

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

August 3, 2020

ITEM NO:

1.a.

SUBJECT: Consideration of a Resolution approving the purchase of a Stryker Lifepak 15 heart monitor and a Ford Transit Van style ambulance with Stryker Power Load patient retention system for Selma Ambulance Department

RECOMMENDATION: Staff recommends that Council approve a Resolution authorizing the purchase of one Stryker Lifepak 15 heart monitor and one Ford Transit style ambulance with a Stryker Power Load patient retention system, and authorize the City Manager to execute all associated documents.

BACKGROUND: During the City's recent budget hearings, and with the approval of the 2020/2021 fiscal year budget, Council approved the capital purchase of a second ambulance, including associated equipment such as the patient loading system, and heart monitor. Budgeted funding for this capital purchase is set at \$175,000.00.

DISCUSSION: This ambulance will be the second one purchased as part of our program to take over all EMS transport services. At this time, it will be utilized as a back-up ambulance, which would allow us to continue providing services if the current ambulance were to experience mechanical issues. This ambulance will be identical to the first one that the City purchased.

Costs associated with the purchase of the first ambulance, along with the necessary equipment, totaled \$165,269.53. Allowing for some increase in costs, staff will be able to complete this capital purchase without exceeding the budgeted amount of \$175,000.00

Staff will continue to evaluate our current levels of service to look for areas where further improvements could be made by utilizing this second ambulance during high call volume periods. This will allow us to utilize the ambulance to provide services to the community when both units are in service.

<u>COST:</u> <i>(Enter cost of item to be purchased)</i>		<u>BUDGET IMPACT:</u> <i>(Enter amount this non-budgeted item will impact this years' budget – if budgeted, enter NONE).</i>
Not to exceed the budgeted amount of \$175,000.00		None
<u>FUNDING:</u> <i>(Enter the funding source for this item – if fund exists, enter the balance in the fund).</i>		<u>ON-GOING COST:</u> <i>(Enter the amount that will need to be budgeted each year – if one-time cost, enter NONE).</i>
Funding Source: Ambulance Fund Fund Balance: \$4,650,053.83		None

RECOMMENDATION: Staff recommends that Council approve a Resolution authorizing the purchase of one Stryker Lifepak 15 heart monitor and one Ford Transit style ambulance with a Stryker Power Load patient retention system, and authorize the City Manager to execute all associated documents.

/s/	07/30/2020
_____ Rob Petersen, Fire Chief	_____ Date
/s/	07/30/2020
_____ Teresa Gallavan, City Manager	_____ Date

RESOLUTION NO. 2020 – ___R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA
AUTHORIZING THE CITY MANAGER TO PURCHASE ONE STRYKER LIFEPAK
FIFTEEN HEART MONITOR AND ONE FORD TRANSIT STYLE AMBULANCE
AND TO EXECUTE
ALL DOCUMENTS NECESSARY TO MAKE SAID PURCHASE**

WHEREAS, the City of Selma previously contracted with American Ambulance to provide ambulance service throughout the service area previously served by the City of Selma Fire Department; and

WHEREAS, the City has, with the consent of American Ambulance, decided to transition back to operation of the ambulance service through the City Fire Department and, to do so, requires ambulances and associated equipment for those ambulances.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The foregoing recitals are true and correct.
2. The City Manager is authorized to purchase for not to exceed budgeted amount of \$175,000 one Stryker Lifepak fifteen heart monitor and one Ford Transit Style Ambulance with a Stryker Power Load Patient Retention System and to execute all documents necessary to consummate such purchase.

The forgoing Resolution was duly adopted by the City Council of the City of Selma at a regular meeting on the 3rd of August 2020 by the following vote:

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

Louis Franco, Mayor

ATTEST:

Reyna Rivera, City Clerk

ITEM NO: 1.b.

SUBJECT: Consideration of a Professional Services agreement with Gateway Engineering for Preliminary Engineering on Transit Oriented Development (TOD) Grant Project (Selma Downtown & Civic Center Transit-Orientated Improvements)

RECOMMENDATION: Authorize City Manager to execute a Professional Service Agreement with Gateway Engineering to proceed with preliminary engineering on a Transit Oriented Development Grant Project.

DISCUSSION: On February 5, 2020, the City executed a contract with Fresno County Transportation Authority (FCTA) for a Transit Oriented Development (TOD) grant to create connectivity to a transit pickup location. The full project description as outlined in the grant application is as follows and a map of the project area is attached as Exhibit A:

The proposed project will relocate the City Hall transit stop from Tucker Street to a location on 3rd Street adjacent to the Fire Administration Department. As well as provide sidewalks, ramps, and crossing improvements at various locations to facilitate increased transit ridership by residents and visitors.

This project will encourage residents to travel to their destinations by walking or bicycling to the transit stops for access to the Fresno County Rural Transit Authority services.

The total grant award from FCTA was for \$270,000. This amount will fund the Preliminary Engineering (PE), environmental documents, and construction (CON). From this amount, \$24,000 was identified for PE. Attached is the Professional Services Agreement (PSA) with Gateway Engineering to complete this task. The construction will be bid out in the future.


Staff requests authorization for the City Manager to execute the PSA with Gateway Engineering with an amount not to exceed \$24,000.

<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).
\$24,000		
<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: TOD Fund Fund Balance: None		

RECOMMENDATION: Authorize City Manager to execute a Professional Service Agreement with Gateway Engineering to proceed with preliminary engineering on a Transit Oriented Development Grant Project.

/s/

Isaac Moreno, Assistant City Manager


Teresa Gallavan, City Manager

07/30/2020

Date

7-30-20
Date

CITY OF SELMA

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of February 5, 2020 ("Effective Date"), between the City of Selma, a municipal corporation ("City") and Gateway Engineering, Inc. ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

WHEREAS, City desires to engage Consultant to perform the services described herein, and Consultant desires to perform such services in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 31, 2020 unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

(a) Consultant shall perform the tasks ("Services") described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. ("Scope of Services"). Tasks other than those specifically described in the Scope of Services shall not be performed without prior written approval of the City. The Services shall be performed by Consultant, unless prior written approval is first obtained from the City. In the event of conflict or inconsistency between the terms of this Agreement and Exhibit A, the terms of this Agreement shall prevail.

(b) City shall have the right to request, in writing, changes to the Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

(c) Consultant shall perform all Services in a manner reasonably satisfactory to the City and in a first-class manner in conformance with the standards of quality normally observed by an entity providing Engineering Services, serving a municipal agency.

(d) Consultant shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement,

(e) Consultant represents that it has, or will secure at its own expense, all

licensed personnel required to perform the Services. All Services shall be performed by Consultant or under its supervision, and all personnel engaged in the Services shall be qualified and licensed to perform such services.

3. MANAGEMENT

City's City Manager shall represent the City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but shall have no authority to modify the Services or the compensation due to Consultant.

4. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Twenty-Four Thousand (\$24,000) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

(c) Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

5. SUSPENSION OR TERMINATION OF AGREEMENT

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination.. Upon termination of the Agreement pursuant to this Section, the Consultant shall submit an invoice to the City pursuant to Section 4 of this Agreement.

6. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to review such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, or otherwise disposed of by the City without the permission of the Consultant. In the event of termination or suspension, with the use of the documents and files, the City agrees to indemnify and hold harmless, to the fullest extent permitted by law, Gateway Engineering, Inc., its officers, directors, employees or subconsultants, against any and all damages, liabilities or costs, including reasonable attorneys' fees that may arise from use of the documents and files. With respect to computer files, Consultant shall make available to the City, at the Consultant's office, and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the services under this Agreement. All reports, documents, or other written material developed by Consultant in the performance of the Services pursuant to this Agreement, shall be and remain the property of the City. Drawings, designs, recommendations and reports not stamped and signed by a registered professional shall not be utilized for the intended use.

7. INDEMNIFICATION

(a) Indemnity for professional liability

When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or Subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

(b) DUTY TO DEFEND. In the event the City, its officers, employees, agents and/or volunteers are made a party to any action, claim, lawsuit, or other adversarial proceeding arising from negligence by the Consultant in the performance of the services encompassed by this Agreement, and upon demand by City, Consultant shall have an immediate duty to defend the City at Consultant's cost or at City's option, to reimburse the City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters.

