

**CITY OF SELMA
WORKSHOP/PRE-COUNCIL MEETING
April 3, 2017**

The Workshop/ pre-Council meeting of the Selma City Council was called to order at 4:30 p.m. in the Council Chambers. Council members answering roll call were: Franco, Montijo, Robertson, Mayor Pro Tem Avalos, and Mayor Derr.

Also present were Interim City Manager Garner, City Attorney Costanzo, 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.

EXECUTIVE SESSION: At 4:31 p.m., Mayor Derr recessed the meeting into Executive Session to discuss one item of Public Employment pursuant to Government Code 54957 Title: City Manager; and a Conference with Labor Negotiator, Interim City Manager Garner to discuss the following employee organizations: Miscellaneous Mid-Management, Public Works, and Secretarial Technical Clerical Association.

The meeting reconvened at 5:32 p.m., with City Attorney Costanzo reporting the following: Council approved by a three-two vote, with Mayor Pro Tem Avalos and Council member Robertson voting no, the tentative agreements and Memorandum of Understandings with the following employee groups: Miscellaneous Mid-Management, Public Works, and Secretarial Clerical Technical Association. Council also approved on a four-one vote, with Council member Franco voting no, a City Manager Employment Contract with David Elias.

City Attorney Costanzo further stated that it would be appropriate for Council to add to the regular agenda with a four-fifths vote, the Resolutions regarding the Memorandum of Understandings, since this is now being brought to Council's attention as a result of the closed session; as well as the Resolution ratifying the City Manager Contract.

Council member Robertson motioned and Council member Montijo seconded the motion to add the three employee group Resolutions to the consent calendar, and the Resolution ratifying the City Manager Contract to the last item of the Regular meeting. Motion then carried with the following vote:

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

FRESNO COUNTY COMMUNITY DEVELOPMENT PRESENTATION: Interim City Manager Garner introduced Kristi Johnson, Jonathan Avedian, and Yvette Quiroga all representing Fresno County Community Development Department who stepped forward to discuss the various programs that are available for the City of Selma, including down

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payment assistance programs, housing rehabilitations, and Community Development Block Grants. They thanked staff and Council for the continued partnership.

After much discussion, the Fresno County Community Development Department staff was thanked for the information.

ADJOURNMENT: There being no further business, the meeting was adjourned at 5:53 p.m.

Respectfully submitted,

Reyna Rivera
City Clerk

Michael Derr
Mayor of the City of Selma

agenda item 1.b.

**CITY OF SELMA
REGULAR COUNCIL MEETING
April 3, 2017**

The regular meeting of the Selma City Council was called to order at 6:03 p.m. in the Council Chambers. Council members answering roll call were: Franco, Montijo, Robertson, Mayor Pro Tem Avalos, and Mayor Derr.

Also present were Interim City Manager Garner, City Attorney Costanzo, Community Services Director Kirchner, Finance Manager Moreno, Fire Chief Kain, Public Works Director Shiplee, 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.

INVOCATION: Pastor Maria Tafoya of First Christian Church led the invocation.

RECOGNITION OF SELMA HIGH SCHOOL WRESTLING TEAMS: Council congratulated the Selma High School Wrestling teams on their hard work and accomplishments, and presented the Selma High School Girls Wrestling Team with certificates of recognition for becoming the 2017 Wrestling State Champions. The Selma High School Boys Wrestling team were also presented with Certificates of Recognition for becoming the 2017 Valley Champions.

ADDITION TO THE AGENDA: City Attorney Costanzo reported that as a result of the closed session, Council had approved three different employee group tentative agreements and memorandum of understandings, and a City Manager Employment Contract with David Elias. Motion to add the three Resolutions regarding the Memorandum of Understandings to the consent calendar as items 1.i., 1.j., 1.k. for Miscellaneous Mid-Management, Public Works, and Secretarial Clerical Technical Association respectively; and the Resolution ratifying the City Manager Agreement as the last item on the agenda was made by Council member Robertson and seconded by Council member Montijo. Motion carried with the following vote:

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

CONSENT CALENDAR: Council member Robertson requested that agenda items 1.e., 1.h., 1.i., 1.j., 1.k., be pulled for discussion. Motion to approve the remainder of the Consent Calendar was made by Council member Montijo and seconded by Council member Robertson. Motion carried with the following vote:

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

- a. Minutes of the February 22, 2017 special meeting approved as read.
- b. Minutes of the March 6, 2017 regular meeting approved as read.
- c. Minutes of the March 6, 2017 regular meeting approved as read.
- d. Minutes of the March 20, 2017 workshop/pre-Council meeting approved as read.
- e. Pulled for separate discussion.
- f. RESOLUTION NO. 2017 – 16R, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA DECLARING CERTAIN VEHICLES/EQUIPMENT SURPLUS AND AUTHORIZING THEIR SALE, DONATION OR DISPOSAL. Resolution approved by standard motion.
- g. RESOLUTION NO. 2017 – 17R, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA AWARDED CONTRACT FOR FLORAL AVENUE RECONSTRUCTION AWARDED TO JT2, INC. DBA TODD COMPANIES. Resolution approved by standard motion.
- h. Pulled for separate discussion.
- i. Pulled for separate discussion.
- j. Pulled for separate discussion.
- k. Pulled for separate discussion.

AGENDA ITEM 1.e. CONSIDERATION AND NECESSARY ACTION ON MINUTES OF THE MARCH 20, 2017 REGULAR MEETING & AGENDA ITEM 1.h. CONSIDERATION AND NECESSARY ACTION ON CHECK REGISTER DATED MARCH 31, 2017: After much discussion, motion to approve with changes the MINUTES OF THE MARCH 20, 2017 REGULAR MEETING & THE CHECK REGISTER DATED MARCH 31, 2017 was made by Mayor Pro Tem Avalos and seconded by Council member Robertson. Motion carried with the following vote:

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

AGENDA ITEMS 1.i, 1.j., 1.k., CONSIDERATION AND NECESSARY ACTION ON RESOLUTIONS APPROVING MEMORANDUMS OF UNDERSTANDINGS (MOU) BY AND BETWEEN THE CITY OF SELMA AND THE MISCELLANEOUS MID-MANAGEMENT, PUBLIC WORKS, AND SECRETARIAL CLERICAL TECHNICAL ASSOCIATION STCA: After much discussion, motion was made by Council member Franco and seconded by Council member Montijo to approve RESOLUTION NO. 2017 – 18R, A RESOLUTION OF THE CITY COUNCIL OF THE

CITY OF SELMA APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) BY AND BETWEEN THE CITY OF SELMA AND THE MISCELLANEOUS MID-MANAGEMENT EMPLOYEE UNIT AND DIRECTING ITS EXECUTION & RESOLUTION NO. 2017 – 19R, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) BY AND BETWEEN THE CITY OF SELMA AND THE PUBLIC WORKS EMPLOYEES UNIT AND DIRECTING ITS EXECUTION & RESOLUTION NO. 2017 – 20R, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) BY AND BETWEEN THE CITY OF SELMA AND THE SECRETARIAL CLERICAL TECHNICAL ASSOCIATION (STCA) AND DIRECTING ITS EXECUTION. Motion carried with the following vote:

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

CONSIDERATION AND NECESSARY DISCUSSION ON NOTICE OF ADVICE LETTER REGARDING RENEWAL OF GROUNDWATER SURCHARGE RATES FOR CALIFORNIA WATER SERVICE COMPANY TO THE CALIFORNIA

PUBLIC UTILITIES COMMISSION PURSUANT: Interim City Manager Garner discussed the California Water Service Company (Cal Water) “Advice Letter” to the California Public Utilities Commission requesting a renewal of the surcharges reflecting a rate increase. He explained that the requested surcharges are the result of a Cooperative Agreement between the City and Consolidated Irrigation District (“CID”) resolving litigation and establishing the funds that would be collected from Selma residents to replenish the over drafted basin. He further stated that the Groundwater Replenishment Fee, billed at 25% in year two (2) of the agreement, will rise to 37.5%, as outlined in the agreement. For metered customers, the monthly rate will rise from an average of \$2.20 per customer to \$2.64. Flat Rate customers will rise from an average of \$2.11 to \$2.49. Currently there are approximately 900 remaining flat rate customers, with Cal Water estimating that number to be reduced to approximately 573 by the end of year three (3).

No action was taken by Council, as the item was an informational report only.

DEPARTMENTAL REPORTS: Public Works Director Shiplee reported on current and upcoming street projects, including the Floral Avenue Reconstruction project.

Finance Manager Moreno reported that he is working on the upcoming fiscal year budget.

COUNCIL REPORT: Council member Montijo reported on attending the Chamber banquet. She discussed the achievements of the Abraham Middle School’s Percussion and Color Guard Team.

Council member Franco inquired on the procedure for animal control. He thanked Interim City Manager Garner for his role as interim city manager.

Council member Robertson reported on attending the following: Relay for Life event, Sikh Culture meeting, Second Chance Animal Shelter rabies clinic, Boys and Girls Club food giveaway event, Chamber ribbon cutting, and a recent COG meeting. He reported on an upcoming neighborhood watch meeting, and inquired on a town hall meeting and designating Salazar Park as a Safe Place.

Mayor Pro Tem Avalos reported on attending a Chamber ribbon cutting, baseball game, and swim meet. He also inquired on the homeless ordinance.

Mayor Derr reported on attending the following: Kaiser Facility tour, Rotary Club track meet, Chamber ribbon cutting, Chamber banquet, Garfield Spring Fling, and Relay for Life. He also thanked Interim City Manager Garner for serving in two capacities.

ORAL COMMUNICATIONS: Mr. Mark Armenta, Selma Boys and Girls Club stepped forward to invite Council to an upcoming event at the Center.

Ms. Rosemary Alaniz, stepped forward to inquire on the homeless ordinance.

Ms. Theresa Herrera, stepped forward and inquired on the pickle ball courts.

