based regulation that required California to reduce its greenhouse gases (GHG) to 1990 levels by 2020. The money generated from the cap-and-trade program goes into a fund that aims to finance programs and projects to reduce GHGs.

In 2012, the governor signed AB 1532 (Perez) which requires the Department of Finance to develop a 3-year investment plan to determine the best use of the GHG funds. That same year, the governor signed SB 535 (De Leon) which directs the California Environmental Protection Agency to identify DACs for investment opportunities. In an attempt to secure a specific amount of funding for DACs, the bill also requires the Department of Finance to allocate 25% of GHG funds to projects that benefit disadvantaged communities when developing the 3-year investment plan. These two bills led the way by providing direction to distribute these funds to populations that need them most.

Yet many DACs still lack the managerial and technical capacity to compete successfully when applying for these funds. The technical assistance this bill aims to provide would function as a base of financial support for

those who lack a developed infrastructure to apply for these types of programs. This bill will assist DACs to be more competitive when applying for cap-and-trade funding.

THIS BILL

Specifically, AB 156 would:

- Require the 3-year investment plan to allocate available funds for technical assistance.
- Offer technical assistance to applicants to allocate effectively 25 percent of funds targeted at disadvantaged communities.

SUPPORT

Valley Clean Air Now (Co-sponsor)
Leadership Counsel for Justice and Accountability (Co-sponsor)
South Coast Air Quality District
Fresno Chamber of Commerce
City of Reedley
California Vanpool Authority
Breather California
Environmental Defense Fund
Sierra Club
California League of Conservation Voters
American Lung Association
California Coalition for Rural Housing
Clean Water Action
Community Water Center
La Cooperativa Campesina
LeadingAge California

OPPOSITION

Cal Chamber
RCRC