Payment by City is not a condition precedent to enforcement of this indemnity. In the event of any dispute between Consultant and City, as to whether liability arises from the sole negligence of the City or its officers, employees, or agents, Consultant will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the City as solely negligent. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

8. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached hereto and incorporated herein by reference.

9. INDEPENDENT CONSULTANT

(a) Consultant is and shall at all times remain as to the City a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultants exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

10. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

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

With a Copy To: Neal E. Costanzo, City Attorney
Costanzo & Associates, PC
575 E. Locust Avenue, Suite 115
Fresno, CA 93720

To Consultant: Gateway Engineering Inc.
Attn: Daniel Bond, PE
405 Park Creek Drive
Clovis, CA 93611

11. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, without prior written consent of the City.

Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide City with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant which shall include an indemnity provision similar to the one provided herein and identifying City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

Notwithstanding Consultant's use of any subconsultant, Consultant shall be responsible to the City for the performance of its subconsultant as it would be if Consultant had performed the Services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the City and any subconsultant employed by Consultant. Consultant shall be solely responsible for payments to any subconsultants. Consultant shall indemnify, defend and hold harmless the Indemnified Parties for any claims arising from, or related to, the services performed by a subconsultant under this Agreement.

12. GOVERNING LAW/ATTORNEYS' FEES

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court in Fresno County, California. If any action at law or suit in equity is brought to enforce or interpret the provisions of this Agreement, or arising out of or relating to the Services provided by Consultant under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all related costs, including costs of expert witnesses and consultants, as well as costs on appeal, in addition to any other relief to which it may be entitled.

13. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

14. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

15. COUNTERPARTS

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

16. CAPTIONS

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

17. WAIVER

The waiver by City or Consultant of any breach of any term, covenant or condition

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

18. REMEDIES

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

19. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

"CITY"
City of Selma

"CONSULTANT"
Gateway Engineering, Inc.

By: _____
Teresa Gallavan, City Manager

By: _____
Daniel Bond, PE, President

Attest:

By: _____
Reyna Rivera, City Clerk

Approved as to form:

By: _____
Neal E. Costanzo, City Attorney

Attachments:	Exhibit A	Scope of Services
	Exhibit B	Rate Schedule
	Exhibit C	Insurance Requirements

EXHIBIT A

SCOPE OF SERVICES

Project: Transit Oriented Development (TOD) Project (Selma Downtown & Civic Center Transit-Orientated Improvements)

Assumptions

The proposed project includes design for construction of concrete improvements including sidewalks, curb ramps and concrete flatwork for the bus shelter.

The Contractor will be responsible for Dust Control and Storm Water Pollution Prevention Plans if required.

Scope of Services

Perform topographic and right-of-way survey as needed for the proposed scope of services.
Prepare plans and specifications for bid.

Exclusions

The following are specifically excluded from our scope of services:

- Geotechnical investigation and report
- Storm Water Pollution Prevention Plan
- Dust control plan
- Bidding performed with City Engineering services
- Construction engineering services will be performed as part of Gateway's time onsite as part of our City Engineering Contract.
- Day to day construction inspection

EXHIBIT B
RATE SCHEDULE

Fee Proposal

Gateway Engineering, Inc. proposes to perform the above referenced scope of services for the not to exceed lump sum fee of \$24,000.

We will invoice monthly based upon as estimated percentage of completion. Please do not hesitate to contact me if you have any questions or if additional information is required for your review.

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of City, and prior to commencement of the Services, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to the City.

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$2,000,000.00 per occurrence, \$4,000,000.00 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$2,000,000.00 combined single limit for each accident.

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$2,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000.00).

Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees and volunteers.

Proof of insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant, or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

City's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.

Timely notice of claims. Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

**SELMA DOWNTOWN AND CIVIC CENTER
TRANSIT ORIENTED IMPROVEMENTS**



Legend

Vicinity Map

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

August 3, 2020

ITEM NO: 1.c.

SUBJECT: Consideration of Request from California Water Service for support regarding a proposed decision at the California Public Utilities Commission that would end decoupling

RECOMMENDATION: Consider the request and direct staff on issuance of the proposed letter.

DISCUSSION: The City Manager's Office received a request from California Water Service requesting Council support on the proposed decision at the California Public Utilities Commission that would end decoupling.

Attached for Council consideration is the request, short summary, and a proposed letter.

RECOMMENDATION: Consider the request and direct staff on issuance of the proposed letter.

/s/ _____
Teresa Gallavan, City Manager

07/30/2020

Date

Subject: FW: Seeking Selma's support

From: McCusker, Kevin <kmccusker@calwater.com>
Sent: Wednesday, July 22, 2020 4:28 PM
To: Teresa Gallavan <TeresaG@cityofselma.com>
Cc: Johnson, Stephen <SteJohnson@calwater.com>
Subject: Seeking Selma's support

Teresa,

Cal Water is seeking support on an issue regarding a proposed decision at the California Public Utilities Commission that would end decoupling.

The result will be higher water bills for most customers and an undoing of the progress made in water conservation.

Normally, we would be happy to present this to the City Council. We are always happy to follow that process.

However, we are under a bit of a time crunch on this one. We are seeking to submit a 'NASCAR' letter to the CPUC next week.

Is there any mechanism for getting Selma onboard for this? I am happy to discuss it with any and all.

Attached you will find our fact sheet as well as the letter. Here is our website with a list of the early additions to the coalition: <https://stopwaterwasteandhigherbills.com/coalition/>.

We will have a lot more on that coalition page between now and Monday.

Cal Water would love to have Selma's support on this.

This e-mail and any of its attachments may contain California Water Service Group proprietary information and is confidential. This e-mail is intended solely for the use of the individual or entity to which it is addressed. If you are not the intended recipient of this e-mail, please notify the sender immediately by replying to this e-mail and then deleting it from your system.

Kevin McCusker

Manager of Community Affairs

CALIFORNIA WATER SERVICE

559-786-5203



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CA Public Utilities Commission Proposal Would *Thwart* Water Conservation and *Increase* rates for Millions

Too Risky, Too Flawed to Rush this Critical Decision in a Few Weeks

A well-intentioned but unsound proposal by the California Public Utilities Commission (CPUC) would implement complicated and deeply flawed changes to the way water rates are calculated for millions of residents served by four water providers in the state. This rushed proposal – which was introduced on July 6th and could be voted on as early as August 6th -- would backtrack on our state's water conservation progress and increase water rates for millions.

California is a proud leader in conservation, sustainability, and climate change mitigation and adaption efforts and this proposal flies in the face of those important objectives and the CPUC's own Water Action Plan. Given the high stakes, yet rushed nature of this proposal, a broad coalition of environmental and low-income organizations, consumers groups, and water conservation experts is urging the CPUC to more thoroughly examine this complex issue in a separate proceeding that allows time to work out the significant deficiencies in this proposal. Here's why:

Proposal would incentivize water providers to generate revenue by selling more water, rather than reward water conservation efforts - jeopardizing already scarce water supplies and hurting our environment.

- Since 2008, four of California's largest water providers -- California Water Service, California American Water, Golden State Water Company, and Liberty Utilities (serving about 4 million Californians) – have been financially incentivized by the CPUC's conservation rate structure to operate their system as safe and efficiently as possible while *reducing* overall water usage.
- The conservation rate structure is helping to achieve significant water savings:
 - From 2008-2018, these water providers and their customers reduced water use by 13% more than those without the conservation rate structure.
 - To make a truly accurate comparison, it is important to look at the years before California's historic drought (2008-2014) because, during the drought, all the providers were under state-imposed water-use restrictions and temporarily allowed to use conservation rate structures to help them meet the requirements. Before and after the drought, only the four larger water providers had conservation rate structures that incentivize reduced water usage.
 - In the period before the drought, water providers with the conservation rate structure achieved **29% more water savings** than providers that did not have the conservation rate

structure. This difference in conservation amounts to about 7.9 billion gallons of water, enough to meet the needs of approximately 90,000 homes in California for an entire year.

- The perverse incentive created by the proposal would undermine water conservation efforts at a time when California continues to grapple with more severe and prolonged droughts associated with climate change.