CONSIDERATION AND NECESSARY ACTION ON RESOLUTION RATIFYING THE CITY MANAGER AGREEMENT WITH DAVID ELIAS: City Attorney Costanzo outlined the detailed process that was done for the City Manager successor and stated that after an extensive amount of time and effort from Council, the Resolution ratifying the City Manager Employment agreement between David Elias and the City of Selma would need to be voted on, and directing the City Clerk to administer the Oath of Office.

After discussion, Mayor Pro Tem Avalos motioned to approve RESOLUTION 2017-21R, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA RATIFYING EMPLOYMENT AGREEMENT WITH AND APPOINTING CITY MANAGER DAVID ELIAS and direct the City Clerk to swear him into office. Motion was seconded by Council member Robertson. Council member Franco discussed his concerns regarding the timeframe of the appointment. Motion carried with the following vote:

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

At this point in the meeting City Clerk Rivera administered the Oath of Office to newly appointed City Manager David Elias. He was congratulated by the Council.

Mr. David Elias thanked Council for the opportunity to serve the citizens of Selma and introduced family and friends in the audience.

ADJOURNMENT: There being no further business, the meeting was adjourned at 7:07 p.m.

Respectfully submitted,

Reyna Rivera
City Clerk

Michael Derr
Mayor of the City of Selma

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

May 1, 2017

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).
Schedule A is attached		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.

/s/ Mike Kain	4/28/17
Mike Kain, Fire Chief	Date
	
David Elias, City Manager	4/28/17
	Date

SCHEDULE A

Quarter	Dates of Service	Payment Amount	Payment Due Date
1	July 1, 2017 to September 30, 2017	\$3,543.67	October 15, 2017
2	October 1, 2017 to December 31, 2017	\$3,543.67	January 15, 2018
3	January 2018 to March 31, 2018	\$3,543.67	April 15, 2018
4	April 1, 2018 to June 30, 2018	\$3,543.67	July 15, 2018
5	July 1, 2018 to September 30, 2018	\$3,582.65	October 15, 2018
6	October 1, 2018 to December 31, 2018	\$3,582.65	January 15, 2019
7	January 1, 2019 to March 31, 2019	\$3,582.65	April 15, 2019
8	April 1, 2019 to June 30, 2019	\$3,582.65	July 15, 2019
9	July 1, 2019 to September 30, 2019	\$3,622.05	October 15, 2019
10	October 1, 2019 to December 31, 2019	\$3,622.05	January 15, 2020
11	January 1, 2020 to March 31, 2020	\$3,622.05	April 15, 2020
12	April 1, 2020 to June 30, 2020	\$3,622.08	July 15, 2020

1 **AGREEMENT**

2 THIS AGREEMENT is made and entered into this _____ day of _____, 2017, 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 and

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

26 **1. SERVICES**

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

1 1.C.(2) herein) for all dispatch staff, and shall provide for training and continuing education of
2 dispatch staff as needed.

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

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

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

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

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

28 C. CITY shall perform the following functions:

- (1) CITY FIRE shall provide all fire suppression services for all fire
suppression calls dispatched by COUNTY'S EMS Communications Center requiring CITY FIRE

1 apparatuses in accordance with CITY FIRE'S Policies and Procedures.

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

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

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

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

25 (6) CITY agrees to participate in an internal quality improvement program,
26 which includes the participation of COUNTY and PROVIDER.

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

1 **2. TERM**

2 A. This Agreement shall become effective on the July 1, 2017 and shall continue in
3 full force and effect, and terminate on the 30th day of June, 2020 at 11:59 P.M., unless sooner
4 terminated as provided herein.

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

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

10 **3. TERMINATION**

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

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

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

25 D. CITY shall compensate or provide funding to COUNTY for any services
26 performed or costs incurred under this Agreement prior to any termination of this Agreement.

27 **4. COMPENSATION FOR SERVICES**

28

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

6 (1) For the period of July 1, 2017 through June 30, 2018, the amount of this
7 Agreement shall not exceed Fourteen Thousand One Hundred Seventy-Four and 68/100 Dollars
8 (\$14,174.68).

9 (2) For the period of July 1, 2018 through June 30, 2019, the amount of this
10 Agreement shall not exceed Fourteen Thousand Three Hundred Thirty and 60/100 Dollars
11 (\$14,330.60).

12 (3) For the period of July 1, 2019 through June 30, 2020, the amount of this
13 Agreement shall not exceed Fourteen Thousand Four Hundred Eighty-Eight and 23/100 Dollars
14 (\$14,488.23)

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

20 **5. INVOICING**

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

23 **6. INDEPENDENT CONTRACTOR**

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

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

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

15 **6. MODIFICATION**

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

18 **7. HOLD-HARMLESS**

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

27 B. COUNTY agrees to indemnify, save, hold harmless, and at CITY'S request,
28 defend CITY, including its officers, agents, and employees from any and all costs and expenses

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

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

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

8. INSURANCE

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

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2 **9. CONFIDENTIALITY**

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

6 **10. NON-DISCRIMINATION**

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

13 **11. RECORDS**

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

19 **12. AUDITS AND INSPECTIONS**

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

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

28 ///

1 **13. PROVIDER**

2 The parties hereto acknowledge that PROVIDER, or its replacement, if any during the
3 term of the PROVIDER Agreement, will carry out COUNTY'S provision of dispatching services
4 herein. In the event of any such replacement of PROVIDER, the replacement EMS Provider
5 Agreement will be on substantially the same terms as the EMS Provider Agreement to the extent that
6 it concerns this Agreement, as provided herein.

7 **14. FORCE MAJEURE**

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

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

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

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

28 ///

1 **15. NOTICES**

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

4 **COUNTY**

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

CITY

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

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

13 **16. GOVERNING LAW**

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

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

18 **17. SEVERABILITY**

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

21 **18. ENTIRE AGREEMENT**

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

28 **19. NO THIRD PARTY BENEFICIARIES**

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

3 ///

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

5 **CITY OF SELMA:**

6 By: _____
7 Mayor

8 Date: _____
9

10 City Clerk

11 By: _____

12 Date: _____
13

14 City Manager

15 By: _____

16 Date: _____
17

18 APPROVED AS TO LEGAL FORM:
19 SELMA CITY ATTORNEY

20 By: _____
21

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

27 **PLEASE SEE ADDITIONAL**
28 **SIGNATURE PAGE ATTACHED**

1 **AGREEMENT BETWEEN COUNTY OF FRESNO**
2 **AND CITY OF SELMA**

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

6
7 **By:** _____

8
9 **APPROVED AS TO ACCOUNTING FORM:**
10 **OSCAR J. GARCIA, 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**

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

May 1, 2017

ITEM NO: 1.d.

SUBJECT: Consideration and Necessary Action contracting 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 2015 and covers the 2015-2016 and 2016-2017 fiscal years.

Attached is the contract, which was prepared by the County,
allowing for another 2 year contract through June 2019.

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

<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: None Fund Balance:		None

RECOMMENDATION: Approve the contract for Emergency Medical Services agreement with Fresno County through June 2019.



Michael Kain, Fire Chief

4/27/17
Date



David Elias, City Manager

4/24/17
Date

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THIS AGREEMENT is made and entered into this ____ day of _____, 2017, 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 D. CONTRACTOR agrees to meet performance standards and requirements as
15 further discussed in Section 6 of this Agreement.

16 **3. DUTIES OF COUNTY**

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

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

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

28 B. Notwithstanding the foregoing provisions of Subsection 3.A. of this Agreement,

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

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

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

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

4. QUALIFICATION OF CONTRACTOR

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

5. AREA SERVED

CONTRACTOR shall provide emergency medical services, on a non-exclusive basis, upon dispatch by COUNTY and/or upon direct call to Selma's Fire or Police Department to any location or incident within the territory of Fresno County Ambulance Service Zone Area G (herein

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

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

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

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

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

24 B. Response Areas and Performance Standards:

25 1) Metropolitan Response Area

26 The Metropolitan Response Area is defined as that area within the
27 corporate limits of the City of Selma as now or hereafter amended plus an area within one (1) statutory
28 mile of said corporate limits, which is initially described in Exhibit “B”, attached hereto and

1 incorporated herein by this reference.

2 2) Rural Response Area

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

6 3) Response Time Performance Standards

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

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

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

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

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

15 a) Failure to Report "At Scene"

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

21 b) Unit Cancelled Prior to Arrival "At Scene"

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

24 i) "At Scene"

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

designated staging location.

5) Performance Indicators for Alerting and Initiating Response

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

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

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

i) "Unit Alert"

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

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

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

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

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

- a) Rendezvous between BLS ambulance units and advanced life support (paramedic) units shall be initiated according to the standards described in EMS Policy #510; and
- b) Such BLS ambulance personnel shall adhere to EMS Agency Policy and Procedures regarding treatment and the urgency of transport. Patient transport shall not be inappropriately delayed, contrary to EMS Agency Policy and Procedures, in order to wait for the arrival of a non-transport advanced life support (paramedic) unit in order to prevent the levy of liquidated damages regarding a BLS response.
- c) BLS level ambulances for services under this Agreement shall be equipped

and staffed at the BLS-defibrillation level.

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

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

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

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

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

7. EQUIPMENT AND PERSONNEL

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

8. INDEPENDENT CONTRACTOR

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

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

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) Monetary Compensation

a) Year One

COUNTY shall pay to CONTRACTOR a monthly lump-payment of One Thousand Six Hundred Eighty-seven and 50/100 Dollars (\$1,687.50) for estimated dry runs and uncollectible charges. The total maximum monetary compensation payable under this agreement for the period of July 1, 2017 through June 30, 2018 shall not exceed Twenty Thousand Two Hundred Fifty and No/100 Dollars (\$20,250.00).

b) Year Two

COUNTY shall pay to CONTRACTOR a monthly lump-payment of One Thousand One Hundred Twenty-five and No/100 Dollars (\$1,125.00) for the period of July 1, 2018 through June 30, 2019 for estimated dry runs and uncollectible charges. The total maximum monetary compensation payable under this agreement for the period of July 1, 2018 through June 30, 2019 shall not exceed Thirteen Thousand Five Hundred and No/100 Dollars (\$13,500.00).

c) The total maximum monetary compensation payable under the Agreement, for the period of July 1, 2017 through June 30, 2019, shall not exceed Thirty-three Thousand Seven Hundred Fifty and No/100 Dollars (\$33,750.00).

d) In consideration for such monetary compensation, CONTRACTOR shall completely, unconditionally and irrevocably assign all of its "uncollectible accounts" to COUNTY. "Uncollectible accounts" shall be defined as those accounts receivable for authorized runs which CONTRACTOR has been unable to collect payment upon after they become past due or delinquent in accordance with CONTRACTOR's customary and usual practices as set forth in COUNTY EMS Policy #205, and which accounts came into existence due to CONTRACTOR's performance of this Agreement or as a result of CONTRACTOR's rendering of emergency ambulance service, or both. The Parties agree that CONTRACTOR will follow the billings, collections, and account write-off practices and procedures outlined in COUNTY EMS Policy #205, for purposes of this Subsection 9.B., of this Agreement. COUNTY shall have the discretion to pursue any and all collection efforts for the compromise and settlement of such accounts. COUNTY

1 shall retain any and all revenues it receives on such accounts and shall have no obligation to pay to
2 CONTRACTOR any portion of such revenues collected.

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

9 **10. AUDITING**

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

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

18 **11. INSURANCE**

19 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR
20 or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect the
21 following insurance policies or a program of self-insurance, including but not limited to, an insurance
22 pooling arrangement or Joint Powers Agreement (JPA) throughout the term of this Agreement:
23

24 A. Commercial General Liability

25 Commercial General Liability Insurance with limits of not less than One Million
26 Dollars (\$1,000,000.00) per occurrence and an annual aggregate of Two Million Dollars
27 (\$2,000,000.00). This policy shall be issued on a per occurrence basis. County may require specific
28 coverage including completed operations, product liability, contractual liability, Explosion-Collapse-

Underground (XCU), fire legal liability or any other liability insurance deemed necessary because of the nature of the contract.

B. Automobile Liability

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

C. Professional Liability

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

D. Worker's Compensation

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

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

Within thirty (30) days from the date CONTRACTOR signs this Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, Department of Public Health, P.O. Box 11867, Fresno, CA 93775, Attn: Contracts Section – 6th Floor, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and

1 collectively, as additional insured, but only insofar as the operations under this Agreement are
2 concerned; that such coverage for additional insured shall apply as primary insurance and any other
3 insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be
4 excess only and not contributing with insurance provided under CONTRACTOR's policies herein; and
5 that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance,
6 written notice given to COUNTY.

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

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

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

17 **12. MUTUAL INDEMNIFICATION**

18 A. CONTRACTOR agrees to protect, defend, indemnify and hold harmless COUNTY,
19 its elective and appointive boards, officers, agents, employees, local EMS Agency, and EMS Medical
20 Director(s), from any and all claims, suits, liabilities, expenses, costs, damages, and judgments of any
21 nature, including attorney fees and court costs, for injury to, and death of, any person, and for injury to any
22 property, including consequential damages of any nature resulting therefrom, arising out of, or in any way
23 connected with any acts or omissions by, or on behalf of CONTRACTOR, its officers, employees, agents
24 or contractors (specifically including American Ambulance as further discussed in Section 18 of this
25 Agreement) in performing or failing to perform any services or functions provided for or referred to or in
26 any way connected with any work, services, or functions to be performed by CONTRACTOR, its officers,
27 employees, agents, or contractors (including American Ambulance) under this Agreement. The foregoing
28

1 clause shall in no way obligate the CONTRACTOR to provide such protection, indemnification, or defense
2 to the extent of acts or omissions by the COUNTY, its officers, employees, agents, or contractors.

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

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

20 **13. TERM OF AGREEMENT**

21 This Agreement shall become effective on the 1st day of July, 2017, and shall terminate
22 on the 30th day of June, 2019.

23 **14. TERMINATION OF AGREEMENT**

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

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

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

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

12 **15. FORCE MAJEURE**

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

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

27 C. The Party whose performance is excused due to the occurrence of an event of
28 Force Majeure shall, during such period, keep the other Party hereto notified of all such actions

1 required in order for it to be able to commence or resume performance of its obligations under this
2 Agreement.

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

5 **16. GOVERNING LAW**

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

9 **17. ENTIRE AGREEMENT**

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

20 **18. SUBCONTRACTORS**

21 For the existing term of this Agreement, CONTRACTOR may subcontract with American
22 Ambulance for provision of non-exclusive emergency medical services in Fresno County Ambulance Zone
23 G. CONTRACTOR shall be responsible for such subcontractor's performance, and CONTRACTOR
24 shall remain the sole point of contact in the provision of services under this Agreement.
25 CONTRACTOR shall continue to be responsible for all obligations, duties, requirements and
26 performance standards under this agreement. CONTRACTOR assumes all risks of American Ambulance's
27 performance of the agreement, and that CONTRACTOR will defend, indemnify, and hold County
28 harmless, in accordance with Section 12 of the Agreement, from any and all claims, suits, liabilities,

1 expenses, costs, damages and judgments of any nature, including attorney fees and court costs resulting
2 from American Ambulance's performance. CONTRACTOR shall not subcontract with any subcontractors
3 except for American Ambulance as indicated herein, without the prior written consent of the COUNTY.

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

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COUNTY OF FRESNO:

CITY OF SELMA:

By: _____
Chairman, Board of Supervisors

By: _____
Mayor

Date: _____

Date: _____

BERNICE E. SEIDEL, Clerk
Board of Supervisors

By: _____

By: _____
Deputy City Clerk

Date: _____

Date: _____

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

APPROVED AS TO LEGAL FORM:
SELMA CITY ATTORNEY

By: _____

By: _____

APPROVED AS TO ACCOUNTING FORM:
OSCAR J. GARCIA, CPA, AUDITOR-CONTROLLER/
TREASURER-TAX COLLECTOR

REVIEWED AND RECOMMENDED
FOR APPROVAL:

By: _____

By: _____

REVIEWED AND RECOMMENDED FOR
APPROVAL:

Mailing Address:
1710 Tucker
Selma, CA 93662

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

Fund/Subclass: 0001/10000
Organization: 56201695
Account: 7295

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

April 24, 2017

ITEM NO: 1.e.

SUBJECT: Consideration and necessary action on acceptance of grant deed from Ajit S. Gill for real property.

DISCUSSION: Mr. Ajit S. Gill is issuing a grant deed for a ponding basin for Tract 5217 (Canales Estates), south of Saginaw Avenue between Highland and Mitchell Avenues

The Engineering Department has reviewed the grant deed and is requesting that Council accept the real property to the City.

RECOMMENDATION: Approve the acceptance of the grant deed, and direct City Clerk to submit the grant deed to the Records office.

/s/ Joseph Daggett

4/28/17

Joseph Daggett, City Engineer

Date



4/28/17

David Elias, City Manager

Date

We _____ and _____
David Elias, 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.

RESOLUTION NO. 2017 – __R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,
ACCEPTING THE DEDICATION OF REAL PROPERTY**

WHEREAS, Mr. Ajit S. Gill, as sub-divider, has completed the necessary improvements for a ponding basin as required in the conditions of approval for Tract 5217 Phase 1, and

WHEREAS, the City Engineer has certified that all of the improvements are substantially complete, and

WHEREAS, the property consists of ±2.17 Acres located south of Saginaw Avenue between Highland and Mitchell Avenues and the owner of record is Mr. Ajit S. Gill; and

WHEREAS, the acceptance of the real property described above is necessary and required for completion of the Project; and

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

1. The public interest and necessity require the Project.
2. The Project is planned or located in the manner that will be most compatible with the greatest good and least the least private injury.
3. The property interest set forth in the recitals, incorporated into this Resolution by reference, is necessary for the Project.

NOW, THEREFORE BE IT FURTHER RESOLVED that the City Clerk is authorized and directed to accept a deed to the real property described above for and on behalf of the City of Selma.

The foregoing Resolution was duly approved at a regular meeting of the Selma City Council on the 1st day of May 2017, by the following vote, to wit:

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

Michael Derr
Mayor of the City of Selma

ATTEST:

Reyna Rivera
City Clerk

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Selma
1710 Tucker Street
Selma, California 93662

APN: 393-170-36 (portion)

CERTIFICATE OF ACCEPTANCE

I, the undersigned, do hereby certify and declare that I am the City Clerk, duly qualified and acting as such, as of the date hereof, of the City of Selma and I am authorized to execute this Certificate of Acceptance pursuant to authority duly conferred by the City Council of the City of Selma on May 1, 2017.

The City of Selma hereby accepts transfer by Grant Deed of the real property situated in the County of Fresno, State of California from Ajit S. Gill, a married man, as described in Exhibit A attached and incorporated by reference.

Dated: _____

CITY OF SELMA

By: _____
Reyna Rivera, City Clerk

RECORDING REQUESTED BY:

Public Works Dept.
City of Selma
No Fee-Gov't. Code Sections
6103 and 27383

When Recorded, Mail To:

Public Works Department
City of Selma
1710 Tucker Street
Selma, CA 93662
ATTN: Engineering Dept.

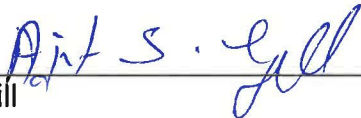
SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 393-170-36 Portion

**GRANT DEED
FOR STORM PONDING BASIN PURPOSES**

Mr. Ajit S. Gill, a married man, GRANTORS, hereby GRANT to the CITY of SELMA, a municipal corporation, in fee, the land described by the legal description attached hereto as Exhibit "A" and as illustrated by the map attached hereto as Exhibit "B", both of which are made a part hereof.