Proposal will result in higher water bills for millions of residents, including those least able to pay.

- While the CPUC is motivated by a well-meaning desire to protect low-income customers from higher water bills, this new proposal would have the opposite effect and lead to rate increases on everyone *except the people who use the most water*. Because the proposal would result in the flattening of rate tiers where rates become more uniform, one provider estimates that shifting to the non-conservation rate structure could:
 - Increase monthly bills by an average of 7.7% for everyone except the top 25% of water users.
 - Increase monthly bills by 10 – 20% for the bottom quarter of water users who are enrolled in the Low-Income Ratepayer Assistance program--the households that are the most vulnerable to substantial rate increases.

Proposal is based on faulty analysis from a limited set of data.

- The data cited in the proposal compares the conservation results of mostly smaller water providers that continue to base their revenue on water sales to the conservation progress of those who don't, and concludes that the same results can be achieved with either rate structure. **However, this analysis is completely inaccurate:**
 - The analysis mistakenly assumes water use reductions achieved during the last drought can be replicated in non-emergencies. It overlooks the years leading up to the drought when the water providers with conservation rate structures achieved substantially more conservation than those without conservation rate structures.
 - Why did all the suppliers have similar results during the drought? In part, because, during the drought, the state imposed mandatory conservation requirements and the CPUC temporarily allowed all of them to use conservation rate structures similar those the proposal seeks to eliminate.
 - The one supplier that did not implement a conservation rate structure was the only one that failed to comply with California's conservation mandate.

The Potential Consequences of This Proposal Are Too Significant to Be Rushed.

- CPUC commissioners should not vote on this proposal before hearing from affected stakeholders and having the opportunity to review a more comprehensive conservation and rate impact analysis between water providers who base revenues on sales versus those who base them on efficiency and conservation. We respectfully request that the issue of the conservation rate structure be placed into its own separate CPUC proceed so a complete, accurate, and thoughtful analysis of the matter may be conducted.

Too Risky, Too Flawed to Rush

July, 2020

California Public Utilities Commission

505 Van Ness Avenue
San Francisco, CA 94102

RE: Potential Consequences of July 6th Proposed Decision on Water Conservation and Affordability - Rulemaking 17-06-024

Dear Commissioners,

We appreciate your ongoing commitment to sustainability and climate change mitigation adaption efforts. Incentivizing water conservation and keeping customer rates as affordable as possible is critical given the significant infrastructure investments needed in coming years to ensure continued access to reliable, safe drinking water.

We are concerned that a July 6th Proposed Decision (PD) would achieve the exact opposite of its intent by undermining our state's water conservation progress and increasing water rates for millions – including those least able to pay. Given the significant stakes, we hope you consider delaying near term action on this PD to allow sufficient time to thoroughly examine this complex issue in a separate proceeding.

The PD would require four of the largest water providers in the state to replace a rate structure that currently incentivizes efficient operations and reducing overall water usage with one that incentivizes them to sell more water. The conservation rate structure has been working. From 2008-2018 it helped these water providers and their customers reduce water use by 14% more than those without the conservation rate structure. The comparison is even more stark when analyzing data from 2008-2014, the period leading up to California's historic drought. During that time, providers with the conservation rate structure achieved 28% more water savings than providers that did not have the conservation rate structure. Controlling for the drought period (2015-2017) is critical because, during that time, all the providers were under state-imposed water-use restrictions and the CPUC temporarily allowed the suppliers to use conservation rate structures similar to those the PD seeks to eliminate.

This PD would undermine water conservation efforts at a time when California continues to grapple with more severe and prolonged droughts associated with climate change.

While the PD is motivated by a well-meaning desire to protect low-income customers from higher water bills, it would have the opposite effect and lead to rate increases on everyone except those who use the most water. As you are aware, cost-effective water conservation is the least expensive source of water since less water used results in lower costs. Because the PD would result in the flattening of rate tiers where rates become more uniform, it is estimated to:

- Increase monthly bills by an average of 7.7% for everyone except the top 25% of water users.

- Increase monthly bills by 10 – 20% for the bottom quarter of water users who are enrolled in the Low-Income Ratepayer Assistance program--the households that are the most vulnerable to substantial rate increases.

The potential consequences on water conservation and affordability are too significant to be rushed.

We urge you to not vote on this proposal until you have had the opportunity to review a more comprehensive conservation and rate impact analysis between water providers who base revenues on sales versus those who base them on efficiency and conservation.

Sincerely,



Decoupling, Water Conservation, & Affordability

Aug. 3, 2020

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Overview of Cal Water



- Largest water utility regulated by the CPUC
- Second largest water utility in California
- Serve approximately 2 million Californians

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2

Cal Water's Approach to Rates



Affordability

**Safe Drinking Water &
Reliable Infrastructure**

**Water Conservation
& Sustainability**

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3

Concerns with the Proposal to Eliminate Decoupling



There are very legitimate questions and concerns regarding decoupling that need to be addressed, not the least of which is how utilities communicate about rates to customers. Eliminating decoupling, though, is not the best alternative and is likely to:

- Hurt water conservation efforts by rewarding customers who use the most water, driving up medium- and long-term costs.
- Increase monthly water bills for the vast majority of customers and sharply increase them for customers enrolled in LIRA who use the least amount of water.

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4

What Role Is Decoupling Meant to Play in Support of Water Conservation?



Consequently, utilities and their regulators are increasingly looking to a rate mechanism known as "decoupling" to remove the disincentive for utilities to cut energy use . . . [D]ecoupling elevates efficiency up the ladder of utility priorities . . . Rate mechanisms – such as decoupling – are more critical than ever to square utility interests with state and federal energy and environmental policies . . .



While there are short-term revenue impacts to consider, water efficiency keeps costs down for the utility and the ratepayer in the long-term. Efficiency helps to reduce or even eliminate the need for additional infrastructure and treatment capacity to meet growing demand and helps to keep rates lower than they might otherwise be if conservation were not undertaken.





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5

What Role Does Cal Water Play in Promoting Water Conservation?



From 2010 – 2019, Cal Water’s conservation initiatives included:

- 
 - More than 92,000 high-efficiency toilets
 - More than 47,000 were installed as part of the Bathroom Fixture Replacement Program
 - More than 21,000 were delivered directly to customers
- 
 - More than 4,900 smart irrigation controllers
 - More than 4,300 were purchased by customers who were then provided a rebate
 - More than 500 were installed as part of the Smart Irrigation Controller Direct Installation Program, which was launched in 2019
- 
 - More than 21,000 rebates for high-efficiency clothes washers
- 
 - More than 410,000 high-efficiency sprinkler nozzles and 165,000 spray bodies with pressure regulation
- 
 - More than 36,000 conservation kits with high-efficiency plumbing fixtures

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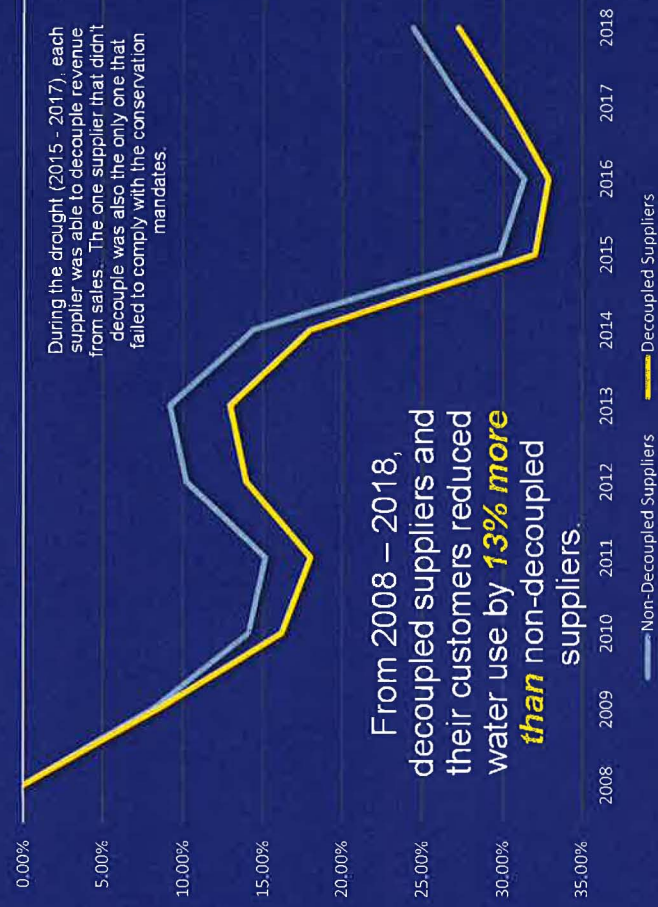
6

Have Decoupled Suppliers Achieved More Significant Water Conservation?