Ajit S. Gill



Dated:

4-18-17

Exhibit "A"

LEGAL DESCRIPTION

APN: 393-170-36 (portion)

Storm Ponding Basin Dedication

A portion of land located in the Southwest Quarter of Section 7, Township 16 South, Range 22 East, Mount Diablo Base and Meridian, County of Fresno, State of California, also being a portion of Lots 1 and 16 of Selma Villa Tract as per map record in Book 2, Page 66 of Plats, Fresno County Records, being more particularly described as follows:

Commencing at the West quarter corner of said Section 7; thence South 89°49'37" East, along the North line of Southwest Quarter of said Section 7, a distance of 546.85 feet; thence leaving said North line South 00°00'16" East a distance of 30.00 feet to a point on the South right of way line of Saginaw Avenue, said point also being the True Point of Beginning; thence continue South 00°00'16" East a distance of 299.26 feet to the South line of Lot 16 of said Selma Villa Tract; thence along the South line of Lots 16 and 1 of said Selma Villa Tract, South 89°49'22" East 316.00 feet; thence North 00°00'16" West 299.28 feet to the South right of way line of Saginaw Avenue; thence North 89°49'37" West, parallel with and 30.00 feet South of the North line of Southwest Quarter of said Section 7, a distance of 316.00 feet to the True Point of Beginning.

Containing an area of 2.17 acres feet more or less.

End of Description

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: _____

Narinder Sahota, PLS 8719

Date: April 21, 2017



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of FRESNO)

On 4-18-2017 before me, NARINDER S. SAHOTA, NOTARY,
Date Here Insert Name and Title of the Officer

personally appeared AJIT S. GILL
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he she/they executed the same in his her/their authorized capacity(ies), and that by his her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: GRANT DEED Document Date: 4-18-2017
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☒ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

5

Check Register Report

1.f.

Date: 04/26/2017

Time: 8:35 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							
68706	04/13/2017	Printed		10100.515	AT&T	TELEPHONE SERVICE	1,325.82
68707	04/13/2017	Printed		10100.515	AT&T	TELEPHONE SERVICE	122.55
68708	04/13/2017	Printed		10100.515	AT&T	TELEPHONE SERVICE	145.92
68709	04/13/2017	Printed		10100.515	AT&T	TELEPHONE SERVICE	352.85
68710	04/13/2017	Printed		10340.385	AT&T MOBILITY	TELEPHONE-MDT'S	1,683.63
68711	04/13/2017	Printed		10230.130	BENNETT & BENNETT, INC.	MISC IRRIGATION SUPPLIES	11.56
68712	04/13/2017	Printed		10320.770	CALIFORNIA HIGHWAY PATROL	WITNESS FEES	78.87
68713	04/13/2017	Printed		10310.455	CALIFORNIA WATER SERVICE	WATER SERVICE	6,218.55
68714	04/13/2017	Printed		10323.100	TIM CANNON	POST PER DIEM TRAINING	173.49
68715	04/13/2017	Printed		10340.610	CITY OF FRESNO	RANGE USE	540.00
68716	04/13/2017	Printed		10340.610	CITY OF FRESNO	POST TRAINING 6/20-6/22/17	842.00
68717	04/13/2017	Printed		10340.610	CITY OF FRESNO	POST TRAINING 6/13-6/15/17	842.00
68718	04/13/2017	Printed		11620.725	CITY OF SELMA	REPLENISH PETTY CASH	162.31
68719	04/13/2017	Printed		10371.000	COSTANZO & ASSOCIATES	LEGAL FEES	7,634.79
68720	04/13/2017	Printed		10670.255	COUNTY OF FRESNO TREASURER	GIS TELECOMMUNICATION CHARGES	69.97
68721	04/13/2017	Printed		10300.815	CSJVRMA	2016/2017 4TH QTR DEPOSIT	176,232.00
68722	04/13/2017	Printed		10620.210	FEDOR PLUMBING	NEW LINE FOR WASHER & DRYER-FD	1,450.00
68723	04/13/2017	Printed		10670.270	FRESNO CO TREASURER-SHERIFF	RMS/JMS/CAD ACCESS FEES	496.88
68724	04/13/2017	Void	04/13/2017			Void Check	0.00
68725	04/13/2017	Void	04/13/2017			Void Check	0.00
68726	04/13/2017	Void	04/13/2017			Void Check	0.00
68727	04/13/2017	Printed		10700.080	G&K SERVICES	LINEN/UNIFORM SERVICE	774.65
68728	04/13/2017	Printed		10710.438	JILLIAN GARCIA	AMBULANCE OVERPAYMENT REIMB	137.21
68729	04/13/2017	Printed		10739.948	CARMEN GOMEZ	AMBULANCE OVERPAYMENT REIMB	50.00
68730	04/13/2017	Printed		10752.164	KENNETH GREY	COMM DEV PROJECTS DIRECTOR	8,333.33
68731	04/13/2017	Printed		10820.020	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 3/29/17	2,211.29
68732	04/13/2017	Printed		10820.034	HEALTHWISE SERVICES	KIOSK MEDICAL WASTE	150.00
68733	04/13/2017	Printed		10820.702	HEWLETT-PACKARD FINANCIAL	LEASES	5,172.17
68734	04/13/2017	Printed		10970.793	INTERNATIONAL COUNCIL OF	MEMBERSHIP DUES	100.00
68735	04/13/2017	Printed		11040.710	JORGENSEN & COMPANY	FIRE EXTINGUISHER MAINT	223.54
68736	04/13/2017	Printed		11110.531	KAISER PERMANENTE	AMBULANCE OVERPAYMENT REIMB	1,509.40
68737	04/13/2017	Printed		11220.027	LEE CENTRAL CALIFORNIA	EMPLOYMENT ADS	570.50
68738	04/13/2017	Printed		11220.244	LEGENDS CLASSIC MOTORCYCLES	FLEET REPAIRS	589.72
68739	04/13/2017	Printed		11310.820	MARTIN JEWELERS	RETIREMENT WATCHES	433.90
68740	04/13/2017	Printed		11329.192	MCARRON MANUFACTURING	UTILITY TRAILER FOR STREETS	2,582.98
68741	04/13/2017	Printed		11340.800	METRO UNIFORM	FIRE REVOLVING ACCT	314.52
68742	04/13/2017	Printed		11350.330	MID VALLEY PUBLISHING, INC.	EMPLOYMENT ADS	99.50
68743	04/13/2017	Printed		11530.100	OFFICE DEPOT, INC.	OFFICE SUPPLIES	669.49
68744	04/13/2017	Printed		11620.715	MATTHEW PETERS	PARAMEDIC RECERTIFICATION	200.00
68745	04/13/2017	Printed		11810.361	RAY MORGAN COMPANY INC	MAINT/COPY AGREEMENT	522.61
68746	04/13/2017	Printed		11840.010	ROBINA WRIGHT ARCHITECT &	INSPECTIONS	1,175.00
68747	04/13/2017	Printed		11922.150	SCOTT'S PPE RECON, INC.	DISINFECTANT CONCENTRATE	255.99
68748	04/13/2017	Printed		11960.254	SIGN RANCH	GYPSY BANNER	102.58
68749	04/13/2017	Printed		11975.624	STERICYCLE, INC.	SERI-SAFE OSHA COMPLIANCE	150.45
68750	04/13/2017	Printed		11975.630	STERLING CODIFIERS INC.	ORDINANCE CODIFICATION	1,365.00
68751	04/13/2017	Printed		10670.050	THE FRESNO BEE	ADS FOR GYPSY	300.00
68752	04/13/2017	Printed		12029.105	THE HARTFORD	17-18 EMP. DISHONESTY POLICY	2,589.00
68753	04/13/2017	Printed		12072.972	TYCO INTEGRATED SECURITY LLC	ALARM SERVICES	2,511.73
68754	04/13/2017	Printed		12080.180	TYLER TECHNOLOGIES, INC.	ANNUAL MAINTENANCE AGREEMENT	651.75
68755	04/13/2017	Printed		12220.210	VALLEY NETWORK SOLUTIONS INC.	NETCARE, VOIP INTERCOM, BATTERY	6,220.30

Check Register Report

City of Selma

BANK: UNION BANK

Date: 04/26/2017

Time: 8:35 am

Page: 2

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK Checks							
68756	04/13/2017	Printed		12280.110	VINCENT COMMUNICATIONS INC	RADIO SUPPLIES	282.11
68757	04/13/2017	Printed		12310.249	WASTE MANAGEMENT	GARBAGE	112,043.46
68758	04/13/2017	Printed		12640.110	ZEE MEDICAL SERVICE CO.	FIRST AID SUPPLIES-PD	34.60

Total Checks: 53

Checks Total (excluding void checks): 350,709.97

Total Payments: 53

Bank Total (excluding void checks): 350,709.97

Total Payments: 53

Grand Total (excluding void checks): 350,709.97

ITEM NO: 2.

SUBJECT: Consideration and necessary action on new Debt Management Policy

BACKGROUND: Government Code section 8855(i) requires any issuer of public debt to provide to California Debt and Investment Advisory Commission ("CDIAC") no later than 30 days prior to the sale of any debt issue a report of the proposed issuance. Effective January 1, 2017, issuers must certify on the Report of Proposed Debt Issuance that they have adopted local debt policies concerning the use of debt and that the proposed debt issuance is consistent with those policies. The issuer's local debt management policies must include (A) through (E), below.

A) The purposes for which the debt proceeds may be used.

B) The types of debt that may be issued.

C) The relationship of the debt to, and integration with, the issuer's capital improvement program or budget, if applicable.

D) Policy goals related to the issuer's planning goals and objectives.

E) The internal control procedures that the issuer has implements, or will implement, to ensure that the proceeds of the proposed debt issuance will be directed to the intended use.

In essence, a debt management policy guides the debt issuance practices of state or local governments, including the issuance process, management of a debt portfolio, and adherence to various laws and regulations. A debt management policy helps improve the quality of decisions, articulate policy goals, provide guidelines for the structure of debt issuance, and demonstrate a commitment to long-term capital and financial planning.

Additionally, adherence to a debt management policy indicates to rating agencies and the capital markets that a government is well managed and therefore is likely to meet its debt obligations in a timely manner

DISCUSSION: The proposed Debt Management Policy (“Policy”) sets forth debt management objectives for the City of Selma, the Successor Agency, the Public Financing Authority and any other entity for which the City Council acts as legislative body, and the term “City” shall refer to each such entities.

The Policy, referred to as Exhibit A, establishes general parameters for issuing and administering debt. The purpose of the Policy is to assist the City in pursuit of the following important objectives:

- Minimize debt service and issuance costs
- Maintain access to cost effective borrowing
- Achieve the highest practical credit rating
- Ensure full and timely repayment of debt
- Maintain full and complete financial disclosure and reporting and
- Ensure compliance with applicable state and federal laws

The Policy has been written to include all elements required by CDIAC as well as best management practices expected by the pertinent credit markets and municipal bond industry. This policy will assist the City in pursuing and maintaining quality credit ratings in addition to providing guidance to decision makers.

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

RECOMMENDATION: Staff recommends approving resolution of new Debt Management Policy



David Elias, City Manager

4/28/17

Date

We David Elias, City Manager and Isaac Moreno, Finance Manager
do hereby agree that the funding for the above is correct and that enough funds exist to cover the expenditure.

RESOLUTION NO. 2017- R

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SELMA, CALIFORNIA, ADOPTING THE
CITY OF SELMA DEBT MANAGEMENT POLICY**

WHEREAS, a written debt management policy sets forth debt management objectives that will govern the issuance and management of all debt funded for long term capital financing needs and not for general operating functions; and

WHEREAS, adherence to a debt management policy indicates to rating agencies and the capital markets that a government is well managed and therefore is likely to meet its debt obligations in a timely manner.

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

SECTION 1. Recitals. The Council hereby specifically finds and declares that each of the recitals set forth above are true and correct and are hereby incorporated in conjunction with the respective staff report, ie and other entity for which the City Council acts as legislative body.

SECTION 2. Approval of the Debt Management Policy. This Council hereby declares that the proposed Debt Management Policy attached hereto (Exhibit A), is hereby approved as the City of Selma Debt Management Policy to be effective upon adoption of this Resolution.

SECTION 3. New Debt. That the issuance of new debt functions is delegated to the Finance Department and the approved Debt Financing Team as set forth in the Debt Management Policy, with final authorization of such new debt by the City Council and Boards of Directors as applicable.

SECTION 4. Authorization to Manage Debt Issuance Functions. The Director of Finance, or a designee, is hereby authorized to manage debt issuance functions for the City of Selma in accordance with the Debt Management Policy.

SECTION 5. Effective Date. This Resolution shall take effect from and after the date of its passage and adoption.

PASSED, APPROVED and ADOPTED by the City Council of the City of Selma at a regular meeting held on May 1, 2017 by the following vote:

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

Michael Derr
Mayor of the City of Selma

ATTEST:

Reyna Rivera
City Clerk

EXHIBIT A

CITY OF SELMA DEBT MANAGEMENT POLICY

CITY OF SELMA, CALIFORNIA

Debt Management Policy

MAY 1, 2017
CITY OF SELMA, CALIFORNIA

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Section 1: Policy

This Debt Management Policy (or “Debt Policy”) sets forth debt management objectives for the City of Selma, the Selma Public Financing Authority, the Successor Agency to the Selma Redevelopment Agency, the North Selma Sewer Public Financing Authority and any other entity for which the City Council acts as legislative body, and the term “City” shall refer to each of such entities.

This Debt Management Policy establishes general parameters for issuing and administering debt. Recognizing that cost-effective access to the capital markets depends on prudent management of the Debt Program, the City Council has adopted this Debt Management Policy by resolution.

This Debt Management Policy is intended to comply with California Government Code Section 8855 (i).

Section 2: Scope

The guidelines established by this policy will govern the issuance and management of all debt funded for long term capital financing needs and not for general operating functions. When used in this policy, “debt” refers to all forms of indebtedness and financing lease obligations. The Finance Department recognizes that changes in the capital markets and other unforeseen circumstances may require action that deviates from this Debt Management Policy. In cases that require exceptions to this Debt Management Policy, approval from the City Council will be necessary for implementation.

Section 3: Objectives

The purpose of this Debt Management Policy is to assist the City in pursuit of the following equally important objectives, while providing full and complete financial disclosure and ensuring compliance with applicable state and federal laws:

- Minimize debt service and issuance costs
- Maintain access to cost effective borrowing
- Achieve the highest practical credit rating
- Ensure full and timely repayment of debt
- Maintain full and complete financial disclosure and reporting
- Ensure compliance with applicable state and federal laws

Budget Integration – The decision to incur new indebtedness should be integrated with the policy decisions embedded in the City Council-adopted Operating Budget. The annual debt service payments shall be included in the Operating Budget.

The City will integrate its debt issuances with the goals of its Capital Improvement Program by timing the issuance of debt to ensure that projects are available when needed in furtherance of the City’s public purposes. The City will seek to issue debt in a timely manner to avoid having to make unplanned expenditures for capital improvements or equipment from its general fund.

Policy Review – Recognizing that cost-effective access to the capital market depends on prudent management of the City’s debt program, a review of the Debt Policy should be performed periodically, on an as-needed basis. The Debt Policy will be included as an Appendix in the Budget adopted by City Council. Any substantive changes to the policy shall be brought to the City Council for consideration and approval.

Section 4: Delegation Authority

Pursuant to the provisions of Section 37209 and 40805.5 of the Government Code of the State of California, the Finance Director shall be responsible for all of the financial affairs of the City. This Debt Management Policy

grants the Finance Director the authority to select the financing team, coordinate the administration and issuance of debt, communicate with the rating agencies, fulfill all of the pre-issuance and post-issuance requirements imposed by or related to state law, federal tax law and federal securities law.

Financing Team Definitions and Roles – The financing team is the working group of City staff and outside consultants necessary to complete a debt issuance including but not limited to bond counsel, disclosure counsel, underwriter, municipal advisor, trustee, pricing consultant and/or arbitrage analyst.

Typically, the Finance Director, the City Attorney, the City Manager, and appropriate Department Head(s) form the City staff portion of the Financing Team. Other staff members or designees may be appointed to the Financing Team.

Consultant Selection – The City will consider the professional qualifications and experience of consultants as it relates to the specific bond issue or other financing under consideration. In certain instances, the City will conduct a request for proposal/qualification process to select such consultants. Other professionals may be selected by the Finance Director on an as-needed basis.

Section 5: Methods of Financing

The Finance Director will investigate all possible financing alternatives including, but not limited to bonds, loans, state bond pools, and grants. The City also has an impact fee program whereby new development pays its fair share for the increased capital and operating costs that result from new construction. Although impact fee payments are restricted to specific projects or types of projects, the use of these payments can be an important source of financing for certain capital projects.

Cash Funding – The City funds a significant portion of capital improvements from grants. Currently, the City's cash reserves are dedicated towards potential fiscal emergencies and unforeseen working capital needs. Therefore, the City's cash reserves are restricted for these purposes.

Inter-fund Borrowing – The City may borrow internally from other funds with surplus cash in lieu of issuing bonded debt. Purposes warranting the use of this type of borrowing could include short term cash flow imbalances, interim financing pending the issuance of bonds, or long term financing in lieu of bonds for principal amounts of under \$5 million. If repayment period extends beyond one year, the City funds from which the money is borrowed shall be repaid with interest based upon the earning rate that the City deems appropriate given the length of term, repayment source and other considerations. The Finance Director shall also exercise due diligence to ensure that it is financially prudent for the Fund making the loan. Inter-fund loans will be evaluated on a case-by-case basis, and will require City Manager written approval. Borrowing above \$100,000 between two City funds shall require approval by City Council by resolution. The purpose of inter-fund borrowing is to finance high priority needs and to reduce costs of interest, debt issuance and/or administration.

Bank Loans / Lines of Credit – Although the City does not typically utilize lines of credit for the financing of capital projects, financial institution credit is an option for municipal issuers and may be evaluated as a financing option.

Other Loans – The City will evaluate other loan programs, including but not limited to State "loans" such as the Water Resources Control Board's revolving fund loans or federal "loans" through the United States Department of Agriculture for the construction of water infrastructure projects.

Bond Financing – The City may issue any bonds which are allowed under federal and state law including but not limited to general obligation bonds, certificates of participation, revenue bonds, land-secured (assessment and special tax) bonds, refunding bonds and other obligations (see below for detail).

General Obligation Bonds – General Obligation Bonds (GO Bonds) may only be issued with two-thirds approval of the City’s registered voters. The California State Constitution (Article XVI, Section 18) limits the use of the proceeds from GO Bonds to “the acquisition or improvement of real property”. Parks and Public Safety facilities are examples of the type of facilities that could be financed with GO Bonds.

Lease Financings – Lease financings may take a variety of forms, including certificates of participation, lease revenue bonds and direct leases (typically for equipment). When the City finances acquisition or construction of capital improvements or equipment with a lease financing, the City agrees to lease either the financed asset or a different asset and, most commonly, the City’s lease payments are securitized in the form of certificates of participation or lease revenue bonds. This type of financing requires approval of City Council.

Revenue Bonds – Revenue Bonds may be issued by the City for enterprise funds that are financially self-sustaining without the use of taxes and therefore rely on the revenues collected by the enterprise fund to repay the debt. This type of financing requires approval of City Council.

Assessment Bonds – The Improvement Bond Act of 1915 (Streets and Highways Code Section 8500 et seq.) and other state laws, subject to Article XIID of the California Constitution, allow the City to issue bonds to finance improvements that provide “specific benefit” to the assessed real property. Installments are collected on the secured property tax roll of the County. The City, as a charter city, may also adopt assessment laws that are applicable within its boundaries. This type of financing is secured by the lien upon and assessments paid by the real property owners and does not obligate the City’s general fund or other funds.