- Decoupled suppliers have consistently maintained **greater cumulative reductions** in water use than those that are not decoupled.
- Prior to the drought, decoupled suppliers achieved **29% more water savings** than non-decoupled suppliers.

Cumulative Reduction in Water Use per Customer



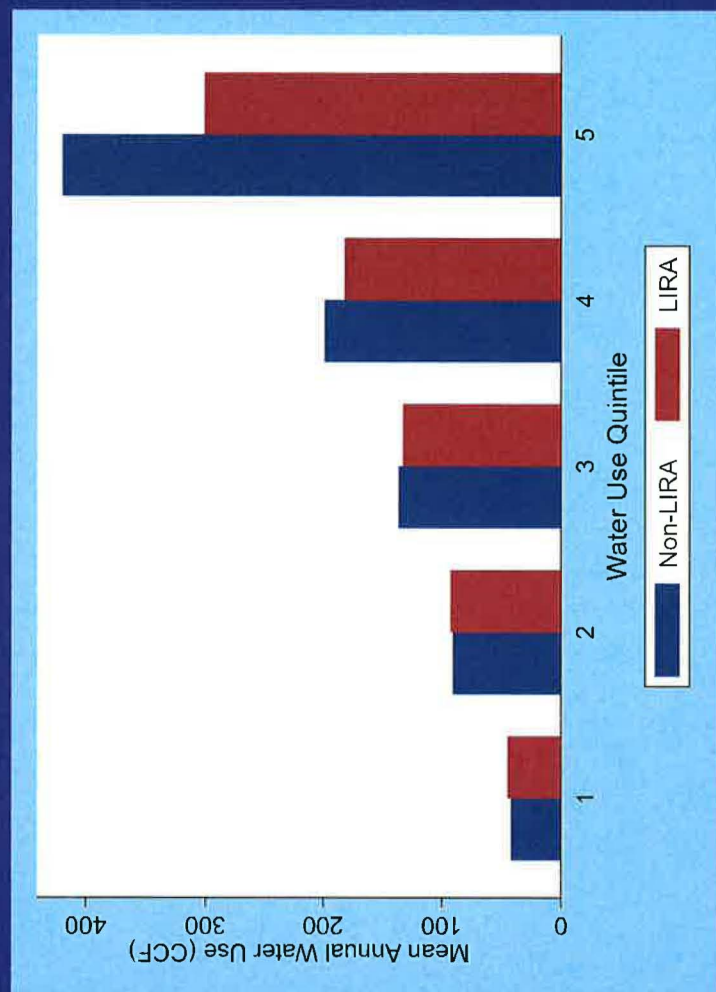
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Can LIRA Customers Benefit from Additional Water Conservation?



Customer-level monthly billing data from 2011 – 2019:

- Median annual water use for LIRA and Non-LIRA customers was about the same: 132 versus 135 Ccf.
- Mean annual water use for LIRA customers was about 15% lower than for Non-LIRA customers: 150 versus 177 Ccf.



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Do Customers Financially Benefit from Conservation?



- A preliminary analysis of Cal Water data confirms that water conservation efforts result in real reductions in operating costs, resulting in **lower monthly bills for customers**.
- A growing body of research concludes that **conservation reduces customer bills**, including reductions of 27% for LADWP customers and 47% in Westminster, Colorado.

Estimated Economic Benefit of Water Efficiency from 2010 - 2019

Service Area	Avoided Cost	Customer Bill Reduction
Bakersfield	\$25.9 million	3.2%
Chico	\$8.6 million	3.4%
Selma	\$3.5 million	6.0%
East Los Angeles	\$88.9 million	19.9%
South San Francisco	\$41.3 million	15.0%

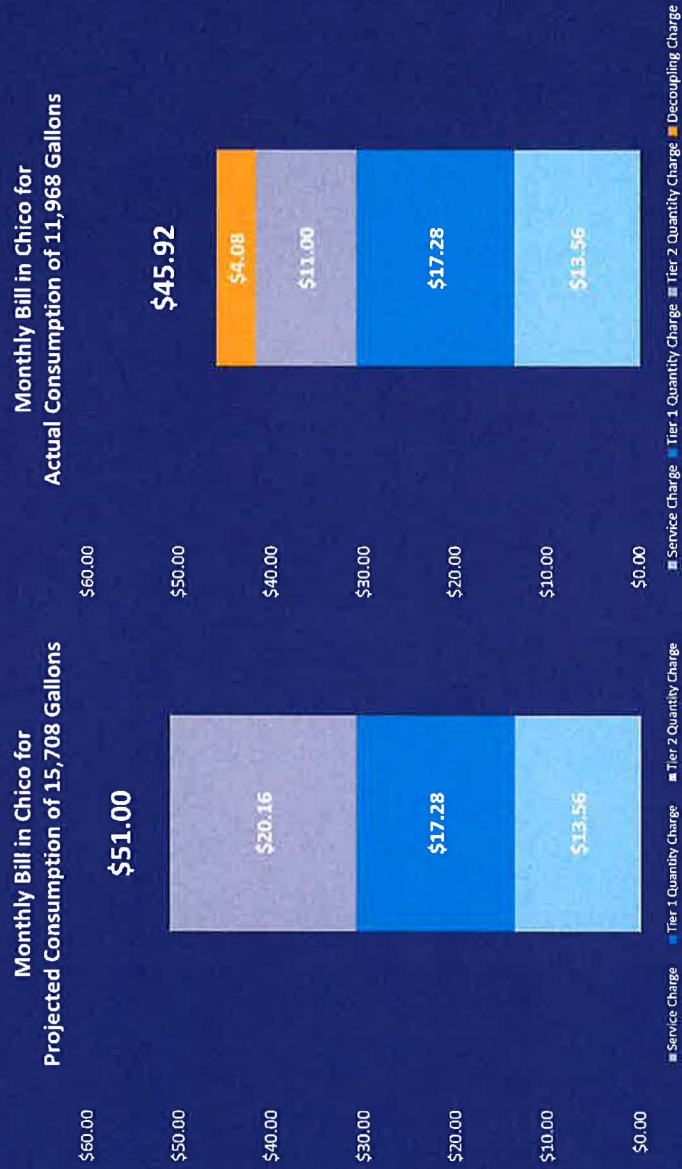
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9

Do Bills Decrease when Customers Reduce Water Consumption?



Even when temporary charges are implemented to true up the difference between projected and actual sales, customers who conserve **see *their monthly bills decrease.***



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Would Ending Decoupling & Moving to M-WRAMs Improve Sales Forecasts?



Supplier Type	Absolute % Forecast Error			Mean Absolute % Error
	2014	2015	2016	
Decoupled	0 – 5%	1 – 25%	0 – 25%	7 – 17%
Non-Decoupled	0 – 5%	14 – 30%	14 – 21%	10 – 18%

- Non-decoupled suppliers have not experienced significantly better sales forecasts than decoupled suppliers.
- Forecasts between 2014 and 2016 – when sales diverged the most – were almost **equally inaccurate** for decoupled and non-decoupled suppliers.

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11

How Much Do WRAM Surcharges Impact Customer Bills?



Customer-level monthly billing
data from 2019:

- Median monthly decoupling charge for single-family residential customers was **\$2.47**.
- Median total monthly bill for all single-family residential customers was **\$53.58**.



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12

Do the Rate Structures of Decoupled & Non-Decoupled Suppliers Differ?



- The residential rate structures of the decoupled suppliers recover more of their revenues through commodity rates, thereby providing a **more significant conservation incentive**.
- Non-decoupled suppliers recover more of their revenues through fixed service charges, reducing potential revenue variability, as well as the conservation incentive.