Special Tax Bonds – Under the Mello-Roos Community Facilities Act of 1982, the City may issue bonds on behalf of a Community Facilities District (CFD) to finance capital facilities, most commonly in connection with new development. These bonds must be approved by a two-thirds vote of the qualified electors in the CFD, which the Mello-Roos Act defines to mean registered voters if there are 12 or more registered voters in the CFD and, if there are fewer than 12 registered voters, the landowners in the CFD. Bonds issued by the City under the Mello-Roos Act are secured by a special tax on the real property within the CFD. The financed facilities do not need to be physically located within the CFD. The City, as a charter city, may also adopt special tax financing laws that are applicable within its boundaries. As this type of financing is secured by the special tax lien upon the real property it does not obligate the City’s general fund or other funds.

Refunding Obligations – Pursuant to the Government Code and various other financing statutes applicable in specific situations, the City Council is authorized to provide for the issuance of bonds for the purpose of refunding any long-term obligation of the City. Absent any significant non-economic factors, a refunding should produce minimum net debt service savings (net of reserve fund earnings and other offsets, and taking transaction costs into account) of at least 3% of the par value of the refunded bonds on a net present value basis, using the refunding issue’s True Interest Cost (TIC) as the discount rate, unless the Finance Director determines that a lower savings percentage is acceptable for issues or maturities with short maturity dates. Additionally, the Finance Director may determine that there are other, compelling “non-economic” reasons (e.g. removal of onerous covenants, terms or conditions)

Other Obligations – There may be special circumstances when other forms of debt are appropriate and may be evaluated on a case-by-case basis. Such other forms include, but are not limited to: bond anticipation notes, grant anticipation notes, tax allocation bonds, lease revenue bonds, pension obligation bonds, etc.

Section 6: Structure and Term

Term of Debt – Debt will be structured for the shortest period possible, consistent with a fair allocation of costs to current and future users. The standard term of long-term debt borrowing is typically 15-30 years.

Consistent with its philosophy of keeping its capital facilities and infrastructure systems in good condition and maximizing a capital asset's useful life, the City will make every effort to set aside sufficient current revenues to finance ongoing maintenance needs and to provide reserves for periodic replacement and renewal. Generally, no debt will be issued for a period exceeding the useful life or average useful lives of projects to be financed.

Debt Repayment Structure – In structuring a bond issue, the City will manage the amortization of the debt and, to the extent possible, match its cash flow to the anticipated debt service payments. In addition, the City will seek to structure debt with aggregate level debt service payments over the life of the debt. Structures with unlevel debt service will be considered when one or more of the following exist:

- Natural disasters or extraordinary unanticipated external factors make payments on the debt in the early years prohibitive
- Such structuring is beneficial to the City's aggregate overall debt payment schedule
- Such structuring will allow debt service to more closely match project revenues during the early years of the project's operation

Bond Maturity Options – For each issuance, the City will select serial bonds or term bonds, or both. On the occasions where circumstances warrant, capital appreciation bonds (CABs) may be used. The decision to use term, serial or CABs is typically driven by market conditions.

Interest Rate Structure – The City currently issues securities on a fixed interest rate basis only. Fixed rate securities ensure budget certainty through the life of the issue and avoid the volatility and risk of rising variable rates.

Credit Enhancement – Credit enhancement may be used to improve or establish a credit rating on a City debt obligation. Types of credit enhancement include letters of credit, bond insurance and surety policies. The Finance Director will recommend the use of a credit enhancement if it reduces the overall cost of the proposed financing or if the use of such credit enhancement furthers the City's overall financial objectives.

Debt Service Reserve Fund – Debt service reserve funds are typically held by a Trustee to make principal and interest payments to bondholders in the event the pledged revenues are insufficient to do so. The City will fund debt service reserve funds when it is in the city's overall best financial interest. The City may decide not to utilize a reserve fund if the Finance Director, in consultation with the underwriter and municipal advisor, determines there would be no adverse impact to the City's credit rating or interest rates.

Per Internal Revenue Service rules, the size of the reserve fund on tax-exempt bond issuance is the lesser of

- 10% of the initial principal amount of the debt;
- 125% of average annual debt service; or
- 100% of maximum annual debt service.

In lieu of holding a cash funded reserve, the City may substitute a surety bond or other credit instrument in its place. The decision to cash fund a reserve fund rather than to use a credit facility is dependent upon the cost of the credit instrument and the investment opportunities.

Call Options / Redemption Provisions – A call option or optional redemption provision gives the City the right to prepay or retire debt prior to its stated maturity date. This option may permit the City to achieve interest savings in the future through the refunding of the bonds. Often the City will pay a higher interest rate as compensation to the buyer for the risk of having the bond called in the future. In addition, if a bond is called, the holder may be entitled to a premium payment (call premium). Because the cost of call options can vary depending on market

conditions, an evaluation of factors will be conducted in connection with each issuance. The Finance Director shall evaluate and recommend the use of a call option on a case by case basis.

Debt Limits – California Government Code Section 43605 states the City shall not incur bonded indebtedness payable from the proceeds of property tax which exceeds 15 percent of the assessed value of all real and personal property of the City.

The cumulative annual debt service of all bond issues supported by the General Fund is restricted to no more than 15 percent of annual General Fund Revenue.

Bond issues supported by Enterprise Funds should maintain a minimum ratio of net operating income to annual debt service (“coverage ratio”) that the Finance Director concludes is financially prudent to the City. Typically, a higher coverage ratio produces a better the credit rating and lower interest rates, yet if too high, potentially may restrict efficient Enterprise operations or unduly induce unneeded user rate increases. Therefore, the City should balance the benefits of higher ratings with the operational impact of high coverage ratios.

Section 7: Method of Issuance and Sale; Disclosure

Debt issues are sold to a single underwriter or to an underwriting syndicate, either through a competitive sale or a negotiated sale. A negotiated sale may involve the sale of securities to investors through an underwriter or the private placement of the securities with a financial institution or other sophisticated investor. The selected method of sale will be that which is most beneficial to the City in terms of lowest net interest rate, most favorable terms in financial structure, and market conditions. The Finance Director will review conditions in conjunction with information and advice presented by the City’s Municipal Advisor.

Competitive Sales of Bonds – In a competitive sale, the terms of the debt will be defined by the City and the City’s finance team, and the price of the debt will be established through a bidding process amongst impartial underwriters and/or underwriting syndicates. The issue is awarded to the underwriter judged to have submitted the best bid that offers the lowest true interest cost taking into account underwriting spread, interest rates and any discounts or premiums.

Negotiated Sale of Bonds – A method for sale for bonds, notes, or other financing vehicles in which the City selects in advance, based upon proposals received or by other means, one or more underwriters to work with it in structuring, marketing and finally offering an issue to investors. The negotiated sale method is often used when the issue is: a first-time sale by an issuer (a new credit), a complex security structure, such as variable rate transaction, an unusually large issue, or in a highly volatile or congested market where flexibility as to bond sale timing is important.

Private Placement – A private placement is a variation of a negotiated sale in which the City, usually with the help of a municipal advisor and placement agent will attempt to place the entire new issue directly with an investor. The investor will negotiate the specific terms and conditions of the financing before agreeing to purchase the issue. Private placements are generally undertaken because the transaction is complex or unique, requiring direct negotiations with the investor, or because the issue is small or of a shorter duration and a direct offering provides economies of scale, lower interest costs and reduced continuing disclosure.

Derivative products - Because of their complexity, unless otherwise amended, Derivative Products such as interest rate swaps, interest floaters, and other hybrid securities are prohibited by this Debt Management Policy.

Initial Disclosure Requirements - The City acknowledges its disclosure responsibilities. Under the guidance of Disclosure Counsel, the City will distribute or cause an underwriter to distribute its Preliminary Official Statement

and final Official Statement (neither is typically required in a private placement, although in some cases a “private placement memorandum” may be required by the investor).

The Financing Team shall be responsible for soliciting “material” information (as defined in Securities and Exchange Commission Rule 10b-5) from City departments and identifying contributors who may have information necessary to prepare portions of the Official Statement or who should review portions of the Official Statement. In doing so, the Financing Team shall confirm that the Official Statement accurately states all “material” information relating to the decision to buy or sell the subject bonds and that all information in the Official Statement has been critically reviewed by an appropriate person.

In connection with an initial offering of securities, the City and other members of the Financing Team will:

- Identify material information that should be disclosed in the Official Statement;
- Identify other persons that may have material information (contributors);
- Review and approve the Official Statement;
- Ensure the City’s compliance, and that of its related entities, with federal and state security laws, including notification to the California Debt and Investment Advisory Commission (“CDIAC”) of the proposed debt issue no later than 30 days prior to the sale of any debt issue, and submission of a final report of the issuance to the CDIAC by any method approved by the CDIAC.

The Financing Team shall critically evaluate the Official Statement for accuracy and compliance with federal and state securities laws. The approval of an Official Statement shall be placed on the City Council agenda, and shall not be considered as a Consent Calendar item. The staff report will summarize the City Council’s responsibilities with respect to the Official Statement and provide the City Council the opportunity to review a substantially final Official Statement. The City Council shall undertake such review as deemed necessary by the City Council to fulfill the City Council’s securities law responsibilities.¹

For any privately placed debt with no Official Statement, the final staff report describing the issue and such other documents will be provided to the City Council for approval.

Section 8: Creditworthiness Objectives

Ratings are a reflection of the general fiscal soundness of the City and the capabilities of its management. Typically, the higher the credit ratings are, the lower the interest cost is on the City’s debt issues. To enhance creditworthiness, the City is committed to prudent financial management, systematic capital planning, and long-term financial planning, and to that end has an objective of maintaining a credit rating of at least AA- (Standard and Poor’s); however, the City also recognizes that external economic, natural, or other events may, from time to time, affect the creditworthiness of its debt.

The most familiar nationally recognized bond rating agencies are Standard and Poor’s, Moody’s Investors Service, and Fitch Ratings. When issuing a credit rating, rating agencies consider various factors including but not limited to:

¹ The Securities and Exchange Commission (the SEC), the agency with regulatory authority over the City’s compliance with the federal securities laws, has issued guidance as to the duties of the City Council with respect to its approval of the POS. In its “Report of Investigation in the Matter of County of Orange, California as it Relates to the Conduct of the Members of the Board of Supervisors” (Release No. 36761 / January 24, 1996) (the “Release”), the SEC stated that, if a member of the City Council has knowledge of any facts or circumstances that an investor would want to know about prior to investing in the bonds, whether relating to their repayment, tax-exempt status, undisclosed conflicts of interest with interested parties, or otherwise, he or she should endeavor to discover whether such factors are adequately disclosed in the Official Statement. In the Release, the SEC stated that the steps that a member of the City Council would take include becoming familiar with the POS and questioning staff and consultants about the disclosure of such facts.

- City's fiscal status
- City's general management capabilities
- Economic conditions that may impact the stability and reliability of debt repayment sources
- City's general reserve levels
- City's debt history and current debt structure
- Project being financed
- Covenants and conditions in the governing legal documents

Bond Ratings – The Financing Team will assess whether a credit rating should be obtained for an issuance. The City typically seeks a rating from at least one nationally recognized rating agency on new and refunded issues being sold in the public market. The Finance Director, working with the Financing Team, shall be responsible for determining which of the major rating agencies the City shall request provide a rating. When applying for a rating on an issue, the City and Financing Team shall prepare a presentation for the rating agency when the City determines that a presentation is in the best interests of the City.

Rating Agency Communications – The Finance Director is responsible for maintaining relationships with the rating agencies that assign ratings to the City's various debt obligations. This effort shall include providing the rating agencies with the City's financial statements, if applicable, as well as any additional information requested.

Section 9: Post Issuance Administration

Notification to the CDIAC – The City shall work with its bond counsel to submit a report of final sale to the CDIAC by any method approved by the CDIAC no later than 21 days after the sale of the debt. The report shall include the information required by CDIAC.

Investment of Proceeds – The Finance Director shall invest bond proceeds and reserve funds in accordance with each issue's indenture or trust agreement, utilizing competitive bidding when possible. All investments will be made in compliance with the City's investment policy objectives of safety liquidity and then yield. The investment of bond proceeds and reserve funds shall comply with federal tax law requirements specified in the indenture or trust agreement and the tax certificate.

[For new money publicly offered bond issues over \$2million, project funds and reserve funds] shall be held by the bank trustee. The trustee will be responsible for recording all investments and transactions relating to the proceeds and providing monthly statements regarding the investments and transactions.

Use of Bond Proceeds – The Finance Director is responsible for ensuring debt proceeds are spent for the intended purposes identified in the related legal documents and that the proceeds are spent in the time frames identified in the tax certificate prepared by the City's bond counsel. Whenever reasonably possible, proceeds of debt will be held by a third-party trustee and the City will submit written requisitions for such proceeds. The City will submit a requisition only after obtaining the signature of either the City Manager or Finance Director. In those cases where it is not reasonably possible for the proceeds of debt to be held by a third-party trustee, the Finance Director shall retain records of all expenditures of proceeds through the final payment date for the debt.

Continuing Disclosure – The Finance Director or designee will ensure the City's annual financial statements and associated reports are posted on the City's web site. The City will also contract with consultant(s) to comply with the Securities and Exchange Commission Rule 15c2 by filing its annual financial statements, other financial and operating data and notices of enumerated events for the benefit of its bondholders on the Electronic Municipal Market Access (EMMA) website of the Municipal Securities Rulemaking Board (MSRB).

The City shall submit an annual report to the CDIAC for any issue of debt for which it has submitted a report of final sale on or after January 21, 2017. The annual report shall comply with the requirements of Government Code Section 8855 and related regulations.

Arbitrage Rebate Compliance and Reporting – The use and investment of bond proceeds must be monitored to ensure compliance with arbitrage restrictions. Existing regulations require that issuers calculate rebate liabilities related to any bond issues, with rebates paid to the Federal Government every five years and as otherwise required by applicable provisions of the Internal Revenue Code and regulations. The Finance Director shall contract with a specialist to ensure that proceeds and investments are tracked in a manner that facilitates accurate complete calculations, and if necessary timely rebate payments.

Compliance with Other Bond Covenants – In addition to financial disclosure and arbitrage, the City is also responsible for verifying compliance with all undertakings, covenants, and agreements of each bond issuance on an ongoing basis. This typically includes ensuring:

- Annual appropriation of revenues to meet debt service payments
- Taxes/fees are levied and collected where applicable
- Timely transfer of debt service payments to the trustee
- Compliance with insurance requirements
- Compliance with rate covenants
- Post-issuance procedures established in the tax certificate for any tax-exempt debt

Retention – A copy of all relevant documents and records will be maintained by the Finance Department for the term of the bonds (including refunding bonds, if any) plus 10 years. Relevant documents and records will include sufficient documentation to support the requirements relating to the tax-exempt status.

Investor Relations – While the City shall post its annual financial report as well as other financial reports on the City's website, this information is intended for the citizens of the City. Information that the City intends to reach the investing public, including bondholders, rating analysts, investment advisors, or any other members of the investment community shall be filed on the EMMA system.

Additional requirements for financial statements – It is the City's policy to hire an auditing firm that has the technical skills and resources to properly perform an annual audit of the City's financial statements. More specifically, the firm shall be a recognized expert in the accounting rules applicable to the City and shall have the resources necessary to review the City's financial statements on a timely basis.

Section 10: Training

The Finance Director shall ensure that the members of the City staff involved in the initial or continuing disclosure process and the City Council are properly trained to understand and perform their responsibilities.

The Finance Director shall arrange for disclosure training sessions conducted by the City's disclosure counsel or other such qualified individual or firm. Such training sessions shall include education on the Initial Disclosure and Continuing Disclosure sections of this Debt Management Policy, the City's disclosure obligations under applicable federal and state securities laws and the disclosure responsibilities and potential liabilities of members of the City's staff and members of the City Council. Such training sessions may be conducted using a recorded presentation.

Section 11: Glossary

Ad Valorem Tax: A tax calculated “according to the value” of property. Such a tax is based on the assessed valuation of real property and a valuation of tangible personal property.

Amortization: The gradual reduction in principal of an outstanding debt based upon a specific repayment schedule, which details specific dates and repayment amounts on those dates.

Arbitrage: The gain that may be obtained by borrowing funds at a lower (often tax-exempt) rate and investing the proceeds at higher (often taxable) rates. The ability to earn arbitrage by issuing tax-exempt securities has been severely curtailed by the Internal Revenue Code of 1986, as amended.

Assessed Valuation: The appraised worth of property as set by a taxing authority through assessments for purposes of ad valorem taxation

Bond: A security that represents an obligation to pay a specified amount of money on a specific date in the future, typically with periodic interest payments.

Bond Anticipation Notes: Short-term notes issued usually for capital projects and paid from the proceeds of the issuance of long-term bonds. Provide interim financing in anticipation of bond issuance.

Bond Counsel: A specialized, qualified attorney retained by the issuer to give a legal opinion concerning the validity of securities. The bond counsel’s opinion usually addresses the subject of tax exemption. Bond counsel typically prepares and/or advises the issuer regarding legal structure, authorizing resolutions, trust indentures and the like.

Bond Insurance: A type of credit enhancement whereby an insurance company indemnifies an investor against default by the issuer. In the event of failure by the issuer to pay principal and interest in full and on time, investors may call upon the insurance company to do so. Once issued, the municipal bond insurance policy is generally irrevocable. The insurance company receives its premium when the policy is issued and this premium is typically paid out of the bond issue.

Call Option: The right to redeem a bond prior to its stated maturity, either on a given date or continuously. The call option is also referred to as the optional redemption provision. Often a call premium is added to the call option as compensation to the holders of the earliest bonds called.

Capital Appreciation Bond: A municipal security on which the investment return on an initial principal amount is reinvested at a stated compounded rate until maturity, at which time the investor receives a single payment representing both the initial principal amount and the total investment return.

CDIAC: California Debt and Advisory Commission (“CDIAC”)

Certificates of Participation: A financial instrument representing a proportionate interest in payments such as lease payments by one party (such as a city acting as a lessee) to another party (often a JPA or non-profit).

Competitive Sale: A sale of bonds in which an underwriter or syndicate of underwriters submit sealed bids to purchase the bonds. Bids are awarded on a true interest cost basis (TIC), providing that other bidding requirements are satisfied. Competitive sales are recommended for simple financings with a strong underlying credit rating. This type of sale is in contrast to a Negotiated Sale

Continuing Disclosure: The requirement by the Securities and Exchange Commission for most issuers of municipal debt to post current financial information and notices of enumerated events on the MSRB's EMMA website for access by the general marketplace.

Credit Rating Agency: A company that rates the relative credit quality of a bond issue and assigns a letter rating. These rating agencies include Moody's Investors Service, Standard & Poor's, and Fitch Ratings.

Debt Limit: The maximum amount of debt that is legally permitted by applicable charter, constitution, or statutes.

Debt Service: The amount necessary to pay principal and interest requirements on outstanding bonds for a given year or series of years.

Default: The failure to pay principal or interest in full or on time and, in some cases, the failure to comply with non-payment obligations after notice and the opportunity to cure.

Derivative: A financial instrument which derives its own value from the value of another instrument, usually an underlying asset such as a stock, bond, or an underlying reference such as an interest rate index.

Disclosure Counsel: A specialized, qualified attorney retained to provide advice on issuer disclosure obligations, to prepare the official statement and to prepare the continuing disclosure undertaking.