Allocation of Revenue Requirement

(Unweighted Average)

Supplier Type	Quantity Charge	Service Charge
Decoupled	75%	25%
Non-Decoupled	68%	32%

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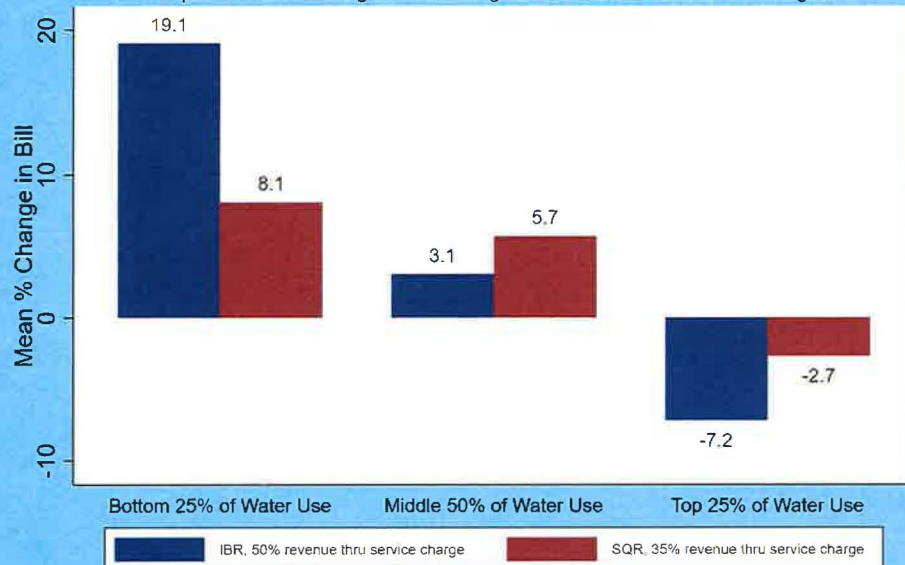
13

Would Moving to M-WRAMs Improve Affordability?



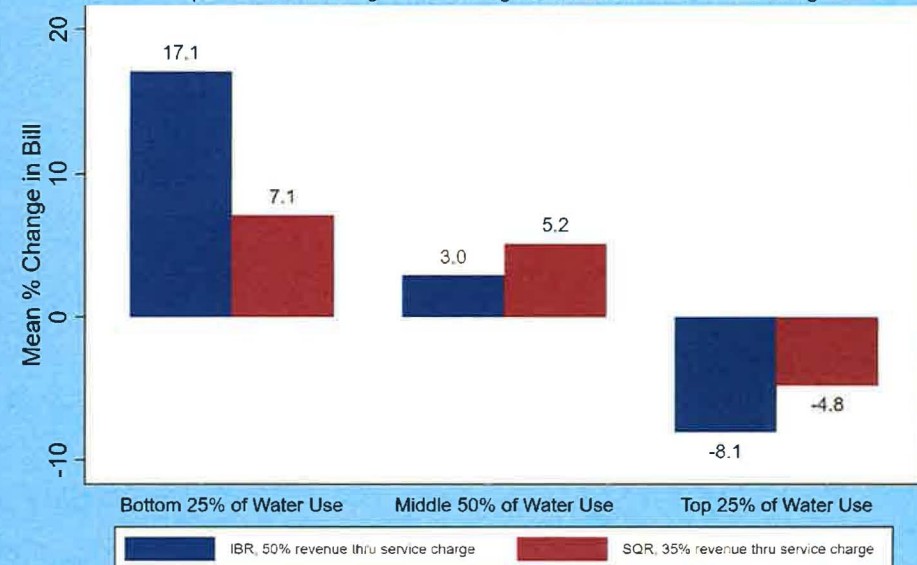
Bill Impacts by Water Use Level -- LIRA Customers Only

Impact of Tier Flattening and Increasing Revenue from Fixed Service Charges



Bill Impacts by Water Use Level -- All Customers

Impact of Tier Flattening and Increasing Revenue from Fixed Service Charges



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14

Can the Challenges of Decoupling be Addressed without Losing its Benefits?



There are a number of alternatives to eliminating decoupling that could address its shortcomings without sacrificing its benefits. These types of alternatives should be analyzed before backtracking on such an important tool.

- Including decoupling charges and credits in base rates so that the customers with the lowest water use benefit the most.
- Excluding the lowest tier of consumption from decoupling charges.
- Excluding LIRA customers from decoupling charges.
- Pre-approval of specified drought / water shortage contingency rate methodologies.

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15

CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
75447-75511			WASTED CHECKS			
75512	07/17/2020	Printed	AIRGAS USA LLC	OXYGEN CYLINDER RENTAL		150.84
75513-75516	07/17/2020	Printed	ARAMARK UNIFORM	UNIFORMS/TOWELS/FIRST AID KITS 6/4-6/25/20		1,562.70
75517	07/17/2020	Printed	AT&T	TELEPHONE 6/1-6/30/20		192.50
75518	07/17/2020	Printed	AT&T	TELEPHONE 6/4-7/3/20		1,438.49
75519	07/17/2020	Printed	AT&T	TELEPHONE 6/4-7/3/20		152.18
75520	07/17/2020	Printed	AT&T	TELEPHONE 6/4-7/3/20		117.06
75521	07/17/2020	Printed	AT&T MOBILITY	TELEPHONE -MDT'S 6/1-6/30/20		438.51
75522	07/17/2020	Printed	AT&T MOBILITY	TELEPHONE -MDT'S 5/12-6/11/20		1,577.22
75523	07/17/2020	Printed	BENNY BACA / COOL AIR SPECIALTY	SUMMER PM SERVICE-ALL FACILITIES		3,475.00
75524	07/17/2020	Printed	PEGGY BENNETT	SENIOR TRIP REIMBURSEMENT		215.00
75525	07/17/2020	Printed	BOARD OF EQUALIZATION	OUT OF STATE USE TAX 7/1/19-6/30/20		243.00
75526	07/17/2020	Printed	JAY WESLEY BROCK / TOP DOG TRAINING	K9 MAINTENANCE TRAINING 7/6/20		270.00
75527	07/17/2020	Printed	CALIFORNIA WATER SERVICE	WATER SERVICE -JUNE 2020		20,991.50
75528	07/17/2020	Printed	LACIE CATES	BASIC DISPATCH COURSE PER DIEM 7/27-8/14/20	R	165.00
75529	07/17/2020	Printed	CDCE INCORPORATED	MDT MONTHLY LEASE -PD		1,555.00
75530	07/17/2020	Printed	CENTRAL VALLEY GUNS	EQUIPMENT FOR ACT OFFICER		2,924.98
75531	07/17/2020	Printed	CENTRAL VALLEY TOXICOLOGY INC.	DRUG TESTING CS#20-1099		193.00
75532	07/17/2020	Printed	COMCAST	INTERNET SERVICE -JULY 2020		821.45
75533	07/17/2020	Printed	COMCAST	PD TO FCSSO -JULY 2020		710.76
75534	07/17/2020	Printed	COOK'S COMMUNICATION CORP	RADIO ANTENNA		96.10
75535	07/17/2020	Printed	CORELOGIC SOLUTIONS LLC	REALQUEST SERVICES -JUNE 2020		481.25
75536	07/17/2020	Printed	COUNTY OF FRESNO	RMS/JMS/CAD ACCESS FEES-MAY & JUN 20		989.68
75537	07/17/2020	Printed	COUNTY OF FRESNO TREASURER	GIS TELECOMMUNICATION CHARGES-APR 20		72.98
75538	07/17/2020	Printed	CPCA	MEMBERSHIP RENEWAL		440.00
75539	07/17/2020	Printed	DATAPATH LLC	NETCARE & ON SITE SUPPORT-JULY 20 & VEEAM BASIC MAINT RENEWAL		13,702.00
75540	07/17/2020	Printed	PAUL DEMMERS	GYM MEMBERSHIP REIMBURSEMENT		119.88
75541	07/17/2020	Printed	DEPARTMENT OF HEALTH CARE SERV	GEMT OVERPAYMENT REFUND STALE DATED CHECK RE-ISSUE		43,058.42
75542	07/17/2020	Printed	DEPARTMENT OF JUSTICE	FINGERPRINTS & BLOOD ALCOHOL ANALYSIS-JUNE 20		224.00
75543	07/17/2020	Printed	DON BERRY CONSTRUCTION INC.	E FLORAL AVE PROG PAY#1	G	945,566.72
75544	07/17/2020	Printed	EC LINK	2020/2021 EC LINK RENEWAL		3,646.00
75545	07/17/2020	Printed	ENERSPECT MEDICAL SOLUTIONS,	REPL & INSTALL BAD OEM & NIBP COUPLER, PM CALIBRATION & FUNCTIONAL TEST -FD		1,510.66
75546	07/17/2020	Printed	RYAN EYMIL	BASIC DISPATCH COURSE PER DIEM 7/27-8/14/20	R	165.00
75547	07/17/2020	Printed	FAITH TABERNACLE CHURCH	REFUND FIREWORK DEPOSIT		50.00
75548	07/17/2020	Printed	FIRE APPARATUS SOLUTIONS	SALES TAX FOR FORD F-550 CREW - STALE DATED CHECK RE-ISSUE		15,678.75
75549	07/17/2020	Printed	FRANCHISE TAX BOARD	CS#550680107		221.00
75550	07/17/2020	Printed	SANDRA GADBERRY	PERSONNEL COMMISSION HEARING 6/23-6/26/20		2,000.00
75551	07/17/2020	Printed	GAR BENNETT LLC	LANDSCAPING SUPPLIES -LLMD2		4.04
75552	07/17/2020	Printed	GCS ENVIRONMENTAL EQUIPMENT	WRIST PIN & HOSE UNIT# 1315 & UNIT#1318		461.28
75553	07/17/2020	Printed	GRACE FREEWILL BAPTIST YOUTH	REFUND FIREWORK DEPOSIT		50.00
75554	07/17/2020	Printed	JASON GRAY	GYM & EMT RECERT REIMBURSEMENT		202.00
75555	07/17/2020	Printed	GRID ALTERNATIVES	BUSINESS LIC OVERPAYMENT REIMB - STALE DATED CHECK RE-ISSUE		55.00
75556	07/17/2020	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 6/24/20		2,411.40
75557	07/17/2020	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 7/1/20		3,390.00
75558	07/17/2020	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 7/8/20		1,439.10
75559	07/17/2020	Printed	HEALTHWISE SERVICES, LLC.	MEDICAL WASTE SERVICES -CH & PD		300.00
75560	07/17/2020	Printed	HENRY SCHEIN INC.	MEDICAL SUPPLIES		2,362.26

CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
75561	07/17/2020	Printed	ALISHA HERNANDEZ	PIONEER VILLAGE REIMBURSEMENT		415.00
75562	07/17/2020	Printed	RAUL R HERRERA JR / ECN POLYGRAPH & INVESTIGATIONS	POLYGRAPH SERVICES 6/9-6/24/20		800.00
75563	07/17/2020	Printed	JUSTIN HILL	GROUND LADDER TESTING		921.35
75564	07/17/2020	Printed	JOHN GARI HOSTETLER	POLICE ACADEMY CADET MONTHLY STIPEND -JULY 20		500.00
75565	07/17/2020	Printed	JAMES W INGRAM / INGRAM DIGITAL ELECTRONICS	SIGNAL LIGHT CONTROLLER REPAIR 2ND, MILL, HIGH, MCCALL		663.00
75566	07/17/2020	Printed	J'S COMMUNICATION INC.	VHF HELICAL ANTENNA, REPAIRS TO POLICE RADIO TOWER, SERV AGREEMENT 7/1-7/31/20		1,847.09
75567	07/17/2020	Printed	KINGS INDUSTRIAL OCCUPATION	PRE-EMPLOYMENT PHYSICAL-PD		603.00
75568	07/17/2020	Printed	KINGSBURG VETERINARY CLINIC	K9 WELLNESS EXAM & VACCINATION	R	18.00
75569	07/17/2020	Printed	KRAZAN & ASSOCIATES, INC.	CONSTRUCTION/LAB TESTING FLORAL AVE IMPROVEMENT & NEW POLICE STATION CONSTRUCTION	G & PDSA	14,135.00
75570	07/17/2020	Printed	TIM J LAW / LAW & ASSOCIATES INVESTIGATORS	LAW ENFORCEMENT BACKGROUND		700.00
75571	07/17/2020	Printed	LEXIPOL LLC	LE MANAGEMENT SERVICES		11,085.00
75572	07/17/2020	Printed	LIEBERT, CASSIDY, WHITMORE	LEGAL FEES -MAY 2020		15,412.00
75573	07/17/2020	Printed	LIFE-ASSIST INC.	MEDICAL SUPPLIES		386.80
75574	07/17/2020	Printed	KYLE MCGUIRE	PHLEBOTOMY SERVICE 20-2754		100.00
75575	07/17/2020	Printed	METRO UNIFORM	POLICE REVOLVING ACCT	R	127.66
75576	07/17/2020	Printed	MMJ SOLUTIONS, INC.	WORKPLACE INVESTIGATION 5/5-6/24/20		2,580.53
75577	07/17/2020	Printed	NHA ADVISORS LLC	2019-20 GENERAL CONSULTING & 2020 CONTINUING DISCLOSURE COMPLIANCE		8,250.00
75578	07/17/2020	Printed	ODELL PLANNING & RESEARCH, INC	SELMA GROVE EIR ADDENDUM PLANNING SERVICES	R	6,349.85
75579	07/17/2020	Printed	OFFICE DEPOT, INC.	OFFICE SUPPLIES		687.10
75580	07/17/2020	Printed	PUBLIC AGENCY RISK	PUBLIC ENTITY MEMBERSHIP 20/21		150.00
75581	07/17/2020	Printed	GERALD REESER	REIMB FOR WILDLAND DRIVER OPERATOR CLASS		36.00
75582	07/17/2020	Printed	ELMO JOHN ROSSOTTI	FABRICATE AIR HOSE REEL STAND FOR SHOP		300.00
75583	07/17/2020	Printed	SAN JOAQUIN VALLEY AIR	20/21 ANNUAL PERMIT -PD GENERATOR		290.00
75584	07/17/2020	Printed	SELMA DISTRICT CHAMBER OF	1ST QTR DUES FY 20/21		3,800.00
75585	07/17/2020	Printed	SELMA F.F.A. AG BOOSTERS	REFUND FIREWORK DEPOSIT		50.00
75586	07/17/2020	Printed	SELMA HIGH SCHOOL ASB	REFUND FIREWORK DEPOSIT		50.00
75587	07/17/2020	Printed	SELMA NAZARENE CHURCH	REFUND FIREWORK DEPOSIT		50.00
75588	07/17/2020	Printed	SELMA TAKEDOWN BOOSTERS	REFUND FIREWORK DEPOSIT		50.00
75589	07/17/2020	Printed	SELMA UNIFIED SCHOOL DISTRICT	FUEL -MAY 2020		12,936.13
75590	07/17/2020	Printed	SPARKLETTTS	WATER SERVICE		135.56
75591	07/17/2020	Printed	STATEWIDE TRAFFIC SAFETY AND	PALLET GLASS BEADS & WHITE PAINT - STREETS		3,337.64
75592	07/17/2020	Printed	STERICYCLE, INC.	STERI-SAFE OSHA COMPLIANCE		172.61
75593	07/17/2020	Printed	T-MOBILE USA, INC.	LAW ENFORCEMENT PING		100.00
75594	07/17/2020	Printed	TEAM SELMA WRESTLING	REFUND FIREWORK DEPOSIT		50.00
75595	07/17/2020	Printed	THE MEETING PLACE	REFUND FIREWORK DEPOSIT		50.00
75596	07/17/2020	Printed	TIFCO INDUSTRIES, INC.	SAFETY SIGNS FOR YARD/SHOP		1,392.54
75597	07/17/2020	Printed	TOWNSEND PUBLIC AFFAIRS, INC.	CONSULTING FEES -JULY 2020		3,500.00
75598	07/17/2020	Printed	U.S. BANK EQUIPMENT FINANCE	COPY MACHINE LEASES -JULY 20		2,151.67
75599	07/17/2020	Printed	UNITY IT	MDT MANAGED SERVICES -MAY 20		2,495.50
75600	07/17/2020	Printed	VALLEY SHREDDING LLC	DOCUMENT DESTRUCTION SERVICE		100.00
75601	07/17/2020	Printed	VANIR CONSTRUCTION	POLICE DEPT CONSTRUCTION 6/1- 6/30/20	PDSA	30,983.25
TOTAL						1,203,653.99

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

CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
SUCCESSOR AGENCY						
118	07/16/2020	Printed	USDA RURAL DEVELOPMENT	USDA DEVELOPMENT LOAN		136,933.96
119	07/16/2020	Printed	U.S. BANK ST PAUL	SELMA REDEVELOPMENT BOND		364,668.75
TOTAL						501,602.71

1.d.

PAYROLL TRANSACTIONS

CHECK REGISTER

Date	Check No.	Amount
7/24/2020	116171-116178	\$3,839.24

Remittance Checks

Date	Check No.	Amount
7/24/2020	116179-116191	\$26,013.12

ACH Payment

Date	Description	Amount
7/24/2020	PR JULY 24 20	\$197,258.20

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

August 3, 2020

ITEM NO: 2.

SUBJECT: Authorization of City Manager to execute an Emergency Executive Order temporarily allowing outdoor business operations within the City of Selma on private and public spaces

RECOMMENDATION: Staff recommends approval of authorization to execute the Emergency Executive Order to allow outdoor business operations for Selma businesses.

BACKGROUND: The City of Selma generally does not allow outdoor operations for businesses. This is temporarily suspended to allow for continued economic activity in the wake of the state order to halt indoor business operations for several sectors of the economy.

DISCUSSION: As the nation continues to face a financial crisis along with the pandemic, allowing businesses to operate outdoors and in public spaces should allow the community of Selma to maintain some economic activity. A complete closure of business is harmful to the long term sustainability of the local economy and the livelihoods of Selma residents. This temporary allowance will provide for a safe alternative to normal indoor business activities. The State order for high-risk businesses such as barbers and hair salons, and gym and fitness facilities to close indoor operations is in response to the continued growth of COVID-19 Cases. This proclamation allows for outdoor operation of businesses as recommended by the state and in accordance with the industry guides and other governing requirements from licensing and government agencies.

RECOMMENDATION: Staff recommends approval of authorization to execute the Emergency Executive Order to allow outdoor business operations for Selma businesses.

/s/
Tracy Tosta, Economic Development Analyst

07/30/2020
Date

/s/
Teresa Gallavan, City Manager

07/30/2020
Date

ATTACHMENTS:

1. **Emergency Executive Order # 20-3**
2. **Form *Public Space Use Notice for COVID-19 Affected Businesses* and the incorporated *Waiver of Liability***

**CITY OF SELMA
EMERGENCY SERVICES DIRECTOR EXECUTIVE ORDER 20-3**

AN EXECUTIVE ORDER OF THE EMERGENCY SERVICES DIRECTOR OF THE CITY OF SELMA, CALIFORNIA, TEMPORARILY SUSPENDING CITY REGULATIONS THAT WOULD PROHIBIT OUTDOOR OPERATION OF CITY BUSINESSES

WHEREAS, section 2-4-5 and 2-4-6 of the Selma Municipal Code empowers the Director of Emergency Services, in the event of the proclamation of a "State of Emergency" by the Governor of California, or a local emergency by the City Council, to make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency; provided, however, such rules and regulations must be confirmed at the earliest practicable time by the City Council; and

WHEREAS, the President of the United States has declared a State of National Emergency related to the spread of the COVID-19 virus and the Governor has proclaimed a State of Emergency for the State of California and issued Executive Orders directing measures to mitigate the spread of cases of COVID-19 within the State of California; and

WHEREAS, the City Council of the City of Selma adopted Resolution No. 2020-14R, declaring a local emergency related to the COVID-19 virus on March 16, 2020; and

WHEREAS, the closure of businesses due to COVID-19 has resulted in severe economic hardship for many business in Selma; and

WHEREAS, on July 13, 2020, the California Department of Public Health ordered the closure of indoor operations for certain types of businesses, including but not limited to: gyms and fitness centers; places of worship; protests; offices for non-essential critical infrastructure sectors; personal care services (including nail salons, massage parlors, and tattoo parlors); hair salons and barbershops; and malls. The order allows certain businesses to operate outdoors if they follow industry-specific State guidance, including the use of face coverings and social distancing; and

WHEREAS, the list of businesses ordered to halt in-door service may expand at any time and this Order is intended to cover those businesses as well; and

WHEREAS, the Director of Emergency Services has determined that there is a need to take temporary measures to ensure that no City of Selma regulations prevent businesses within the City from operating outdoors, provided outdoor operation of those businesses is in compliance with any and all federal, state, or county laws, regulations, license requirements, and health directives, including social distancing requirements, and provided outdoor operation of those businesses is in compliance with the requirements of this Executive Order and State industry guides.

NOW, THEREFORE, BE IT PROCLAIMED by the Director of Emergency Services of the City of Selma that:

SECTION 1. The above recitals are true and correct. Emergency measures are necessary to protect the health, safety, and wellbeing of the citizens of Selma from the effects of the COVID-19 pandemic.

SECTION 2. Notwithstanding any provision of the Selma Municipal Code, all businesses operating in the City, including non-profits and other organizations (collectively, "Businesses"), are temporarily permitted to operate outdoors, if restrictions for indoor operations have been implemented upon them, and are subject to compliance with the following requirements:

- (a) Businesses shall comply with all State and County health orders, State executive orders, State and County laws, State and County regulations, and all industry-specific State guidance, including the use of face coverings and social distancing. Businesses are not permitted to operate outdoors if doing so would violate any State or County health order, State executive order, State or County law, State or County regulation, or any industry-specific State guidance.
- (b) Businesses shall comply with the requirements of all industry-specific licensing and permitting authorities. Businesses are not permitted to operate outdoors if doing so would violate any industry-specific license or permit held by the Business.
- (c) Access required under the Americans with Disabilities Act (ADA) shall be maintained at all times.
- (d) Businesses may operate on City sidewalks, but not within the public right-of-way if it were to limit access to other businesses or if activities would limit access required under the ADA. Outdoor activities on city sidewalks will be limited to no more than ten (10) people who must be directly receiving or providing the business services.
- (e) Businesses shall comply with all City noise regulations (Selma Municipal Code Chapter 17).
- (f) Live music and amplified sound are prohibited, unless a permit has been issued by the City.
- (g) Business shall provide conveniently located outdoor waste and recycling receptacles for customers, and shall ensure that all trash is cleaned up at the end of each day.
- (h) Outdoor operation is only allowed between the hours of 7:00 a.m. and 10:00 p.m., unless otherwise permitted by the City.
- (i) Businesses shall comply with all requirements of the California Fire Code. All entrances and exits in Business establishments shall remain unobstructed at all times. Fire hydrants must remain unobstructed at all times.
- (j) Each Business shall establish a buffer of at least 10-feet, marked by a physical barrier, including but not limited to cones or a rope, separating customer and staff occupied spaces from vehicular traffic in streets or parking lots.

- (k) Shafer, Ringo, Lincoln, and Bretlinger parks may be utilized by Businesses that do not have any other outdoor options. Park use will be limited to 25 persons per Business including any staff or volunteers.
- (l) A valid Certificate of Insurance designating the City of Selma as an Additional Insured will be required prior to implementing outdoor operations. The form *Public Space Use Notice for COVID-19 Affected Businesses* and the incorporated Waiver of Liability must be submitted to the City of Selma and Approved by the City Manager. Approval can be revoked by the City Manager at any time for violation of any condition set forth by any governing agency including this Order.

SECTION 3. Nothing in this Order is intended to or shall be deemed to waive or suspend any provision of state or federal law, any Executive Order issued by the California Governor, any Health Order issued by the State Public Health Officer or County of Fresno Health Officer, or any private agreement, covenant, or lease regarding the use of private property.

SECTION 4. This Order shall remain in effect until terminated by the City Council or until the City Council declares an end to the local state of emergency caused by COVID-19, whichever occurs first.