Discount: The difference between a bond's par value and the price for which it is sold when the latter is less than par. Also known as "underwriter discount," this is the fee paid to the underwriter its banking and bond marketing services.

Enterprise Activity: revenue generating project or business. The project often provides funds necessary to pay debt service on securities issued to finance the facility. Common examples include water, wastewater and solid waste enterprises

Financing Team: The working group of City staff and outside consultants necessary to complete a debt issuance.

General Obligation (GO) Bond: A bond secured by an unlimited property tax pledge. Requires a two-thirds vote by the electorate. GO bonds usually achieve lower rates of interest than other financing instruments since they are considered to be a lower risk.

Indenture: A contract between the issuer and the trustee stipulating the characteristics of the financial instrument, the issuer's obligation to pay debt service, and the remedies available to the trustee in the event of default.

Issuance Costs: The costs incurred by the bond issuer during the planning and sale of securities. These costs include by are not limited to municipal advisory, bond counsel, disclosure counsel, printing, advertising costs, credit enhancement, rating agencies fees, and other expenses incurred in the marketing of an issue.

Lease: An obligation wherein a lessee agrees to make payments to a lessor in exchange for the use of certain property. The term may refer to a capital lease or to an operating lease.

Lease Revenue Bonds: Bonds that are secured by an obligation of one party to make annual lease payments to another.

Maturity Date: The date upon which a specified amount of debt principal or bonds matures, or becomes due and payable by the issuer of the debt.

Municipal Advisor: A consultant who provides the issuer with advice on the structure of the bond issue, timing, terms and related matters for a new bond issue.

Municipal Securities Rulemaking Board (MSRB): A self-regulating organization established on September 5, 1975 upon the appointment of a 15-member board by the Securities and Exchange Agreement. The MSRB, comprised of representatives from investment banking firms, dealer bank representatives, and public representatives, is entrusted with the responsibility of writing rules of conduct for the municipal securities market. The MSRB hosts the EMMA website, which hosts information posted by issuers under their continuing disclosure undertakings.

Negotiated Sale: A sale of securities in which the terms of the sale are determined through negotiation between the issuer and the purchaser, typically an underwriter, without competitive bidding. The negotiated sales process provides control over the financing structure and issuance timing. Negotiated sales are recommended for unusual financing terms, period of market volatility and weaker credit quality. A thorough evaluation, usually with the assistance of the City's Municipal Advisor, of the proposed bond's credit characteristics in conjunction with market conditions will be performed to ensure reasonable final pricing and underwriting spread.

Official Statement (Prospectus): A document published by the issuer in connection with a primary offering of securities that discloses material information on a new security issue including the purposes of the issue, how the securities will be repaid, and the financial, economic and social characteristics of the security for the bonds. Investors may use this information to evaluate the credit quality of the securities.

Par Value: The face value or principal amount of a security.

Pension Obligation Bonds: Financing instruments used to pay some or all of the unfunded pension liability of a pension plan. POBs are issued as taxable instruments over a 10-40 year term or by matching the term with the amortization period of the outstanding unfunded actuarial accrued liability.

Premium: The excess of the price at which a bond is sold over its face value.

Present Value: The value of a future amount or stream of revenues or expenditures.

Pricing Consultant: The Pricing Consultant provides a fairness letter to the City or its agent regarding the pricing of a new issue of municipal securities.

Private Placement: A bond issue that is structured specifically for one purchaser. Private placements are typically carried out when extraneous circumstances preclude public offerings. A private placement is considered to be a negotiated sale.

Redemption: Depending on an issue's call provisions, an issuer may on certain dates and at certain premiums, redeem or call specific outstanding maturities. When a bond or certificate is redeemed, the issuer is required to pay the maturities' par value, the accrued interest to the call date, plus any premium required by the issue's call provisions.

Refunding: A procedure whereby an issuer refinances an outstanding debt issue by issuing a new debt issue.

Rule 15c2-12: Rule adopted by the Securities and Exchange Commission setting forth certain obligations of (i) underwriters to receive, review and disseminate official statements prepared by issuers of most primary offering of municipal securities, (ii) underwriters to obtain continuing disclosure agreements from issuers and other obligated persons to provide ongoing annual financial information on a continuing basis, and (iii) broker-dealers to have access to such continuing disclosure in order to make recommendations of municipal securities in the secondary market.

Reserve Fund: A fund established by the indenture of a bond issue into which money is deposited for payment of debt service in case of a shortfall in current revenues.

Revenue Bond: A bond which is payable from a specific source of revenue and to which the full faith and credit of an issuer is not pledged. Revenue bonds are payable from identified sources of revenue, and do not permit the bondholders to compel a jurisdiction to pay debt service from any other source. Pledged revenues often are derived from the operation of an enterprise.

Secondary Market: The market in which bonds are sold after their initial sale in the new issue market.

Serial Bonds: Bonds of an issue that mature in consecutive years or other intervals and are not subject to mandatory sinking fund provisions.

Special Tax Bonds: Bonds issued to fund eligible improvements and paid with special taxes levied in a community facilities district formed under the Mello-Roos Community Facilities Act of 1982, as amended, or other applicable law.

State Revolving Funds: The State Revolving Fund (SRF) loan is a low interest loan program for the construction of water infrastructure projects.

Tax Allocation Bonds: Historically, tax allocation bonds referred to bonds issued under the Community Redevelopment Law to fund eligible capital facilities located within a redevelopment project area. However, as a result of the passage of AB X1 26, the City of Selma Redevelopment Agency has been dissolved and the successor agency's obligations are limited to performing certain enforceable obligations. The California Legislature has enacted a number of laws that establish alternative tax increment financing mechanisms, and tax allocation bonds may be issued under these laws in the future.

Tax and Revenue Anticipation Notes (TRANS): Short term notes issued in anticipation of receiving tax receipts and revenues within a fiscal year. TRANS allow the municipality to manage the period of cash shortfalls resulting from a mismatch between timing of revenues and timing of expenditures.

Term Bonds: Bonds that come due in a single maturity but where the issuer may agree to make periodic payments into a sinking fund for mandatory redemption of term bonds before maturity and for payment at maturity.

True Interest Cost (TIC): Under this method of computing the interest expense to the issuer of bonds, true interest cost is defined as the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the new issue of bonds. Interest is assumed to be compounded semi-annually. TIC computations produce a figure slightly different from the net interest cost (NIC) method because TIC considers the time value of money while NIC does not.

Trustee: A bank retained by the issuer as custodian of bond proceeds and official representative of bondholders. The trustee ensures compliance with the indenture. In many cases, the trustee also acts as paying agent and is responsible for transmitting payments of interest and principal to the bondholders.

Underwriter: A broker-dealer that purchases a new issue of municipal securities from the issuer for resale in a primary offering. The bonds may be purchased either through a negotiated sale with the issuer or through a competitive sale.

Yield: The net rate of return, as a percentage, received by an investor on an investment. Yield calculations on a fixed income investment, such as a bond issue, take purchase price and coupon into account when calculating yield to maturity.



Selma Police Department

POLICE DEPARTMENT **BI-WEEKLY COUNCIL UPDATE** **(3/31/17 – 4/14/17)**

Crime Trends

- Although over the last 28 days, the city of Selma saw a 27% drop in overall crime, that last 14 days saw slight increases in most categories. The percentage changes seem significant, but are based on several weeks of low crime numbers across the board. Over the last 14-days, the city of Selma experienced a 20% increase in violent crime, but that represents a change from five (5) reported offenses to six (6). Sadly, an additional event was a homicide on Easter Sunday morning. On a positive note, the suspect in this case was identified by an “eye witness” in an interview conducted by our detectives two days after the crime, and three days later he was in custody. We saw a 50% increase in burglary, again reflecting low numbers (4 vs 2). Two (2) auto thefts were reported in this time period, up from zero (0) the previous two weeks.

SIGNIFICANT CALLS FOR SERVICE

- On 4/16/17, at approximately 1am, officers responded to the 2400 block of Sarah Circle for a report of several shots that were fired. Officer Cerda arrived on scene first to find a 19yr old Hispanic male lying in the roadway near a Black 4 dr. Toyota Camry. He was checked and found to have a single gunshot wound to his lower back. While checking the scene for other possible victims, Officer A. Guzman found a 16 year old Hispanic male, a Parlier resident, in the back seat of the Camry. He was transported to Adventist Medical Center – Selma for treatment, where he would later succumb to his injury.
- On 4/23/17, at approximately 5:50am, Officers were dispatched to assist FSO on a single-vehicle-into-canal traffic collision on S Mill Ditch Ave, north of E Dinuba Ave, just outside of the city limits. Both graveyard and day-shift Officers arrived first on scene to find a vehicle overturned into the canal in approximately six feet of water. On top of the overturned vehicle Officers located the deceased driver, who had been pulled from the vehicle prior to their arrival by the one surviving passenger. It was said the driver was a resident of Selma from the 1300 Block of Sarah St. Located within the vehicle were two other passengers, both also deceased. The investigation was turned over to FSO Deputies on scene, who subsequently turned over their



Selma Police Department

investigation to the CHP. Officers Clifton and Musso stayed on scene to assist FSO and CHP with traffic control until approximately 0640 hours.

Personnel

- We have filled three (3) of the four (4) vacant full-time sworn positions, and anticipate filling the last shortly. We filled one of the vacant dispatcher positions, and the newest employee began work on Wednesday, April 12.

Special Events

- The first event of the BBNBTL community event series took place on Saturday, April 22, with nearly 1,000 people in attendance
- Bringing Broken Neighborhood's Back to Life remaining 2017 season events are:
 - SATURDAY, MAY 20, SALAZAR PARK (HOST: SMART Center)
 - SATURDAY, JUNE 24, HICKS @ WRIGHT STREET (HOST: New Hope Church)
 - SATURDAY, AUGUST 26, McCALL @ BARBARA (HOST: Valley Life Church)
 - SATURDAY, SEPTEMBER 30, RINGO PARK (HOST: Multiple Churches)

All events will be from 10am to 2pm.