SECTION 5. This Order shall be presented to the City Council of the City of Selma for ratification and approval at its August 3, 2020 meeting, pursuant to Selma Municipal Code section 2-4-6 and 2-4-7.

SECTION 6. This Order shall be enforceable and violations shall be subject to penalties under Selma Municipal Code Chapter 2-4-10 and 1-4-1 Violations of this Order shall be a misdemeanor.

The foregoing Executive Order was approved this 3rd day of August, 2020.

Teresa Gallavan, City Manager/Director of Emergency Services

Date

Reyna Rivera, City Clerk

APPROVED AS TO FORM:

Neal Costanzo, City Attorney

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Selma, California this 3rd day of August, 2020.

Reyna Rivera, City Clerk

CITY OF SELMA
RECREATION & COMMUNITY SERVICES DEPARTMENT
2301 SELMA STREET, SELMA, CA 93662 (559) 891-2237
PUBLIC SPACE USE NOTICE FOR COVID-19 AFFECTED BUSINESSES

Park /Location: _____
Name: _____
Business Name: _____
Business Address: _____
Business Phone: _____
Mobile Phone: _____
Day(s) of Week: M T W T F Sa Sun

Business Activity Type:

- ☐ **Fitness/Gym**
☐ **Place of Worship**
☐ **Personal Service**
☐ **Hair Salon/Barber**
☐ **Other:** _____

***Organized sports and practices are not deemed authorized business activities and are not allowed under this use.**

Beginning Date: _____
Estimated End Date: _____
Time: _____
From: _____ : _____ AM/PM
To: _____ : _____ AM/PM

Estimated Attendance: _____

FEES REQUIRED FOR PARKS

Cleaning Charge \$20.00 per hour to clean and payment costs to repair any damage to the park or shelter. (Billed after rental)

Checks payable to:

City of Selma, 1710 Tucker Street Selma, CA 93662

STATEMENT OF UNDERSTANDING/WAIVER OF LIABILITY

The undersigned hereby accepts and agrees to comply with all City Policies, Ordinances, State Laws and rules and regulations. Applicant further agrees to hold the City of Selma, Officers and employees, free and harmless from the loss, damage, liability, cost or expenses that may arise incident to the use or occupation of the required park, facility or equipment for the business or their patrons. Undersigned also understands that:

1. Activities are limited to 7:00 AM to 10:00 PM this includes set up and break down time
2. Schools are not considered parks and no business activities will be permitted on school grounds or other public spaces not approved by the City of Selma.
3. Alcoholic beverages are prohibited in City Parks (Selma City Code Section 9-8-4(s))
4. Electricity and Restrooms will not be made available at any park
5. Certificate of Insurance is required to perform any business on any public property
6. Any business related activity in Selma's public spaces may only be performed by businesses with a valid business license in the City of Selma
7. **CLEANING AND DAMAGE PAYMENT FOR PARKS:** No deposit is required at time of notice. However, as the person responsible for utilizing the listed park at the above mentioned time, I understand I will be billed for cleaning and damages should they occur.
8. **10-10-23.1: PARKING IN PARKS AND OTHER RECREATIONAL AREAS:** No person shall drive or park a vehicle in a public park or recreation area, except by special permit issued by the Police Department. Authorized signs shall be posted at all entrances to parks or recreation areas giving notice of this Section. (Ord. 694,7-3-72, eff. 8-4-72).
9. Public right of way access to other buildings and sidewalks will not obstruct ADA required access.

Signature of Business Assuming Responsibility: _____ Date: _____

Signature of Director of Recreation is required before approval is granted to use park.

Director: _____ Date: _____

PHONE NUMBERS: in an emergency dial 9-1-1

SELMA POLICE DEPARTMENT Non-Emergency (559) 896-2525 SELMA FIRE DEPARTMENT Non-Emergency (559) 891-2211

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

August 3, 2020

ITEM NO:

3.

SUBJECT: Consideration and necessary action on Resolution Confirming Report of the Environmental Control Officer on Delinquent Parcels for the Cost of Removal of Structures, Weeds, Rubbish, Refuse, Dirt, etc. and Sidewalk Repair to the 2020-2021 Fresno County Tax Roll

RECOMMENDATION: Approve a Resolution Confirming Report of the Environmental Control Officer on Delinquent Parcels for the Cost of Removal of Structures, Weeds, Rubbish, Refuse, Dirt, etc. and Sidewalk Repair.

DISCUSSION: Throughout the fiscal year, the City of Selma inspects property within the City limits for the purpose of nuisance abatement. The City posts notices on each parcel that has been identified as being in violation according to our Ordinance, and mails the same notice to the property owner(s) of each parcel, as shown on the most current assessment roll.

Each property owner has two weeks from the date of posting to clean or maintain the property. If a property owner does not respond to those discrepancies as noted on their Notice within the prescribed period of time, the City causes that nuisance to be abated. The entire procedure is contained in Title IX Chapter 3 of the City of Selma Code.

Those properties that required nuisances to be abated and have not paid the charges are as follows:

<u>A.P.N</u>	<u>OWNER</u>	<u>AMOUNT</u>
393-102-21	DANIEL GAULT	\$12,335.00
389-172-05	JR INVESTMENT PROPERTIES INC.	\$1,285.00
389-171-09	EVERADO DE SANTOS ORTIZ	\$663.12

All charges that have not been paid for on or before August 10, 2020 will be assessed on the 2020-2021 tax roll. In compliance with 9-3-10 of the Selma City Code, "The City Clerk may receive the amount due on the abatement cost and issue receipts any time after the confirmation of the report and until August 10, 2020 following the report."

Staff will be prepared to provide information on each parcel that is being assessed for the cost of removal of structures, weeds, rubbish, refuse, dirt, etc. and sidewalk repair if the Council so desires.

RECOMMENDATION: Approve a Resolution Confirming Report of the Environmental Control Officer on Delinquent Parcels for the Cost of Removal of Structures, Weeds, Rubbish, Refuse, Dirt, etc. and Sidewalk Repair.

/s/

Isaac Moreno, Assistant City Manager

07/30/2020

Date



Teresa Gallavan, City Manager

7-30-20

Date

RESOLUTION NO. 2020 – ____ R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA
CONFIRMING REPORT OF PUBLIC WORKS DIRECTOR AS TO THE COSTS
FOR REMOVAL OF STRUCTURES, WEEDS, RUBBISH, REFUSE, DIRT, ETC.
AND REPAIR OF SIDEWALK**

WHEREAS, pursuant to Section 8-5-8 of the Selma City Code, the Environmental Control Officer has caused notice to be given directing the removal of structures, weeds, rubbish, refuse, dirt, etc. and repair of sidewalk, on certain parcels of private property in the City of Selma, more particularly identified in the attached report of the Environmental Control Officer; and

WHEREAS, the City has abated such nuisances; and

WHEREAS, the Environmental Control Officer has notified each property owner of the cost of said abatement and the time and place when the Council will hear and consider the report of the Environmental Control Officer; and

WHEREAS, on August 3, 2020 the Council read and considered the report of the Environmental Control Officer and invited and heard all public testimony regarding said report and the assessment of charges for the abatement of the nuisances and good cause appearing.

NOW, THEREFORE, it is hereby ordered and resolved as follows:

1. The report of the Environmental Control Officer, a copy of same being attached hereto, marked Exhibit A, and made a part hereof through incorporation by reference, is confirmed and approved.
2. The respective costs of abatement for each parcel are declared to be a lien against said parcel and the City Clerk shall certify such assessment to the Fresno County Assessor and Tax Collector.
3. The City Clerk is directed to send a certified copy of this Resolution and the attached report to the Fresno County Auditor-Controller on or before August 10th of this year.

The foregoing Resolution was approved at a regular meeting of the Selma City Council on the 3rd day of August, 2020, by the following vote, to wit:

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

ATTEST:

Louis Franco, Mayor

Reyna Rivera, City Clerk

Exhibit A

<u>A.P.N</u>	<u>OWNER</u>	<u>AMOUNT</u>
393-102-21	DANIEL GAULT	\$12,335.00
389-172-05	JR INVESTMENT PROPERTIES INC.	\$1,285.00
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